



Roomii® Website Terms and Conditions

This document explains to you the terms and conditions on which we supply any of our goods and services listed on our website www.roomii.com to you. Please read these terms and conditions carefully before ordering any products from our site. You should understand that by ordering any of our products, you agree to be bound by these terms and conditions. Please understand that if you refuse to accept these terms and conditions, you should not order any products from our site.

1. Interpretations

" Roomii® /We/our/us"	Roomii Ltd., 23 Olympic Street, Manchester, M11 3BH, UK;
"site/website"	http://www.roomii.com
"Personal Data"	any information regarding any natural or legal person, bodies, corporation or association, identified or identifiable, even indirectly, by means of reference to any other information, including a personal identification number;
"You/your/user/users"	those who access this Website and/or who interact with any web services provided by Roomii® herein.
"Intellectual Property"	all Intellectual Property Rights in and relating to the Products, Materials and the website;
"Working Day"	any day other than a Saturday, Sunday or public holiday in England when banks in England are open for business;
"Products"	the goods and/or services that we are selling to you as set out in the order;

"Month"	a calendar month;
"Terms"	Terms and conditions laid out in this document;
"Written/writing"	includes e-mail unless we say otherwise;

2. About us

We operate the website www.roomii.com. We are Roomii Limited, a company registered in England and Wales under company number 7308836. Our registered office is 23, Olympic Street, Manchester, M11 3BH. Our VAT number is 110432870.

3. About you

By placing an order through our site, you warrant that:

- (a) you are legally capable of entering into a binding contract
- (b) you are at least 18 years of age

4. The contract

After placing an order with Roomii Ltd., you will receive an e-mail from us confirming that we have received your order. This order confirmation does not mean that we have accepted your order. It is in fact an offer to us confirming that you would like to buy a product or service from us. The contract between you and us will only be formed when we or our partners dispatch the products.

Clearly, the contract will relate only to the products we dispatch. We will not be obliged to supply any other products which may have been part of your order until the dispatch of these products.

5. Your rights as a consumer

If you are unhappy with the products for any reason, you may cancel the contract at any time within fourteen (14) calendar days, beginning on the day after you received the products. In this case, you will receive a full refund of the price paid for the products in accordance with our refund policy (set out in clause 8).

To cancel a contract or return a product for any other reason, you must inform us in writing by recorded delivery. You must also return the products to us immediately, in the same condition in which you received them: clean, unused, undamaged packaging, suitable for resale and at your own cost and risk. We recommend that you obtain proof of postage and use a trackable service when returning the goods to us. Customers requiring products to be exchanged will be charged the appropriate delivery charge on their new order.

You have a legal obligation to take reasonable care of the products while they are in your possession. The products must be packed securely to ensure they

are not damaged in transit. If you fail to comply with this obligation, we may have a right of action against you for compensation.

Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office.

6. Our cancellation rights

It is possible that we may have to cancel an order before the goods are delivered, due to an event outside our control (set out in clause 9) or the unavailability of stock. We will promptly contact you if this happens. If we have to cancel an order and you have made any payment in advance for goods that have not been delivered to you, we will refund these amounts to you.

7. Delivery of products

The timescales for delivery and delivery charges will vary depending on the availability of the goods and your address. For security reasons we do not ship to PO boxes.

The delivery timescales are:

- (a) UK mainland: 3 - 5 working days
- (b) mainland Europe: 7 - 10 working days
- (c) worldwide (outside Europe): 10 - 20 working days.

We will provide you with an estimated delivery date once the product has been shipped.

Delivery of an order shall be completed when we deliver the products to the address you gave us. If no one is available at your address to take delivery, the products are likely to be returned to a local delivery office, for collection by you.

If we are not able to deliver the whole of the order at one time due to operational reasons or shortage of stock, we will deliver the order in instalments. We will not charge you extra delivery costs for this. However, if you ask us to deliver the order in instalments, we may charge you extra delivery costs. Each instalment shall constitute a separate contract governed by these terms.

We only supply the products for domestic and private use. You agree not to use the products for any commercial, business or re-sale purpose. We have no liability to you for any loss of profit, loss of business, business interruption or loss of business opportunity.

If we fail to comply with the terms and conditions, we shall only be liable to you for the purchase price of the Products.

Nothing in these term and conditions excludes or limits our liability for:

- (a) death or personal injury caused by our negligence;
- (b) fraud or fraudulent misrepresentation;
- (c) any breach of the obligations implied by section 12 of the Sale of Goods Act 1979;
- (d) defective products under the Consumer Protection Act 1987; or
- (e) any other matter for which it would be illegal for us to exclude or attempt to exclude our liability

8. Our refund policy

Roomii Ltd. has the following refund policies in place:

(a) Product return within cooling-off period

If you return a product to us within the fourteen (14) calendar days cooling-off period (see clause 6) beginning on the day after you received the product, you must return the product accompanied by a copy of the sales receipt, to us in the same condition in which you received it: complete, clean, unused, undamaged and suitable for resale. You will be responsible for the cost and risk of returning the item to us.

