

Welcome to the mamasandpapas.ie website terms and conditions for use.

The following terms and conditions ("**Terms**") as varied by us from time to time apply to all Orders of Products by you from: (a) Mamas & Papas (Digital) Limited where your Order is made from our website at www.mamasandpapas.ie or through our Customer Care team; (b) Mamas & Papas (Stores) Limited where your Order is made at a Mamas & Papas store ("**Store**"); (c) Mamas & Papas (Concessions) Limited where your Order is made at a Mamas & Papas Concession including Mamas & Papas' stores within a Next, Marks & Spencer and Arnotts ("**Concession**") store.

Please read these Terms carefully. We may vary these Terms from time to time and the Terms as varied will be effective as from the date on which they are varied so please check to ensure you have the latest version before you make a new Order.

If you have any questions relating to these Terms, please contact us before you place your Order by calling our Republic of Ireland ("**ROI**") Customer Service on 0818 005 298 between the hours of Monday - Friday 9.30am - 5pm, Saturday 9.30am - 4pm and Sunday 10am-4pm or by emailing us at contact.us@mamasandpapas.com.

Please note that emails may be responded to outside of these hours. All calls to Customer Service will be charged at a local rate and may be monitored or recorded for quality assurance and training purposes. We do not record security information you provide. Please see our Customer Privacy Notice [here](#).

Your legal rights are not affected by these terms and conditions. Advice about your legal rights is available from your local Citizens Advice Bureau or Trading Standards.

Definitions

References in these terms to "**Mamas & Papas**", "**we**", "**us**" and "**our**" means Mamas & Papas (Holdings) Ltd and any member of the Mamas & Papas group.

- **Calendar Days** – means weekdays and weekends;
- **Concession**– means any Mamas & Papas area within an Arnotts department store, Next or Marks & Spencer store in the UK;

- **Cookies** – means small text files which our Website places on your computer's hard drive to store information about your shopping session and to identify your computer. Our cookie policy can be found [here](#);
- **Order** – means the Products you are purchasing from us via our website, Customer Service team or in Store;
- **Product** – means a Product displayed for sale on the Website or in a Store or Concession;
- **Product Description** – means that part of the Website where certain specifications, terms and conditions in respect of the individual Product are provided;
- **Personal Information** – means the details provided by you on registration;
- **Social Media Accounts** – means the Social Media Platform accounts operated by Mamas & Papas in any part of the world (including but not limited to the UK, Australia and Armenia);
- **Social Media Platform(s)** – means Facebook, Instagram, Pinterest, Twitter and Tik Tok;
- **Store** – means any Mamas & Papas store in the ROI;
- **United Kingdom** – means England, Wales, Scotland, Northern Ireland and the Channel Islands;
- **Website** – means the IE Website, www.mamasandpapas.ie;
- **Webpages** – means the Website and the UK Website (available at www.mamasandpapas.com);
- **Working Day** – means a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business; and
- **You** – means a user of this website.

1. MyAccount

MyAccount is a recent introduction to make it even more accessible for you to update your personal details, view and manage your Orders as well as make a payment towards for your balance. There are restrictions to changing certain features due to security checks. You can access your MyAccount profile [here](#).

2. Placing an Order at Mamas & Papas

- 2.1. You can place an Order via;
 - 2.1.1. the Website by adding the Product(s) that you want to order to your basket, proceeding to the checkout and then following the on-screen process; or
 - 2.1.2. telephone with our Customer Care team (calls are charged at a local rate);
 - 2.1.3. any Store or Concessions.

- 2.2. Before you place your Order, please make sure that all of your details are correct. Once you place an Order, you will receive an automated email Order acknowledgement. **This email does not constitute acceptance of your Order.**

- 2.3. If you do not receive this within 24 hours of placing your Order, please check your spam filter. If any of your details change after you place your Order you should let us know straight away so that we can update you in relation to your Order.

3. Acceptance of an Order

3.1. In-Store

For an Order placed in Store, even where there has been a partial payment, a receipt will be provided at the point of sale. **This receipt does not constitute acceptance of your Order.** You should only consider your Order to have been accepted once you receive an email confirming that your Products have been dispatched.

3.2. Online and via our Customer Care team

For Orders placed through our Website and Customer Care team, you will receive an acknowledgement e-mail for your Order. This is confirmation that we have received your request for an Order but **this not acceptance of your Order.** Mamas & Papas accepts your order at the point that full payment is taken. You should only consider your Order to have been accepted once you receive an email confirming that your Products have been dispatched.

3.3. Ownership

Risk of loss or damage, ownership, title to and the right to possession of all Products ordered from us remains with us until the Products have been delivered into your physical possession (including where Products have been collected by you in store or from a convenience store or delivered to your address) and all money owing to us by you in respect of these Products has been received by us. In these Terms, each Order

is completed at the time when ownership in the Products passes to you in accordance with this paragraph.

