



Terms of Sale

1. YOUR ACCEPTANCE

Welcome to the terms of sale for the BleepBleeps products. This is an agreement (“Terms of Sale”) between you and BleepBleeps Limited, a limited company registered in England and Wales with company number 08972662, with registered office at St. Bride’s House, 10 Salisbury Square, London, EC4Y 8EH (“BleepBleeps”).

Throughout the Terms of Sale, the words “BleepBleeps,” “us,” “we,” and “our,” refer to our company, as is appropriate in the context of the use of the words.

These Terms of Sale contain the terms and conditions on which we supply products to you via the Website (individually “**Product**”, collectively, “**Products**”).

Please read these Terms of Sale carefully before you submit an order to us. These Terms of Sale tell you who we are, how we provide Products to you, how you and we may change or end the contract, what to do if there is a problem and other important information.

2. HOW TO CONTACT US

You can contact us by writing to us at the address above or at help@bleepbleeps.com, or by visiting our online helpdesk at help.bleepbleeps.com.

If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order.

When we use the words “writing” or “written” in these Terms of Sale, this includes email.

3. ORDERS AND PAYMENT

Order Acceptance

All orders are subject to availability. An order contract is not created until we accept and acknowledge your order and send you an order confirmation “Order Confirmation”. Please be aware that any statements made by our customer service representatives or salespeople are non-binding in nature. We reserve the right to refuse shipments of Products to you and to cancel any orders for any reasons at any time.

If [Earn Rewards Here!](#) t your order, we will inform you of this by email and will not charge you for the Product. This might be because the Product is out of stock, because of unexpected

limits on our resources which we could not reasonably plan for, because we have identified an error in the price or description of the Product or because we are unable to meet a delivery deadline you have specified.

We will assign an order number to your order and tell you what it is when we accept your order. It will help us if you can tell us the order number whenever you contact us about your order.

If you wish to make a change to the Product you have ordered, please contact us. We will let you know if the change is possible. If it is possible, we will let you know about any changes to the price of the Product, the timing of supply or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change. If we cannot make the change or the consequences of making the change are unacceptable to you, you may want to end the contract (see below regarding your rights to end the contract).

Providing the Products

The costs of delivery will be as displayed to you on the Website. During the order process, we will let you know when we will provide the Products to you.

If for any reason our supply of the Products is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect on the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any Products you have paid for but not received.

Price and Payment

The price of the Product will be the price indicated on the order pages when you place your order and as detailed in the Order Confirmation.

Details of VAT will be indicated on the order page of our Website and in the Order Confirmation (if applicable). If the rate of VAT changes between your order date and the date we supply the Product, we will adjust the rate of VAT that you pay, unless you have already paid for the Product in full before the change in the rate of VAT takes effect.

When purchasing Products from the Website you will be prompted to input your credit card information or pay through a third party payment portal, operated by our third party payment processor. You agree that we may charge the full amount listed at checkout to your credit card including taxes, shipping, and handling. By purchasing anything from our Website you also agree to the terms and conditions of our third party payment processor. Please be aware that all payment information will be stored and secured by the payment processor and not us.

4. SHIPPING

At checkout you will be able to select from multiple shipping options. Shipping is available for the UK, Canada, the EU, the US and other locations as listed. Shipping prices for each location may vary and will be quoted at the time of checkout. For generally sized items, standard shipping times will apply. However, as we do not transport the Products we cannot guarantee shipping times. Before we can ship your order, BleepBleeps must prepare your Product and ensure quality control. We recommend you check all shipments immediately once you have received them. If you have any issues with your shipment, please contact us at help@bleepbleeps.com.

If no one is available at your address to take delivery and the Products cannot be posted through your letterbox, we will leave you a note informing you of how to rearrange delivery or collect the Products from a local depot.

If after a failed delivery to you, you do not re-arrange delivery or collect them from a delivery depot we will contact you for further instructions and may charge you for storage costs and any further delivery costs. If, despite our reasonable efforts, we are unable to contact you or re-arrange delivery or collection we may end the contract in accordance with these Terms of Sale.

All Products purchased through the Website are made pursuant to a shipment contract. This means that the risks of loss and title for such items pass to you upon tender of the item to the third party shipping cover.

5. TAXES

Depending on the laws of your jurisdiction you may be taxed for any payments or purchases. In the event that we do not collect the applicable taxes, you agree that you are still responsible for any applicable taxes. You understand that we cannot offer you tax advice and you agree to seek tax advice from your tax professional. Although no taxes may be collected by us you agree that you will pay any applicable taxes or fees to the tax agencies having jurisdiction over you. You agree that we are not responsible for collecting, transmitting, or advising on taxes, duties, or other levies by the government regarding your purchases.

6. PRODUCT ISSUES, AVAILABILITY, AND PRICING

As our Website contains a large number of Products, it is possible that some of the Products listed on our Website may be incorrectly priced, improperly labeled, or may be unavailable. Where you have ordered an unavailable Product we will contact you and inform you that the Product is unavailable. If you wish to continue with your purchase, your credit card will be charged and your order will be shipped to you once the Product becomes available. Please be aware that if you purchase a currently unavailable Product there may be a significant delay before you receive such Product.