If, by returning the product to us, you would like to replace the original product with a variant of that same product (e.g. different colour), we will first examine the returned product. If the product is in the same condition in which you received it, we will ship the replacement product to you as soon as possible.

If, by returning the product to us, you would like to receive a refund, we will first examine the returned product. If the product is in the same condition in which you received it, we will process the refund due to you as soon as possible and, in any case, within thirty (30) days of the day we received the returned product. In this case, we will refund the price of the product in full, excluding the applicable delivery charges as stated on the original receipt.

(b) Defective or faulty product return within 14 calendar days

If you have received a defective or faulty product, you have fourteen (14) calendar days beginning on the day after you received the products, to inform us about the defect or fault. Once the defect or fault has been confirmed, we will provide you with a free postal address and ask you to return the product to us accompanied by a copy of the sales receipt.

If you would like to replace the defective or faulty product, we will examine the returned product and ship a replacement product to you as soon as possible.

If you decide to cancel the order and request a refund, we will examine the returned product, and will process your refund within a reasonable period of time. We will usually process the refund due to you as soon as possible and, in any case, within thirty (30) days of the day we received your returned product. In this case, we will refund the price of the product in full, including the applicable delivery charges as stated on the original receipt.

(c) Defective or faulty product return later than 14 calendar days

If you return the faulty or defective product any later than fourteen (14) calendar days beginning on the day after you received the products, the product will be processed under the normal warranty conditions. See clause 12 for more detailed information.

9. Events outside our control

Occasionally our delivery to you may be affected by an event outside our control. These events include, but are not limited to: limitation strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks and the acts, legislation, regulations or restrictions of any government.

If an event outside our control takes place, we will contact you as soon as reasonably possible and discuss with you an alternative delivery date or a cancellation of the order if you wish to do so. If you decide to cancel the order, because of an event outside our control, we will refund your money of the relevant order.

We are not responsible for any loss or damage you suffer when an event outside our control takes place.

10. Risk and title

The products will be your responsibility from the completion of delivery. You own the products once we have received payment in full.

11. Price and payment

The prices of the products include VAT and will be confirmed in the order confirmation we send out to you. Our prices may change at any time, but price changes will not affect orders that we have confirmed with you.

The prices for the products exclude delivery costs, which will be added to the total amount due.

It is always possible that, despite our best efforts, some of the products listed on our website may be incorrectly priced. We will normally check prices as part of our dispatch procedures so that, where the product's correct price is less than our stated price, we will charge the lower amount when dispatching the products to you. If the products' correct price is higher than the price stated on our website, we will either contact you to inform you about the correct price before dispatching the product, or we will reject your order and notify you about the reasons of rejection.

If the pricing error is obvious and unmistakable and could have reasonably been recognised by you as an error, we do not have to provide the products to you at the incorrect (lower) price.

Where we are providing products to you, you must make payment in advance by credit or debit card. We will not charge your credit or debit card until we dispatch the products to you.

12. Warranty

In the event that you receive a faulty or defective product, you have fourteen (14) calendar days beginning on the day after you received the products, to return the product to us for repair, replacement or refund. See clause 8b for more detailed information. If however, you do not return the product within fourteen (14) calendar days, the product will be processed under the normal warranty conditions.

Roomii products come with a one year guarantee for materials and workmanship faults. The warranty does not extend to accessories or packaging. The warranty does not cover any defects or damage caused by:

- (a) improper or careless use;
- (b) willful damage, abnormal storage or working conditions, accidents or negligence by you or by any third party;
- (c) normal wear and tear;
- (d) any alteration or repair by you or by a third party;

We can only accept warranty claims if you can produce your original sales receipt (not the order confirmation) and evidence of the damaged product. In case the toy needs repair or replacement under warranty, the owner is responsible for all costs related to transport. Whilst in transport, the products are the owner's risk.

If you make a claim under the warranty, Roomii Ltd. will decide whether the toy will be repaired or replaced with a new model. A refund of the cost of the products and/or related delivery charges will not be possible when a claim is made under warranty conditions.

13. Import duty

If you order products from our site for delivery outside the UK, they may be subject to import duties and taxes which are levied when the delivery reaches the specified destination. You will be responsible for payment of any such import duties and taxes. Please note that we have no control over these charges and cannot predict their amount. Please contact your local customs office for further information before placing your order.