4. Non-Acceptance of an Order

- 4.1. We may occasionally be unable to accept Orders for various reasons including, but not limited to;
- 4.1.1. a Product is out of stock;
 - 4.1.2. a Product is removed from sale;
 - 4.1.3. we are verifying details on your account;
 - 4.1.4. errors appear in the advertised price or description;
 - 4.1.5. we are unable to obtain authorisation for your payment;
 - 4.1.6. we notice an unusual pattern of returns activity on yours or associated accounts;
- or
- 4.1.7. in our reasonable opinion we are unable to accept the order.

This is not an exhaustive list.

5. Price and Payment

- 5.1. The price of a Product is applicable at the time of your Order and is shown on the Website (which includes VAT). The total price that you will pay will be shown during the Order process. Promotional and sale prices are only available during the time advertised and while stocks last. Historically viewed prices will not be honoured once the promotion or sale has ended and / or no stock remains. Any requests to apply historic pricing will be refused.
- 5.2. From time to time we may offer additional exclusive discounts for Orders made via our Website that do not apply in Store, Concession, or vice versa. Additionally, Products offered as bundles or sets on our Website may not be offered as part of a set in our Stores or Concessions and individual prices may apply.
- 5.3. Mamas & Papas welcomes payment by the following payment methods in store, via telephone through our Customer Care team and Mamas & Papas' Website:
- 5.3.1. Cash (In Store and Concessions Only)
 - 5.3.2. Visa
 - 5.3.3. Mastercard
 - 5.3.4. Maestro
 - 5.3.5. Visa Electron
 - 5.3.6. American Express

5.3.7. Laser (Republic of Ireland in store purchases only)

5.3.8. Amazon Pay (online only)

5.3.9. PayPal (online only)

5.4. Please note Mamas & Papas can only accept pre-paid Visa cards in Store or Concessions and not online or through our Customer Care team.

5.5. For sale or clearance items, payment must be made in full at the time of purchase.

Amending your Order

5.6. If you wish to add to your Order, you can do so by visiting a Store or Concession or calling our Customer Care team. Any additions however could delay delivery of the full Order so please check when amending your Order by asking a member of staff in Store or our Customer Care team.

5.7. If Mamas & Papas is unable to fulfil your Order, we will notify you and Mamas & Papas (Holdings) Limited shall refund the amount paid by you, within 14 Calendar Days of its notification, to your original method of payment (i.e. credit card, debit card, PayPal, gift card or to a combination of payment methods as applicable).

5.8. Deposits

5.8.1. In Store and Concessions you can place an Order with a 10% deposit. There is no interest to pay and you can make payments when it suits you. The balance must be paid in full on collection of your Order from Store or 28 Calendar Days before the delivery date. You can make payments or pay your balance at any Mamas & Papas' Store, Concession, or by calling our Customer Care team or through MyAccount.

5.8.2. Any deposit paid will secure the price of the Product only, (subject to restrictions on price availability of stock at this price) and will not guarantee the stock. The deposit shall be paid to, and held by, our parent company Mamas & Papas (Holdings) Limited. Mamas & Papas (Holdings) Limited shall retain any such payments made until your Order has been collected or delivered to you.

5.9. What are the new Visa payment security measures?

5.9.1. We have introduced Strong Customer Authentication (SCA) as a legal requirement. This is a two-factor authentication which makes paying with visa safer for online and

contactless transactions as it adds an additional layer of security whilst helping the banks ensure the card holder is authorising the payments.

5.9.2. If we are unable to fulfil your Order, we will notify you and shall provide a refund for the amount paid by you, within 14 Calendar Days of its notification, to your original method of payment.

5.10. **Want to share the payments between family and friends?**

5.10.1. Now your family and friends can contribute towards the payment of your Order (subject to a minimum payment of £5), provided they have your Order number and surname. You can share a link that can be found in the email when your Order payment becomes due or they can visit our Guest Pay Balance [here](#).

5.10.2. We will email you when another person has made a contribution to confirm who paid it, how much was paid and if there is any amount remaining. However, we will not share any of your personal details with the person making a contribution payment.

5.10.3. If another person had made a contribution on your behalf to the original payment, the refund amount will be made to their original form of payment.

6. Love 2 Shop Vouchers

6.1. We only accept Love 2 Shop paper vouchers in our Mamas & Papas stores in the UK. We will only accept these types of vouchers until the 29th February 2024.

7. Home Delivery

7.1. Please note that all delivery services are subject to availability and stock availability. All delivery dates are estimates only and not guaranteed. We may occasionally need to amend a delivery or consider a different delivery arrangement but we will ensure that this is communicated to you. Mamas & Papas will not be held responsible or provide any compensation for any loss caused due to late or delayed delivered.

7.2. The delivery options available in checkout may vary based on your items availability and your location.

7.3. All of our Products (other than furniture and mattresses) can be ordered for delivery to an address of your choice or collection at a Store or Concession.

Options for non-furniture deliveries (excluding personalised items):

(Please allow an additional Working Day to this delivery service option if your Order includes personalised items.)

