



## **Terms and Conditions**

All orders from a buyer (“you/your”) for products and/or services supplied by Therapy Box Limited (“we/our/us”) are subject exclusively and strictly to the following conditions and no alterations proposed by you shall be binding unless we agree in writing.

Please read this document carefully as it contains important information about your rights and obligations as well as limitations and exclusions.

These terms and conditions and the order form (together “Agreement”) apply to your purchase of the products and/or services. By accepting delivery of the products and/or services, you confirm that you have read and accept this Agreement.

### **1. ORDERS AND SPECIFICATIONS**

1.1. We shall not be treated as having accepted your order for products and/or services unless it has been confirmed in writing by one of our authorised representatives.

1.2. You shall be responsible for ensuring the products and/or services you purchase are of the correct specification for their intended use and location.

1.3. From time to time we may have to make changes in the specification of a product:

1.3.1. to make it conform with any applicable safety or other statutory requirements; or

1.3.2. to make it reflect changes in the manufacturer’s specification.

1.4. We may also have to make other necessary changes in the specification of a product from time to time, but these will not materially reduce the quality or performance of such product.

### **2. PRICE OF PRODUCTS AND SERVICES**

2.1. The price of the products and/or services shall be our quoted price (which we can change in case of an error) or, where no price has been quoted (or a quoted price is no longer valid), the price listed in our published price list current at the date we accept your order. For the avoidance of doubt, the date that we accept your order shall be the date that the product is despatched.

2.2. When we deliver a product to you, you will incur a postage charge, which will be reflected in the quote and invoice.

2.3. The services purchased with products are applicable only for the duration listed on the invoice.

### **3. TERMS OF PAYMENT**

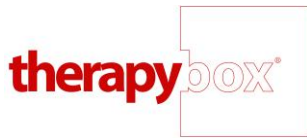
3.1. Subject to any special terms agreed in writing between you and us, we shall be entitled to invoice you and you shall pay for the price of the products and/or services either at point of collection (if collected in person) or within 14 days after receiving the delivery.

3.2. If you fail to make any payment on the date it is due then, without prejudice to any other right or remedy we may have, we can:

3.2.1. cancel this Agreement; or

3.2.2. suspend any further deliveries to you; and/or

3.2.3. charge you interest (both before and after any judgement) on the amount unpaid, at the rate of 2% above the base lending rate of HSBC Bank Plc as published from time to time. Interest is charged on a per annum basis, calculated daily.



3.4. Payment on time is of the essence. That is to say that if you do not pay on time, we can terminate the Agreement. If we do that, we will either not provide you with the product, or if we have already done so, you will give it back to us, failing which we shall be entitled to take it back.

#### **4. RISK AND PROPERTY**

4.1. Once a product is received by you, all risk of damage to, or loss of, the product shall pass to you.

4.2. Irrespective of delivery and the passing of risk in a product, or any other provision of these conditions, the ownership of the products and/or services shall not pass to you until we have received in cleared funds payment in full for the price of the product and all other products agreed to be sold by us to you for which payment is then due.

4.3. Until such time as the ownership of a product passes to you, you shall hold it on our behalf and keep it safe and identified as our property.

4.4. Until such time as the ownership of a product passes to you, we shall be entitled to ask you to return the product to us.

#### **5. WARRANTIES AND REPLACEMENTS**

5.1. Subject to the clauses set out below, a product, where new, is sold with the benefit of and subject to the terms applicable to such warranty or guarantee as is given by the manufacturer of it.

5.2. No liability is accepted for:

5.2.1. any defect resulting from fair wear and tear;

5.2.2. rain, water or other liquid damage;

5.2.3. accidental or wilful damage;

5.2.4. negligence;

5.2.5. abnormal working conditions;

5.2.6. failure to follow the manufacturer's instructions (whether oral or in writing); or

5.2.7. misuse or alteration or repair of the product without the manufacturer's approval.

5.3. There shall be no liability under any such warranty or guarantee if the total price for the product has not been paid by the due date for payment.

5.4. If a valid warranty claim is made within the warranty period, we will replace or repair (at our discretion) the Equipment free of charge. After the expiry of the warranty period, we may make a charge for either of these remedies.

5.5. We shall (at our or the manufacturer's option) have the right to fulfil our obligations under Clause 5.4 by refunding you the price you paid (or a proportionate part thereof, depending upon age and condition). That will be the extent of our liability to you.

#### **6. RETURNS AND EXCHANGE**

6.1 We will accept returns within 14 days of delivery. This is in satisfaction of our obligations under the Consumer Protection (Distance Selling) Regulations 2000.

6.2 In case you decide to return the Products and Services, it should be returned with all the products including any accessories, packaging and brochures.



6.3 In case we deem the returned product was damaged or tampered with by you, you will not qualify for a refund.

6.4 An exchange will be offered only if some or all of the products supplied were faulty. In this case the product you consider faulty should be returned to us. After inspection, if we find the product to be faulty, we will send you a replacement. If we find no fault, we will return the product to you and apply an administration charge.

## **7. LIABILITY**

7.1. We do not exclude or limit liability if you are injured or die as a result of our negligence or that of our servants, agents or employees or for fraud or fraudulent misrepresentation. Nothing in this Clause shall exclude or restrict our liability in respect of any liability which we cannot exclude or restrict by law.

## **8. YOUR PERSONAL DATA**

8.1 We respect your personal information and undertake to comply with applicable Data Protection legislation in place.

## **9. GENERAL**

9.1. If you or us break this Agreement and the other chooses to overlook it, this will not prevent the other from taking further action if you or us break this Agreement again.

9.2. If either of us cannot do what we have promised in this Agreement because of something beyond our reasonable control such as, without limitation, lightning, flood, exceptionally severe weather, fire, explosion, terrorism, war, military operations, national or local emergency, civil disorder, industrial disputes (whether or not involving our employees), acts or omissions of persons for whom we are not responsible (including our suppliers), or acts of local or central Government or other competent authorities, such party will not be liable for this.

9.3. Please note, you will be treated as having received the products and this Agreement when we have tried to deliver them to you even if you were not there to collect them.

9.4. Third parties cannot benefit from this Agreement under The Contracts (Rights of Third Parties) Act 1999.

9.5. This Agreement is subject to the law of the relevant part of the United Kingdom and the English Courts have exclusive jurisdiction.

9.6. Each of the Clauses of this Agreement shall be construed separately and independently of each other and the invalidity of any one part shall not affect the validity of any other part.

9.7. You may make a complaint to us as follows:

9.7.1. by writing to us at the address stated on the website

9.7.2. by calling us on the telephone number stated on our website

9.7.3. by contacting us via email address listed on our website.