

# terms & conditions

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## Article 1 - Definitions

The terms used in these terms conditions are defined as follows:

1. **Supplementary contract:** a contract whereby the consumer acquires products, digital content and/or services in connection with a distance contract and these products, digital content and/or services are supplied by the trader or by a third party on the basis of an agreement between that third party and the trader;
2. **Cooling off period:** the period within which the consumer can exercise his cancellation right.
3. **Consumer:** a natural person who is acting for purposes wholly or mainly outside his trade, business, craft or professional activities;
4. **Day:** calendar day;
5. **Digital content:** data which is produced and supplied in digital form;
6. **Continuing performance contract:** a contract for the regular delivery of goods, services and/or digital content over a specified period;

7. **Durable data carrier:** any tool - including e-mail - that enables the consumer or trader to store information addressed to them personally in a manner which allows future reference or use during a period which is matched to the purpose for which the information is intended, and which allows unaltered reproduction of the stored information;
8. **Cancellation right:** the option for the consumer to withdraw from the contract within the cooling off period;
9. **Trader:** a natural person or legal entity acting for purposes relating to their trade, business, craft or professional activities that offers products, (access to) digital content and/or services to consumers at a distance;
10. **Distance contract:** a contract concluded between the trader and the consumer in the context of an organised system for the distance selling of products, digital content and/or services, whereby exclusive use is made of one or more technologies for remote communication up to and including the conclusion of the contract.
11. **Model cancellation form:** The European model form for cancellation included in Appendix I to these terms and conditions;
12. **Technology for communication at a distance:** resource that can be used to conclude a contract without the consumer and the trader having to meet at the same time in the same place.

## **Article 2 - Identity of the trader**

HEMA Retail Ltd.

Subsidiary of HEMA B.V.

Trading under the name/names: HEMA

Establishment and visiting address:

50 Broadway  
London SW1H 0RG

Telephone number: 0845 6060 903

Accessibility: from Monday to Friday from 7.30 am to 4.00 pm.

Email address: [customerservice@hema.nl](mailto:customerservice@hema.nl)

Chamber of Commerce number: 08720146

VAT identification number: GB 184 3446 93

## **Article 3 - Applicability**

1. These general terms and conditions govern all of the trader's offers and distance contracts between the trader and the consumer.
2. The text of these general terms and conditions must be made available to the consumer before the distance contract is concluded. If this cannot reasonably be considered possible, the trader will state prior to the distance contract being concluded how the general terms and conditions held by the trader can be viewed and that they will be sent as soon as possible and free of charge at the consumer's request.
3. If the distance contract is entered into by electronic means, contrary to the previous paragraph and prior to the distance contract being concluded, the text of these general terms and

conditions can be made available to the consumer by electronic means in such a way that the consumer can easily store them on a durable data carrier. If this cannot reasonably be considered possible, it will be stated prior to the distance contract being concluded where the general terms and conditions can be viewed by electronic means and that they will be sent as soon as possible and free of charge by electronic or other means at the consumer's request.

4. If specific product or service conditions are applicable in addition to these general terms and conditions, the second and third paragraphs will apply correspondingly and in the event of conflicting terms and conditions the consumer can at all times invoke the relevant provision that is most favourable to him.

#### **Article 4 - The offer**

1. If an offer has a limited period of validity or is made subject to conditions, this will be expressly stated in the offer.
2. The offer will contain a complete and accurate description of the products, digital content and/or services on offer. The description will be sufficiently detailed to make it possible for the consumer to adequately evaluate the offer. If the trader makes use of images they must accurately reflect the products, services and/or digital content on offer. The trader is not bound by manifest errors in the offer.
3. The offer will contain details of any delivery restrictions and details of which means of payment are accepted.
4. All offers will contain sufficient information to clarify the consumer's rights and obligations if he accepts the offer.

#### **Article 5 - The contract**

1. Subject to the provisions of paragraph 4 the contract will be concluded by means of the consumer's acceptance of the offer and by meeting the conditions set in that regard.
2. If the consumer has accepted the offer by electronic means, the trader will immediately confirm receipt of the acceptance of the offer by electronic means. The consumer can dissolve the contract for as long as the trader has not confirmed receipt of this acceptance.
3. If the contract is formed by electronic means, the organisation will take appropriate technical and organisational measures to protect the electronic transfer of data and will provide a secure web environment. If the consumer is able to pay by electronic means, the trader will put appropriate security measures in place.
4. The trader is permitted - within the legal constraints - to ascertain whether the consumer is able to meet his payment obligations as well as all of the facts and factors which are important for entering into the distance contract responsibly. If this investigation gives the trader good cause to decide against concluding the contract, he will have the right to refuse an order or, giving reasons, or to attach special conditions to the execution of the contract.
5. The trader will provide the consumer with the following information in writing or in such a way that the consumer can store it in an accessible manner on a durable data carrier no later than the delivery of the product, or the prior to the commencement of the services or digital content:
  - a. the identity of the trader and the visiting address of the trader's establishment where the consumer can submit complaints (including a telephone number, fax and email address, if