Delivery Option	Delivery Time	Cost
Standard Delivery*	<p>We will deliver your order in up to 10 Calendar days.</p> <p>Pre-ordered Product(s) will be delivered up to 10 Calendar Days from the delivery dates specified on the Product(s) webpage. Personalised Product(s) will be delivered within 10 Working Days.</p> <p>Please allow an extra Working Day for Bank Holidays.</p>	<p>FREE on Orders of €100 and over, €8 on Orders under €100</p>

Option for furniture deliveries (furniture and mattresses):

Delivery Option	Delivery Time	Cost
Standard Delivery – Furniture/Large Items**	<p>21-28 Working days after placing your order, delivered Monday to Friday.</p> <p>Our carrier will be in touch with you to arrange the best day to deliver once your order has been confirmed.</p>	<p>€25</p> <p>(From time to time we offer promotional free delivery, which is indicated at the point of purchase. We reserve the right to withdraw this offer at anytime).</p>

* Delivery services only available Monday to Friday.

** Delivery service only available on selected cots, all furniture collections, battery vehicle toys and larger rocking horses.

7.4. During the delivery window, you will receive communication directly from the courier. Please wait until your delivery due time has passed before contacting us.

7.5. We advise you to be prepared for the delivery of furniture and large items by providing sufficient floor coverings to allow our team to deliver furniture to your room of choice. Where possible, please make sure that stairways, hallways, door frames/access points and your room of choice are clear and measured prior to delivery to ensure that your furniture will fit in your chosen room.

7.6. **I've ordered several items at once. Will they all arrive together?**

Your items may arrive on different days or from different couriers, but you won't be charged for additional deliveries. If you order items with different dispatch times, we'll deliver them separately.

8. Delivery

8.1. Standard Delivery

8.1.1. This type of delivery is up to your premises main door only. On the day of delivery, we'll send you a text when your expected two-hour delivery window will be. As furniture deliveries are larger items, we do not offer standard delivery for this type of delivery.

8.1.2. We will keep you up to date of when your order is on its way and our carrier will send you a text/ email on the day of delivery so you know when to expect your order.

8.1.3. If you had to pop out or are unable to accept the delivery, don't worry our carrier will leave a calling card or send an email/text to let you know that they have tried to deliver.

8.1.4. Alternatively, the carrier may leave your delivery with a neighbour or in a safe place on your property.

8.1.5. For personalised items please allow an additional working day to the above premium delivery service options.

8.1.6. Please note factory shop refurbished furniture items are excluded from all delivery promotions. Refurbished furniture items must be collected from the factory shop in person.

8.2. Furniture / Large item Delivery

8.2.1. Depending on the courier delivering your Product, you should receive an email or text the day before or at the latest the day of your delivery to know you know it is due and an estimated time for your delivery.

8.2.2. Our team will deliver your order and place in the room of your choice in your home.

8.2.3. We advise you to be prepared for the delivery of furniture and large items by providing sufficient floor coverings to allow our team to deliver furniture to your room of choice. Where possible, please make sure that stairways, hallways, door frames/access points and your room of choice are clear and measured prior to delivery to ensure that your furniture will fit in your chosen room.

9. Product Descriptions

- 9.1. Before ordering a Product, please review the Product Description to ensure that you understand all the key features of the Product and that it meets your requirements.
- 9.2. We take reasonable care to ensure that all details, descriptions, prices and specifications of Products on our Website and catalogue are accurate and up to date, however the Product Description may not always reflect the position at the date on which you place your Order.
- 9.3. At the time of publication on our Website and in our catalogue, all Product Descriptions are believed to be accurate, errors and omissions excepted. The Mamas & Papas' design team take great care with the colours used in our collections. However, representations of colours are approximate only due to the limitations of the photographic, reproduction and printing process. There may therefore be a difference between the actual Product and photographs of it on our Website, or in our catalogue. All measurements and weights are approximate.
- 9.4. When we advertise Products that are not our own brand Products, we may use images provided to us by these alternative brands on the Website. On occasion, these images might not be representative of the Product for sale and the accessories included. Please refer to the Product Description for confirmation.
- 9.5. Whilst we endeavour to maintain advertised Product colours and specifications during the lifetime of our catalogue, we reserve the right to change them and to discontinue particular Products as we consider necessary.

10. Uses of Advertised Products

- 10.1. Mamas & Papas use promotional images on our Website and in-store to best display the Product for the purpose of best displaying the Product, and which may not reflect typical uses of that specific Product. Please always check the Product label and instructions to ensure you use appropriately and safely for your child's age.