It is important that you comply with all applicable laws and regulations of the country for which the products are destined. We will not be liable for any breach by you of any such laws.

14. Written communications

Applicable laws require that some of the information or communications we send to you should be in writing. When using our site, you accept that communication with us will be mainly electronic. We will contact you by e-mail or provide you with information by posting notices on our website. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

15. Transfer of rights and obligations

The contract between you and us is binding on you and us and on our respective successors and assignees. You may not transfer, assign, charge or otherwise dispose of a contract, or any of your rights or obligations arising under it, without our prior written consent. We may transfer, assign, charge, sub-contract or otherwise dispose of a contract, or any of our rights or obligations arising under it, at any time during the term of the contract.

16. Intellectual property

Roomii Ltd. is a company that focuses on the design, development and sales of toys. Therefore, all intellectual property rights related to this website, the company name, the company logo and the toys belong fully to Roomii Ltd.

This means that:

- (a) the website or any part thereof (text or graphics) can not be copied or duplicated in any way without prior written approval from Roomii Ltd.
- (b) the toys or any part of the toys can not be copied and/or used for the development of similar or other toys without prior written approval from Roomii Ltd.
- (c) the company logo and company or any part thereof can not be copied or duplicated in any way without prior written approval from Roomii Ltd.

17. Privacy Policy

- (a) Personal identification information

We may collect personal data from Users in a variety of ways, including, but not limited to, when Users visit our site, fill out a form, and in connection with other activities, services, features or resources we make available on our Site.

Users may be asked for, as appropriate, name, email address, phone number. Users may, however, visit our Site anonymously. We will collect personal identification information from Users only if they voluntarily submit such information to us. Users can always refuse to supply personally identification information, except that it may prevent them from engaging in certain Site related activities.

(b) Non-personal identification information

We may collect non-personal identification information about Users whenever they interact with our Site. Non-personal identification information may include the browser name, the type of computer and technical information about Users means of connection to our Site, such as the operating system and the Internet service providers utilized and other similar information.

(c) Web browser cookies

Our Site may use "cookies" to enhance User experience. User's web browser places cookies on their hard drive for record-keeping purposes and sometimes to track information about them. User may choose to set their web browser to refuse cookies, or to alert you when cookies are being sent. If they do so, note that some parts of the Site may not function properly.

(d) How we use collected information

Roomii® may collect and use Users personal information for the following purposes:

- To improve our Site: we may use feedback you provide to improve our products and services.
- To send periodic emails: we may use the email address to respond to their inquiries, questions, and/or other requests.

(e) How we protect your information

We adopt appropriate data collection, storage and processing practices and security measures to protect against unauthorized access, alteration, disclosure or destruction of your personal information, username, password, transaction information and data stored on our Site.

Sensitive and private data exchange between the Site and its Users happens over a SSL secured communication channel and is encrypted and protected with digital signatures.

(f) Sharing your personal information

We do not sell, trade, or rent Users personal identification information to others. We may share generic aggregated demographic information not linked to any personal identification information regarding visitors and users with our

business partners, trusted affiliates and advertisers for the purposes outlined above.

We do not store credit card details nor do we share customer details with any 3rd parties.

18. Competitions

Competitions are only open to residents of the UK and the Isle of Man aged 18 or over. Entrants may be required to produce evidence of identity and age. No purchase necessary. The prizes are for the winners and are non-assignable. No cash alternative is available. Only one prize can be won per person. The promoter accepts no liability for entries lost, damaged or delayed in any way. Proof of emailing is not proof of receipt. The winners may be asked, but not required, to take part in publicity. Employees of Roomii Ltd and their immediate families are not eligible to enter. The prizes are funded by Roomii Ltd. Winning entries will be drawn at random in the presence of an independent adjudicator. All winners will be notified by email and prizes will be delivered as soon as possible thereafter. The competition is being managed by Roomii, all queries should be addressed to Filip Devogeleer via the website.

19. Changes to the terms and conditions

Roomii® has the discretion to update the terms and conditions at any time. When we do, we will revise the updated date at the bottom of this page. We encourage Users to frequently check the terms and conditions for any changes. You acknowledge and agree that it is your responsibility to review the terms and conditions periodically and become aware of any modifications.

20. Law and jurisdiction

Contracts for the purchase of Products through our site and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) will be governed by the law of England and Wales. Any dispute or claim arising out of or in connection with such Contracts or their formation (including non-contractual disputes or claims) will be subject to the non-exclusive jurisdiction of the courts of England and Wales.

21. Contacting us

If you have any questions about our Terms and/or Conditions, please contact us at:

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