available);

b. a complete and accurate description of the products, digital content and/or services which are being contracted for;

c. the conditions under and the manner in which the consumer can exercise the cancellation right, or a clear statement to the effect that there is no cancellation right;

d. the information about guarantees and existing service following purchase;

e. the price of the product, service or digital content including all taxes; where applicable, the costs of delivery; and the means of payment, delivery or execution of the distance contract;

f. the requirements for terminating the contract if the contract has a duration of more than one year or is for an indefinite period;

g. in the case of a contract for the sale of a product, a reminder that the trader is under a legal duty to supply the product in conformity with the contract;

h. if the consumer has a cancellation right, the model cancellation form;

i. where applicable, the functioning (including technical protection measures) of digital content, and any relevant compatibility of digital content with hardware and software the trader is aware of, or can reasonably be expected to be aware of.

6. In the case of a continuing performance contract, the provision of the previous paragraph is applicable to the first delivery only.

#### **Article 6 - Cancellation right**

For products:

1. The consumer can cancel a contract relating to the purchase of a product during a cooling off period of 30 days without giving reasons. The trader may ask the consumer for the reason for cancellation, but he is not obliged to give his reason(s).
2. The cooling off period referred to in paragraph 1 commences on the day after the consumer or a third party designated by the consumer in advance who is not the shipper has received the product, or
  - a. if the consumer has ordered multiple products in a single order: the day on which the consumer or a third party designated by him has received the last product. The trader may refuse an order for multiple products with different delivery times, provided that it has clearly informed the consumer of this prior to the ordering process.
  - b. if the delivery of a product consists of various shipments of parts: the day on which the consumer or a third party designated by him has received the final shipment or the last part;
  - c. for contracts for regular delivery of products over a specified period: the day on which the consumer or a third party designated by him has received the first product.

For services and digital content which is not supplied on a physical carrier:

1. The consumer can cancel a service contract and a contract for the delivery of digital content which is not supplied on a physical carrier within 30 days without giving reasons. The trader may ask the consumer for the reason for cancellation, but he is not obliged to give his reason(s).
2. The cooling off period referred to in paragraph 3 commences on the day following the day on which the contract is concluded.

Extended cooling off period for products, services and digital content which is not supplied on a physical carrier if not informed about the cancellation right:

1. If the trader has not provided the consumer with the legally required information about the cancellation right or the model cancellation form the cooling off period will end twelve months after the end of the original cooling off period calculated in accordance with the previous paragraphs of this article.
2. If the trader has provided the information referred to in the previous paragraph within twelve months of the start date of the original cooling off period, the cooling off period will end 14 days after the day on which the consumer has received the information.

#### **Article 7 - The consumer's obligations during the cooling off period**

1. The consumer will treat the product and the packaging with due care during the cooling-off period. He will only unpack or use the product to the extent necessary or in order to establish the nature, the characteristics and the working of the product. The guiding principle is thereby that the consumer may only handle and inspect the product as he would be able to in a shop.
2. The consumer is only liable for depreciation in the value of the product which results from handling of the product which goes beyond that permitted in paragraph 1.

#### **Article 8 - Exercise of the cancellation right by the consumer and the related costs**

1. If the consumer exercises his cancellation right, he will notify this within the cooling off period using the model cancellation form or in another unequivocal way.
2. If indicated by the trader, the consumer will send back the product or hand it to (an agent of) the trader as soon as possible, but definitely within 14 days of the day following the notification referred to in paragraph 1. This is not necessary if the trader has offered to collect the product itself or if trader indicates that the product does not need to be send back. The consumer will in any case be deemed to have respected the return period if he returns the product before the end of the cooling off period.
3. If trader request the return, the consumer will return the product with all the supplied accessories, where reasonably possible in the original condition and packaging, and in accordance with the reasonable and clear instructions provided by the trader.
4. The risk and burden of proof of correct and timely execution of the cancellation right lies with the consumer.
5. The consumer will bear the direct costs of returning the product. If the trader has not stated that the consumer must bear these costs or if the trader indicates that it will bear the costs itself, the consumer is not required to bear the costs of returning the product.
6. If the consumer exercises his cancellation right after first having expressly requested that the performance of the services commences during the cooling off period, the consumer is liable to pay the trader a sum which is proportionate to the part of the contract which the trader has fulfilled at the moment of withdrawal compared to the full execution of the contract.