10.2. If you no longer have your Product's instructions, please see [here](#) for a digital version.

11. Personalised Products

11.1. Our personalisation service can help turn your gift into a keepsake:

- 11.1.1. Products available for personalisation are embroidered or engraved to a maximum number of 12 characters. The maximum number of characters does include spaces. This number does vary by Product and is shown with the Product details of each Product.
- 11.1.2. The cost for personalised Products is €12.00 per Product for embroidery and engraving including FREE standard delivery.
- 11.1.3. For web Orders, type the name to be embroidered or engraved in the text box of the Product page then click add to basket. By adding to your basket, you have confirmed the correct spelling of the name.
- 11.1.4. For Orders placed in Store or Concession, you will be asked to sign the Order confirmation or receipt to confirm that the spelling of the name is correct.
- 11.1.5. If you Order via our Customer Care team, the spelling of the name will be confirmed by repeating the spelling back to you.
- 11.1.6. We do not accept responsibility for any incorrect spelling of names, except where it was caused by Mamas & Papas negligence.
- 11.1.7. The size of the text is subject to space restrictions and varies by Product. All images and reproductions of personalised Products in literature and on our website are provided as a guide only.
- 11.1.8. Your personalised item(s) can be delivered after 10 Calendar Days from the date ordered to your chosen delivery address. For 3 days delivery for personalised items, you must select our 'Choose Your Day' service and Order before 4pm. Please access our Website under 'Delivery' to review all of our delivery options and corresponding terms. When purchasing personalised items under any of our other delivery options, please allow an additional day to the timescales listed under 'Delivery'.
- 11.1.9. For busy periods such as during Sales or Christmas this may take longer.
- 11.1.10. If ordering personalised and non-personalised Products in the same Order, you will have only one delivery charge at the highest applicable delivery rate associated to the items in your basket.
- 11.1.11. Only Mamas & Papas Products can be engraved at Mamas & Papas.

12. Your Right to Cancel Under Distance Selling

Right To Cancel

- 12.1. Where you Order a Product or a number of Products together from our Website or through our Customer Care team, you have a right to cancel this contract within 14 Calendar Days after the date on which the Product(s) was delivered to you or your selected address, or was collected by you from a Store or Concession.
- 12.2. Where multiple items form part of the same Order but have been delivered separately, your right to cancel starts 14 Calendar Days after the date on which the last Product(s) was delivered to you or were collected by you from a Store or Concession.
- 12.3. To exercise the right to cancel, you must inform us of your decision to cancel this contract by a clear written statement (e.g. send a letter by post or by e-mail contact.us@mamasandpapas.com). Our details are; Customer Care, Mamas & Papas (Digital) Limited, Colne Bridge Road, Huddersfield, HD5 0RH or email. It is sufficient for you to send the letter before the end of the 14 Calendar Days cancellation regardless of when the letter is received.
- 12.4. This right does not apply to any personalised Product(s), to any Product(s) which have been made or adapted to your requirements, to any Product(s) which cannot be returned for hygiene reasons such as toiletries, underwear or swimwear. This right applies to online Orders only.

Effects Of Cancellation

- 12.5. If you cancel this contract, we will reimburse all your payments received, including the costs of delivery at the standard delivery charge.
- 12.6. In order to receive a full refund, all we ask is that you take reasonable care of the Product(s) and that they are returned to us in the same condition and, if possible, in the same packaging as when we delivered them to you. We may make a deduction if Product(s) have had obvious use or wear and tear from handling for loss in value or; if you no longer have the original packaging to return the Product(s) in. Please see Clause 13.7 for the conditions and requirements for returning new and unused Product(s).

12.7. We will withhold refund until we have received the Product(s) back. We will refund you without undue delay, and not later than 14 Calendar Days from the day you return any Products supplied, or provide us with satisfactory evidence that you have returned them. The refund will be made to the original form of payment used for the initial transaction, unless we have expressly agreed otherwise to an alternative. If a third party had made a contribution on your behalf to the original payment, the refund amount will be made to their original form of payment.

12.8. You will be responsible for any postage or other costs incurred in returning the Product(s) to us, except where Product(s) might have been delivered to you in error or where the Product is faulty or not as described. In those circumstances, we ask you to speak to our Customer Care team about the best method of return and how we can arrange reimbursement.

12.9. If your Order comprises of multiple items, you can cancel and return any of the items individually or in combination. Please speak to our Customer Care team about how bundle discounts would be applied to individual returned item.

13. Our Refund, Exchange and Returns Policy

13.1. We hope you are happy with everything you buy from Mamas & Papas. If for any reason you are not satisfied with your Order, we offer a 30 Calendar Day returns policy, provided that the conditions in clause 13.3 are satisfied.

13.2. If your Product is faulty, you have the following statutory rights:

13.2.1. within 30 Calendar Days from the date you purchased and physically took possession of your Product in-store or from the date your Product was delivered or collected by you for in-store or online Orders, we can offer a repair to your current Product or exchange for the same Product provided the Product is still available or you have the opportunity to exercise the right to have your product(s) refunded in full;

13.2.2. after 30 Calendar Days from the date you purchased and physically took possession of your Product in-store or from the date your Product was delivered or collected by you for in-store or online Orders, but within six months you may exercise your right to a repair or replacement. If the repair or exchange option is not available, you have the right to a price reduction, which an appropriate deduction is to be agreed, or refund; or

13.2.3. after six months from the date you purchased and physically took possession of your Product in-store or from the date your Product was delivered or collected by you for in-store or online Orders, similar rights to 14.2.1 and 14.2.2 exist, provided that you can prove that the fault was present at the point of purchasing or delivery / collection of your Product. If, in the unfortunate circumstances, a repair or replacement of the Product does not resolve the fault, we may make a discretionary deduction for fair use from any refund.