Where a Product's correct price is less than our stated price, you agree that we may charge you the lower price for the purchased Product. If a Product's correct price is higher than the price stated on the Website, we will normally, at our discretion, either contact you for instructions before dispatching the Product, or reject your order and notify you of such rejection. You agree that we are not obligated to provide you any Products at an incorrect lower price, if the pricing error is obvious and unmistakable and could have reasonably been recognised by you as a pricing error. Please be aware that pricing on any Products may change at any time.

We may also change the Product to reflect changes in relevant laws and regulatory requirements, or to implement minor technical adjustments and improvements to Products, for example to address a safety fault. We do not expect these changes will affect your use of the Product.

Where we have to make more significant changes to the Products and/or these Terms of Sale, we will notify you and you may then contact us to end the contract before the changes take effect, and receive a refund for any Products paid for but not received in accordance with our refund policy at <http://help.bleepbleeps.com/support/solutions/articles/5000625989-returns-and-cancellations>.

We may update or require you to update digital content in respect of any Products, provided that the digital content shall always match the description of it that we provided to you before you brought it.

7. PRODUCT PHOTOS AND SIZING

Please be aware that all photos of any Products sold on the Website are for illustrative purposes only. Although we use reasonable best efforts to ensure that our Products are almost entirely similar to the photos on the Website, it is possible that some photos shown on our Website may not be entirely representative of the actual Product. The final Products received by you may vary slightly in color, size, look, finish, or style. Additionally, you should be aware that all sizing is approximate and not exact and the packaging of the Products may vary from that shown in images on the Website.

8. MANUFACTURERS WARRANTY

Your purchase of your Product has the benefit of a manufacturer's warranty against defects in materials and workmanship under normal use for a period of one year from the date of purchase by the original purchaser ("Warranty"). If a defect arises and a valid claim is received by us within this period, we shall (at our option) either repair or replace the Product, which are the sole and exclusive remedies under this Warranty. You may make a claim under this Warranty by contacting us at help@bleepbleeps.com and we shall arrange a returns authorisation. Cost of return will be borne by you. The Warranty is subject to documentary proof of original purchase. This Warranty does not cover damage resulting from

transportation, improper use, modification, unauthorised repairs, accidental damage, failure to comply with the instructions, or other causes that are not defects in materials or workmanship. This Warranty is in addition to your statutory rights.

9. IF THERE IS A PROBLEM WITH THE PRODUCT

If you have any questions or complaints about the Products, please contact us. You can write to us at help@bleepbleeps.com or the address above.

10. RETURNS AND REFUNDS

At BleepBleeps we want you to be satisfied with our Products. Therefore you will be able to return any unopened and unused Products within 14 days of receiving such Products and you can use the form included in Annex 1 to cancel the contract. Upon receiving your Product please inspect your Product to determine that it is in the proper condition. If you notice that your product is damaged or you wish to return your Product, please contact us immediately at help@bleepbleeps.com. After contacting BleepBleeps you will receive a notification with return instructions and a return authorization number. Please do not return any items before you have received communications and instructions from us. You may be required to pay for return shipping and handling for any products returned. Please be aware that there may be an additional delay in issuing refunds due to processing time with your credit card company that may delay the posting of a credit on your account.

If you are entitled to a refund under these terms we will refund you the price you paid for the Products, by the method you used for payment. However, we may make deductions from the price, as described below.

If you are a consumer exercising your right to change your mind:

- We may reduce your refund of the price (excluding delivery costs) to reflect any reduction in the value of the goods, if this has been caused by your handling them in a way which would not be permitted in a shop. If we refund you the price paid before we are able to inspect the Product and later discover you have handled them in an unacceptable way, you must pay us an appropriate amount;
- The maximum refund for delivery costs will be the costs of delivery by the least expensive delivery method we offer.

11. DISCLAIMER

The Products offered via the Website are provided for your private, personal, and non-commercial use only. PLEASE NOTE THAT THE PRODUCTS ARE “AS-IS” AND MAY BE USED FOR INFORMATIONAL PURPOSES ONLY. OUR PRODUCTS DO NOT GIVE MEDICAL ADVICE AND ARE NOT INTENDED TO BE A SUBSTITUTE FOR THE OPINION OF A HEALTH PROFESSIONAL. IF YOU HAVE ANY QUESTIONS REGARDING YOUR HEALTH YOU SHOULD

NOT RELY ON THE INFORMATION PROVIDED BY OUR PRODUCTS AND YOU ARE ADVISED TO SEEK MEDICAL ADVICE FROM YOUR DOCTOR OR OTHER HEALTH CARE PROVIDER. OUR PRODUCTS ARE NOT INTENDED FOR HOME SECURITY PURPOSES AND CANNOT BE CALLED UPON IN AN EMERGENCY SITUATION. IF YOU REQUIRE HOME SECURITY ALERTS, PLEASE SPEAK WITH A HOME SECURITY SPECIALIST. THE PRODUCTS ARE NOT SUITED TO BE USED AS TOYS OR TO BE GIVEN TO CHILDREN.

12. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen.

We do not exclude liability for death or personal injury caused by our negligence or the negligence of our employees; for fraud or fraudulent misrepresentation; subject to the forgoing, our total liability to you in respect of any losses arising under or in connection with these Terms of Sale or the Product shall in no circumstances exceed 100% of the total Product fees.

If defective digital content which we have supplied damages a device or digital content belonging to you, we will not be liable for damage which you could have avoided by following our advice to apply an update offered to you free of charge or for damage which was caused by you failing to correctly follow installation instructions or to have in place the minimum system requirements advised by us. Except as stated in these Terms of Sale and to the extent permitted by law, we exclude all conditions, warranties or terms which might otherwise be implied by law.

13. OUR RIGHTS TO END THE CONTRACT

We may end the contract at any time by writing to you if:

- you do not make any payment to us when it is due and you still do not make payment within 14 days of us reminding you that payment is due;
- you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the Products, for example, your delivery details and payment information;
- you do not, within a reasonable time, allow us to deliver the Products to you or collect them from us.

In the event that we end the contract as described above, we will refund any money you have paid in advance for Products we have not provided but we may deduct or charge you reasonable compensation for the net costs we incur as a result of your breaking the contract.

14. CHARGEBACKS

If we believe that you have participated in a fraudulent chargeback we will pursue our claims against you to the fullest extent allowed by law. We will forward your information to the applicable law enforcement agency and your fraudulent chargeback may result in either a civil fine or jail time.

15. FORCE MAJEURE

You agree that we are not responsible to you for anything that we may otherwise be responsible for, if it is the result of events beyond our control, including, but not limited to, acts of God, war, insurrection, riots, terrorism, crime, labor shortages (including lawful and unlawful strikes), embargoes, postal disruption, communication disruption, failure or shortage of infrastructure, shortage of materials, or any other event beyond our control.

16. HOW WE MAY USE YOUR PERSONAL INFORMATION

We will use the personal information you provide to us in accordance with our Privacy Policy at <https://bleepbleeps.com/pages/privacy>, the terms of which are incorporated into these Terms of Sale by reference.

17. IF THERE IS A PROBLEM WITH THE PRODUCT

If you have any questions or complaints about the Products, please contact us. You can write to us at help@bleepbleeps.com or the address above.

18. RIGHTS OF THIRD PARTIES

This contract is between you and us. No other person shall have any rights to enforce any of its terms.

19. DISPUTE RESOLUTION

If you are not happy with how we have handled any complaint, you may submit a complaint to the European Commission Online Dispute Resolution platform at <http://ec.europa.eu/consumers/odr/>.

20. CHOICE OF LAW AND DISPUTE RESOLUTION

Any claim, dispute or matter arising under or in connection with this Agreement shall be governed and construed in all respects by the laws of England and Wales. The offer and acceptance of this contract is deemed to have occurred in England. You and BleepBleeps agree to submit to the non-exclusive jurisdiction of a competent court of law in London, England to resolve any and all disputes.

21. SEVERABILITY

In the event that a provision of these Terms of Sale is found to be unlawful, conflicting with another provision of these Terms of Sale, or otherwise unenforceable, these Terms of Sale will remain in force as though it had been entered into without that unenforceable provision being included in it.

22. NON-WAIVER

We reserve all rights permitted to us under these Terms of Sale as well as under the provisions of any applicable law. Our non-enforcement of any particular provision or provisions of these Terms of Sale or the any applicable law should not be construed as our waiver of the right to enforce that same provision under the same or different circumstances at any time in the future.

23. ASSIGNMENT

You may not assign your rights and/or obligations under these Terms of Sale to any other party without our prior written consent. We may assign our rights and/or obligations under this Agreement to any other party at our discretion.

24. AMENDMENTS

We may amend these Terms of Sale from time to time. When we amend this Agreement, we will update this page and indicate the date that it was last modified or we may email you. You may refuse to agree to the amendments, but if you do, you must immediately cease using our Website.

Annex 1

- CANCELLATION FORM
- To: BleepBleeps Limited, St Bride’s House, 10 Salisbury Square, London, EC4Y 8EH
help@bleepbleeps.com
- I/We [*] hereby give notice that I/We [*] cancel my/our contract of sale for the following goods [*]/ for the supply of the following service [*],
- Ordered on [*] / received on [*]
- Name of consumer(s):
- Address of consumer(s):
.....
.....
- Order Reference Number:
- Date:
- Signature of consumer(s) (only if this form is notified on paper:

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-
- [*] Delete as appropriate

Last Updated: 17 May 2017

About BleepBleeps

Cute, connected devices that help you get pregnant, give birth, look after your baby and raise your child. Each device connects to the BleepBleeps app and gives you access to simple tools, guidance and content to make parenting easier.

Register for updates

Sign up for product releases and beta testing!

| | |
|------------|---------|
| YOUR EMAIL | SIGN UP |
|------------|---------|

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