7. The consumer will not bear any costs for the performance of services if:
  - a. the trader has failed to provide the consumer with the legally required information about the cancellation right, the payment of costs in the event of cancellation or the model cancellation form, or
  - b. the consumer has not expressly asked for the commencement of the performance of the services during the cooling off period.
8. The consumer will not bear any costs for the full or partial delivery of digital content not supplied on a physical carrier if:
  - a. he has not expressly agreed to the commencement of the fulfilment of the contract before the end of the cooling off period prior to the delivery;
  - b. he has not acknowledged that he will lose his cancellation right by granting his permission; or
  - c. the trader has failed to confirm this declaration by the consumer.
9. If the consumer exercises his cancellation right, all supplementary contracts will terminate.

#### **Article 9 - The trader's obligations in the event of withdrawal**

1. If the trader makes it possible for the consumer to notify cancellation electronically, it will send confirmation of receipt of this notification as soon as possible after receiving it.
2. The trader will refund all payments by the consumer, including any delivery costs charged by the trader for the returned product as soon as possible, but definitely within 14 days of the day following the day on which the consumer notifies it of cancellation. Unless the trader offers to collect the product itself, it can refrain from making a refund until it has received the product or until the consumer proves that he has returned the product, whichever is the earlier.
3. The trader will use the same payment method for the refund as that which the consumer used, unless the consumer agrees to a different method. The refund will be free of charge for the consumer.
4. If the consumer has opted for a more expensive delivery method than the cheapest standard delivery, the trader is not required to refund the additional costs for the more expensive method.

#### **Article 10 - Exclusion from cancellation right**

The trader can exclude the following products and services from the cancellation right, but only if the trader has clearly stated this in the offer or in good time prior to the conclusion of the contract:

1. Service contracts, after full performance of the service, but only if:
  - a. the performance has started with the consumer's express prior permission;
  - and
  - b. the consumer has acknowledged that he will lose his cancellation right as soon as the trader has fully performed the contract;
2. Service contracts for the provision of accommodation, if the contract specifies a particular date or period of execution and other than for residential purposes, goods transport, car hire services and catering;
3. Contracts relating to leisure activities, if the contract specifies a particular date or period of execution;

4. Products produced to the consumer's specifications, which are not pre-fabricated and which are produced on the basis of an individual choice or decision by the consumer, or which are clearly intended for a specific person;
5. Products which perish quickly or have a limited shelf life;
6. Sealed products which for reasons of health protection or hygiene are not suitable for returning and on which the seal is broken after delivery;
7. Products which by their nature are irrevocably mixed with other products after delivery;
8. Alcoholic drinks for which the price is agreed when the contract is concluded, but of which delivery can only take place after 30 days, and of which the actual value depends on fluctuations in the market over which the trader has no influence;
9. Sealed audio and video recordings and computer software on which the seal is broken after delivery;
10. Newspapers and magazines, with the exception of subscriptions to these;
11. The delivery of digital content other than on a physical carrier, but only if:
  - a. the performance has started with the consumer's express prior permission; and
  - b. the consumer has acknowledged that he thereby loses his cancellation right.

#### **Article 11 - The price**

1. The prices of the products, digital content and/or services on offer will not be raised during the period of validity stated in the offer, other than in the form of price changes resulting from changes to VAT rates.
2. Contrary to the previous paragraph, the trader can offer products and services at variable prices if their prices are related to fluctuations on the financial market and over which the trader has no influence. This dependence on fluctuations and the fact that the stated prices are indicative will be stated in the offer.
3. Price increases introduced within 3 months of the formation of the contract are permitted only if they result from statutory regulations or provisions.
4. Price increases introduced within 3 months of the formation of the contract are permitted only if the trader has stipulated this and
  - a. they are the result of statutory regulations or provisions; or
  - b. the consumer is empowered to terminate the contract with effect from the date on which the price increase comes into effect.
5. The prices of the products or services in the offer include VAT.

#### **Article 12 - Compliance and extra guarantee**

1. The trader is under a legal duty to supply products that are in conformity with this contract. An extra guarantee provided by the trader, its supplier, manufacturer or importer will never affect the legal rights and claims which the consumer can enforce with respect to the trader under the contract if the trader has failed in its compliance with its part of the contract.

2. An extra guarantee refers to any undertaking by the trader, its supplier, importer or manufacturer in which the consumer is granted certain rights or claims which go beyond what it is legally obliged to do if it has failed in its compliance with its part of the contract.

### **Article 13 - Delivery and execution**

1. The trader will take the greatest possible care in receiving and executing orders of products and in assessing applications for the provision of services.
2. The place of delivery is the address that the customer has communicated to the trader.
3. Subject to the provisions of article 4 of these general terms and conditions, the trader will execute accepted orders with due dispatch but within 30 days at the latest unless a different delivery period has been agreed. If the delivery is delayed or if an order cannot be completed or can be completed only in part, the consumer will be informed of this 30 days at the latest after placing the order. In that case the consumer will have the right to terminate the contract without any charge and the right to compensation for damages.
4. Following termination in accordance with the preceding paragraph the trader will refund the amount that the consumer has paid without delay.
5. In the absence of express agreement to the contrary, the risk of damage to and/or loss of the products will be borne by the trader until the time of delivery to the customer or a representative made known to the trader beforehand.