13.3. If you experience a fault that falls within one of the above points, please contact a member of our Customer Care team to assist you further.

13.4. If the fault you are experiencing is related to a manufacturing fault, please see our Manufacturing Guarantee at Clause 18.

13.5. **Pushchairs**

If you have ordered a pushchair bundle, which includes individual pushchair accessories, which are not available to be bought separately, you may only return the whole pushchair bundle in line with our returns policy above. For the avoidance of doubt, you cannot return individual pushchair accessories, which have been bought as part of a pushchair bundle, if the individual pushchair accessories are not available to be bought separately. We are unable to accommodate exchanges or the swapping of individual pushchair accessories from different bundles than the one ordered.

13.6. **Furniture**

If you have ordered a furniture set, which includes individual furniture pieces, which are not available to be bought separately, you may only return the whole furniture set in line with our returns policy above. For the avoidance of doubt, you cannot return individual furniture pieces, which have been bought as part of a furniture set, if the individual furniture pieces are not available to be bought separately. We are unable to accommodate exchanges or the swapping of individual furniture pieces from different ranges than the one ordered as some ranges have items that fit the specified model package. For the avoidance of doubt, you are not able to return furniture which has already been built, part-built or dismantled.

13.7. Where Products that are purchased as part of a bundle and are available to be purchased individually are returned, the bundle discount will no longer apply and will revert all purchased Product(s) to full price.

- 13.8. Any Product(s) you wish to return must be unused. We ask that the Product(s) are in their original, undamaged packaging with the tags still attached, in a resalable condition and accompanied by a valid proof of Order in order for us to offer you an exchange or full refund. All refunds will be made in the same currency via the original payment method. A valid proof of Order includes a store receipt (this does not include a gift receipt, please obtain purchase receipt from the purchaser) or a printed online Order confirmation. Delivery charges will not be refunded.
- 13.9. If you have a gift receipt and your item(s) is unused in its original, undamaged packaging with the tags still attached and in a resalable condition, we will be happy to exchange your item(s) or refund you the amount to a Mamas & Papas' gift card. Please note you will only receive a refund to a Mamas & Papas' gift card of the value of the selling price of your item(s) on the day of the return. Any price increase should be paid at the time of exchange and any price decrease will be refunded to a Mamas & Papas' gift card.
- 13.10. Once we receive the Products back from you, or evidence that you have returned them, we will refund you within 14 Calendar Days, using the same payment method you used to pay for the Products.
- 13.11. You will receive a full refund on the amount you paid for the Products and for the delivery of the Products to you unless:
- 13.11.1. only partial payment was made, in which you will receive the amount of payment you have paid.
 - 13.11.2. you informed us of cancellation after the 14 Calendar Days, in which case you will not receive reimbursement for the delivery charge.
- 13.12. Nothing within this refund, exchange and returns policy affects your rights to return Product(s) to us in accordance with the terms of the manufacturers guarantee set out below.

14. Returning Your Product(s)

- 14.1. For your convenience, you may return any item(s), (excluding furniture, which has its own returns process detailed below) using any of the following methods. Please note payments made using PayPal and Amazon Pay can only be refunded by our Support Centre.

14.2. To A Mamas & Papas Store

Call in to one of our Mamas & Papas Stores or Concessions within 30 Calendar Days of purchase along with your confirmation email and simply return your unused item(s) in line with our returns policy above.

14.3. To Our Support Centre

Simply send your store or gift receipt, or email Order confirmation with your full name, address, Order number and a list of items / details of the Products you are returning to:

Mamas & Papas Returns Department

Blanchardstown Centre

Unit 411, Retail Park 2

Dublin 15, EIRE

14.4. To ensure the safe return of your item(s), please package your item(s) with care. We recommend that item(s) valued over £€50 are returned using a trackable delivery service and for item(s) valued over €100 or more, we recommend that you insure your return for the value of the Product and use a signature required delivery service. We may refuse a refund or exchange where an item(s) is lost or damaged in transit. Please note that it is your sole responsibility to ensure that the returned item(s) arrives at the Mamas & Papas Returns Department in a resalable condition, despite having used a tracked delivery service.

14.5. As soon as we receive your item(s) we will process your refund or exchange in line with our refund policy set out above. Please be aware that any postage charges incurred by returning your item(s) to us will not be refunded.

14.6. Returning Your Furniture

Furniture must not be returned to a Store or Concession. If you are not fully satisfied with your furniture Order, please contact our Customer Care team on 0818 005 298 who will be able to assist with the return. Unless otherwise agreed by Mamas & Papas a charge of €80 will apply if you wish to use this service.

15. Your Manufacturing Guarantee

15.1. Mamas & Papas have a wide range of Products which are all tested to ensure they are of the highest standard and quality. Subject to the conditions and exclusions set out below, Mamas & Papas warrants that all our own brand Products will be free of manufacturing defects, where the Product is used and maintained in accordance with

the instruction manuals for 2 years from the date of your purchase and physically took possession of your Product in-store or date of delivery for instore or online Orders.

15.2. The standard reflects the length of warranty only, and not the quality of refurbishment or Product. Mamas & Papas warrants that all our refurbished own brand Products will be free of manufacturing defects where used and maintained in accordance with the instruction manuals for the following time periods from the date of Order.

15.3. We endeavour to always offer environmentally sustainable options for our customers and so where your Product is covered by our guarantee against manufacturing defect and found by us to have a manufacturing defect, we will at our discretion provide one of the following free of charge:

15.3.1. a replacement self-fit part. Instructions will be provided where required.

15.3.2. a repair carried out by one of our experienced technicians at our Service Centre.

15.4. If we request an inspection of your Product and it is under review for repair, even if the Product is within the two (2) year warranty period, Mamas & Papas will assess the Product for the expected wear and tear of the Product.

15.5. Alternatively, if your Product is deemed irreparable or based on cost is not viable to repair, then in Mamas & Papas sole discretion, a replacement refurbished Product may be provided.

15.6. This guarantee is subject to the following conditions and exclusions below.

15.7. **Conditions**

15.7.1. Products must be ordered from the Website, through our Customer Care team or from one of our Stores or Concessions.

15.7.2. It is only applicable to Products that are in the ROI at the time you wish to make claim under this guarantee.

15.7.3. The guarantee applies to the original purchaser and cannot be transferred with ownership of the Product i.e. second hand purchases or family and/or friends who made a contributing payment.

15.7.4. Where a particular model, colour, fabric or accessory has been discontinued we may have no alternative but to replace with an equivalent Product, colour or fabric.

15.8. Exclusions

- 15.8.1. All clothing, any fabrics (including seat covers and seat pads), rain covers, tyres, and PVC items.
 - 15.8.2. Where incorrect assembly occurs or use of non-recommended parts, or third-party accessories not compatible with original design are used.
 - 15.8.3. General wear and tear.
 - 15.8.4. Accidental damage including airline damage.
 - 15.8.5. Damage caused by non-domestic use, abuse, misuse, neglect or by not being used and cared for in accordance with our instructions.
 - 15.8.6. Corrosion or rust on the wheels or chassis due to extreme environmental conditions, including high humidity, salt spray, ice or snow or due to insufficient maintenance.
 - 15.8.7. Improper storage of the Product.
 - 15.8.8. Customer dissatisfaction with the Product in terms of disliking the weight, functionality, colour or style etc.
 - 15.8.9. Fabric fading, discoloration or wearing due to incorrect laundering and general wear and tear.
 - 15.8.10. If a Product is adapted or modified.
 - 15.8.11. Products which are repaired by an unauthorised repair agent.
- 15.9. Any replacement part or repair of any Product will not extend the original guarantee period. Any Product provided by way of replacement or exchange of the Product originally ordered will be guaranteed for the remainder of the guarantee period applicable to the original Product. Where store/gift receipt or email Order confirmation cannot be provided Mamas & Papas reserve the right to assess the condition of a Product and determine whether it falls within the scope of the guarantee.
- 15.10. We endeavour to make spares or parts available for you to purchase outside of warranty cover although we cannot guarantee all spares or parts will be available for all models, please contact Customer Care team to discuss this further.
- 15.11. In the unlikely event that you need to claim under the terms of this guarantee, please contact our Customer Care team, or visit your local Store or Concession.
- 15.12. Nothing in this guarantee will affect your legal rights if the Product is faulty or not as described.

15.13. **Branded Products Warranty**

If you have purchased a non-branded product(s) through Mamas & Papas and are experiencing a manufacturing fault with the Product(s), you can speak to our Customer Care team to discuss the fault. In this event, as this is not a Mamas & Papas own brand Product, it may take longer to resolve whilst we discuss with the supplier of the Product(s) about an appropriate resolution.

16. **Traditional Gift Cards & E-Gift Cards**

Traditional gift cards can be ordered in-store or through our Customer Care team. E-gift cards can be ordered through our Customer Care team or on our Website.

16.1. **Buying A Traditional Gift Card**

- 16.1.1. Euro cards can be purchased in our Republic of Ireland (“ROI”) stores or through our Customer Care team on 0818 005 298.
- 16.1.2. Your gift card can only be redeemed in the currency of issue.
- 16.1.3. Only one gift card can be ordered per transaction at a maximum value of €300.

16.2. **Delivery Information**

16.2.1. **Republic of Ireland (Euro)**

Airmail: €1.00: Gift cards will be sent to your designated delivery address and should arrive within 3 Working Days from the date of your Order confirmation.

- 16.2.2. International Sign For: €5.95: For your added security you may choose to have your gift card sent by International Sign For which should arrive within 3 to 5 Working Days from the date of your Order confirmation.