### **Article 14 - Continuing performance contracts, termination and extension**

#### *Termination:*

1. The consumer can at all times terminate a contract that has been entered into for an indefinite period and which covers the regular delivery of products or services, subject to the termination rules agreed in that regard and a maximum notice period of one month.
2. The consumer can at all times terminate a contract that has been entered into for a fixed period and which covers the regular delivery of products or services with effect from the end of the fixed period, subject to the termination rules agreed in that regard and a maximum notice period of one month.
3. In the contracts provided for in the previous paragraphs, the consumer can at all times:
  - terminate them at all times without being limited to termination at a certain time or within a certain period;
  - terminate them in the same way as he entered into them;
  - terminate them at all times observing the same notice period as that stipulated by the trader for itself.

#### *Extension:*

1. A contract entered into for a fixed period and which covers the regular delivery of products or services may not be automatically extended or renewed for a fixed period.

### **Article 15 - Payment**

1. Insofar as not stipulated otherwise in the contract or additional conditions, sums owed by the consumer must be paid within 14 days of the start of the cooling off period, or in the absence of

a cooling off period within 14 days of the conclusion of the contract. In the case of a contract for the provision of a service, this period begins on the day after the consumer has received confirmation of the contract.

2. The consumer is obliged to report any inaccuracies in issued or stated payment details to the trader without delay.
3. If the consumer fails to comply with his payment obligation(s) on time, he will - after having been alerted to the overdue payment by the trader and the trader having granted the consumer a period of 14 days to still fulfil his payment obligations, in the absence of payment within this 14 day period - be liable for interest on the outstanding sum at the rate of 1% above Barclays base rate. The trader will be entitled to charge the legal collection costs which it has actually incurred, in the event that these exceed £40. These collection costs will not exceed: 15% on outstanding sums up to £2,500; 10% on the next £2,500, and 5% on the next £5,000. The trader can deviate from the specified amounts and percentages in the consumer's favour.

#### **Article 16 - Complaints procedure**

1. The trader has a sufficiently publicised complaints procedure and settles complaints in accordance with this complaints procedure.
2. Complaints about the execution of the contract must be submitted with due despatch to the trader in full and clearly described.
3. Complaints submitted to the trader will be responded to within a period of 14 days from the date of receipt. If a complaint calls for a foreseeably longer processing period, the trader will respond within the 14-day period with a confirmation of receipt and an indication of when the consumer can expect a more detailed response.

#### **Article 17 - Disputes**

These terms and conditions and all contracts between the consumer and the trader shall be governed and construed in accordance with the laws of England. In the event of a dispute or claim the consumer can refer his complaint to the HEMA Customer Service in order to seek an amicable solution. If the parties fail to reach an amicable solution, the dispute or claim shall be subject to the exclusive jurisdiction of the English courts.

If the consumer resides within the European Union, the consumer may also be able to refer a dispute to the European Online Dispute Resolution ("ODR") platform at <http://ec.europa.eu/odr>. The ODR platform is a web-based platform which is designed to help consumers who have bought products or services online. It provides access to independent alternative dispute resolution services which are usually free for the consumer to use. HEMA has discretion as to whether it will agree to a complaint being resolved through the ODR platform.

#### **Article 18 - Supplementary and different provisions**

Supplementary conditions or conditions contrary to these general conditions may not be to the detriment of the consumer and must be laid down in writing or in such a way that the consumer can easily store them on a durable data carrier.

#### **Article 19 - Amendments to the Terms and Conditions**

The trader will be entitled to amend these terms and conditions from time to time. The most recent version of the terms and conditions will be placed on the website. Amendments to these terms and conditions shall not come into effect until they have been published in an appropriate manner, subject to the provision that in the event of amendments being made during the course of an offer, the most favourable stipulation for the consumer will take precedence.

**Appendix 1: Model cancellation form**

**Model cancellation form**

(only complete and return this form if you wish to withdraw from the contract)

To:

HEMA Retail Ltd.  
50 Broadway  
London SW1H 0RG  
[customerservice@hema.nl](mailto:customerservice@hema.nl)

I/We\* hereby inform you that I/we\* wish to cancel our contract relating to  
the sale of the following products: \_\_\_\_\_\*

the delivery of the following digital content: \_\_\_\_\_\*

the performance of the following service: \_\_\_\_\_\*

Ordered on\*/received on\* \_\_\_\_\_