16.3. **Using Your Traditional Gift Card**

16.3.1. **Republic of Ireland (Euro)**

- Mamas & Papas Euro gift cards can be used as full or part payment for any Product(s) ordered from our Republic of Ireland stores, online at www.mamasandpapas.ie or through our Customer Care team.
- To spend in store please present your gift card at the point of ordered.

16.4. **Buying an E-Gift Card**

- 16.4.1. Euro cards can be ordered through our ROI Customer Care team on 0818 005 298 or purchased on our Website [here](#).
- 16.4.2. Only one gift card can be ordered per transaction at a maximum value of €300.

16.5. Delivery Information

- 16.5.1. The ordered of an e-gift card will be subject to credit/debit card clearance which can take a couple of hours. Once an authorisation is cleared the e-mail will be sent to the designated recipient.
- 16.5.2. E-gift cards ordered Monday – Friday before 5 pm will be emailed free of charge to your designated email address within 2 hours of credit/debit card authorisation.
- 16.5.3. E-Gift cards ordered after 5pm Monday–Thursday will arrive the following Working Day.
- 16.5.4. E-Gift cards ordered after 5pm on a Friday or during the weekend will not be delivered until Monday.

16.6. Using Your E-Gift Card**16.6.1. Republic of Ireland (Euro)**

- Mamas & Papas Euro e-gift cards can be used as full or part payment for any goods ordered from our Republic of Ireland stores, online at mamasandpapas.com or through our ROI Customer Care team.
- To spend in-store, please present a printed or digital copy of your e-gift card email at the point of purchasing.
- Your e-gift card cannot be topped up with money so once you have used the value of your e-gift card in full it can be disposed of.

16.7. Applicable to All Gift Cards

- 16.7.1. Please treat your traditional card as if it were cash as the balance cannot be returned to you if it is lost, stolen or damaged.
- 16.7.2. Your card can only be redeemed in the currency of issue.
- 16.7.3. You can check the balance remaining on your gift card at any Mamas & Papas store, over the phone or on our Website [here](#).
- 16.7.4. Any unspent amount left on a gift card will automatically expire, and will be lost, if the gift card is not used within a period of 5 years from the date of purchase in the Republic of Ireland. This period cannot be extended in any circumstances. A balance enquiry is not considered use.
- 16.7.5. The value on any gift cards, whether traditional or e-gift, cannot be exchanged for cash. No change will be given in relation to any Order made by a gift card and, instead, any balance will remain on your gift card which you can then apply to any future Orders.
- 16.7.6. You cannot purchase a gift card using another gift card.

16.7.7. Gift cards including traditional and e-gift cards are non-refundable. This does not affect your legal rights as the original purchaser of the gift card.

16.7.8. Any refund due for any Product ordered with a gift card will be made to a new gift card. Where the gift card has been used by way of part payment for the Product the refund of that part payment will be made to a gift card.

17. Recycling Your Electrical & Electronic Waste (WEEE)

17.1. Unwanted electrical and electronic equipment is the UK's fastest growing type of waste. If such equipment is not recycled or reused, it ends up in landfill sites where the hazardous substances it contains leak out and cause soil and water contamination. This contamination harms the natural habitat and wildlife and may also damage human health.

17.2. Many electrical and electronic items which we throw away can be reused, repaired or recycled. Doing so helps to save our natural finite resources and also reduces the environmental and health risks associated with sending these goods to landfill.

17.3. As part of our environmental responsibilities, we adhere to The Waste Electrical and Electronic Equipment Regulations 2006 which are otherwise known as the WEEE Regulations.

17.4. Where you Order any electrical or electronic Product from us (whether through one of our stores, through our Customer Care team or online from our website), we will take back free of charge, on a one for one basis, any equivalent electrical or electronic product. For example, if you Order an electric steam steriliser, we will take back your old electric steam steriliser. The Product you return for recycling need not have been ordered from us. We are not, however, obliged to take back any Product which is not equivalent or similar to the new Product you are purchasing.

17.5. To recycle through Mamas & Papas, the old Product must be returned to us within 28 Calendar Days of the Order of the new Product.

17.6. If, having ordered an electrical or electronic item from ourselves, you wish to return any equivalent electrical or electronic Product for recycling, please contact our Customer Care team on 0345 268 2000, and we will provide you with instructions as to how to do so. Please note it is mandatory that you contact us in this way before any electrical or electronic item is returned to us. It is not necessary for you to insure

any items which are returned to us under the WEEE Regulations through the post. All items returned to us are recorded and disposed of as required by the Regulations.

17.7. Under the WEEE Regulations, all new electrical and electronic Product(s) should now be marked with the crossed-out wheeled bin symbol shown below.

17.8. Product(s) marked with this symbol show that they were produced after 13th August 2005, and should be disposed of separately from normal household waste so that they can be recycled.

18. Data Protection Privacy Policy

We take the privacy of your personal data very seriously and comply with the Data Protection Act in the United Kingdom. Please visit our privacy policy page [here](#) for more information and contact details.

19. Cookies

Cookies are a technology which is used by us to provide you with customised information from our Website. Please visit our cookie policy page [here](#) for more information.

20. Sharing / Posting Content

Content includes photographs, images, videos with and without audio and other material ("**Content**").

20.1. How does sharing Content work?

Mamas & Papas (Digital) Limited ("**Mamas & Papas**" and "**We**") may redisplay or repost any Content you post on Social Media Platform(s) which uses the #MamasandPapas hashtag. Before Mamas & Papas share your post, all Content will be reviewed by moderators at Mamas & Papas for approval, then, if We love your post, We will share it on our Webpages Social Media Accounts to help other visitors see how you or your little ones are wearing and using our latest Products, and by clicking on your post, visitors will be able to shop the look.

20.2. Things Mamas & Papas need you to know before you post any Content:

By posting Content and using the #MamasandPapas, you confirm that you own the copyright in the post and you are granting Mamas & Papas and its parent company, subsidiaries and related entities the perpetual right to use your Content, name, likeness

or any other hashtags which relate to Mamas & Papas on a royalty free, non-exclusive, worldwide, irrevocable basis for any marketing, advertising and promotional purposes on the Webpages and / or Social Media Accounts.

You confirm and acknowledge that:

- You shall be fully responsible for the Content of all imaged posted;
- Any Content posted using the hashtag #MamasandPapap, which is related to Mamas & Papas shall, if used, be available to anyone with access to our Webpages and Social Media Accounts;
- Mamas & Papas shall have the sole discretion to choose the Content it wishes to use and shall not be obliged to use any Content posted which uses a hashtag related to Mamas & Papas;
- Mamas & Papas does not permit the posting of Content which contain personal or confidential information about you or anyone else who appears in the post. Personal information includes, but is not limited to, mobile or telephone numbers or home addresses. If you think a post includes confidential or personal information, please do not post it;
- Mamas & Papas will not accept posts which it deems the Content to advertise commercial businesses or services, nor will Mamas & Papas accept posts which are posted on behalf of an individual which is using the post to promote an organisation which it has a professional connection with.
- Please do not post Content which you do not have the requisite consent to post, for example, please do not post Content of a child or children unless you are the parent and / or you have the consent of the child or children's parents or legal guardians before posting.
- Please also do not post Content which:
 - Attack or intimidate another person;
 - Invade the privacy of other people;
 - Contains Content which may be discriminatory or cause offence on the grounds of a person's protected characteristic (including, but not limited to, their sex, sexual orientation, marital status, race, ethnicity, religious belief, age or disability);
 - Contains Content or a link to Content which is unlawful, defamatory, offensive, abusive, threatening, harassing or knowingly incorrect.

20.3. But what if I don't want Mamas & Papas to use my post?

If you don't want Mamas & Papas to use your Content, or you change your mind after we have posted it, please email social@mamasandpapas.com and we promise we'll remove your Content from the Mamas & Papas Webpages or relevant Social Media Platform(s) within 2 Working Days of receipt of your email.

20.4. I posted on a Social Media Platform and used the #MamasandPapas but I can't see my post on the Mamas & Papas Website or Social Media Accounts?

Unfortunately, We can't use every Content posted on a Social Media Platform. We also can't use Content we deem to be offensive or inappropriate. Further if the Content is of a Product that isn't available in the current catalogue then as we won't be able to match it up to a Product available on the Website, we may not post the Content.

20.5. If I delete the Content from my Social Media account or change my settings to be private, will the Content be removed from the Mamas & Papas site or Social Media page?

No, Mamas & Papas cannot know if you change your preferences on any of your social media accounts therefore any such changes to the post itself or your account privacy settings will not remove the Content from our page. However, if you do want the Content to be removed, simply use the relevant 'report it' button or email the moderators at social@mamasandpapas.com who will ensure the Content is removed within 2 Working Days of receipt of your email.

20.6. Can I make a complaint / report a post?

If you spot something that you think isn't in keeping with Mamas & Papas standards, please report it to us using the relevant 'report it' button or by emailing social@mamasandpapas.com. We keep all reports completely confidential.

If you would like to make a complaint about a post, for example if you think it is in breach of these terms and conditions, please contact social@mamasandpapas.com. If you are not the owner of the post which you are seeking to report then we will take your feedback into consideration but, if the post complies with these terms and conditions, Mamas & Papas shall have sole discretion in deciding if the post is removed.

20.7. **My post has been removed from the Webpages and/or Social Media Platform(s), why?**

Mamas & Papas reserves the right to remove any post for any reason whatsoever in our sole discretion. Mamas & Papas also reserves the right to remove any and all posts by you if you persistently do not comply with these terms and conditions.

If Mamas & Papas receives a complaint about your post, Mamas & Papas in its sole discretion may decide whether to remove the post from its Webpages and / or Social Media Accounts, without requirement, responsibility or obligation to notify you. Further,

if a complaint has been received about your post, Mamas & Papas reserves the right to refuse to publish any futures posts from you which feature the Mamas & Papas hashtag.

Please respect others when posting photographs and treat others as you would expect to be treated.