

TERMS OF SERVICE

OUR ON-LINE STORE

Trading Terms and Conditions

These terms and conditions are the contracts between you and G&M Healthcare Ltd . Company registered in England. Company registration number 8805990 and Medisculpt Therapy Ltd. Company registered in England. Company registration number 11922802 ("us", "we", etc).

By visiting or using Our Website, you agree to be bound by these terms and conditions. They protect your rights as well as ours.

You are: Anyone who uses Our Website.

Please read this agreement carefully and save it. If you do not agree with it, you should leave Our Website immediately.

The terms and conditions:

1. Definitions In this agreement:

"Consumer"

means any individual who, in connection with this agreement, is acting for a purpose that is outside his business.

"Content"

means the textual, visual or audio content that is encountered on Our Website. It may include, among other things: text, images, sounds, videos and animations.

"Extra Work"

means all of the work we do and the materials we buy to prepare or produce our Products or Specified Goods.

"Goods"

means any of the goods we offer for sale on Our Website, or, if the context requires, goods we sell to you. It includes Products or Specified Goods or Specified Products.

"Intellectual Property"

means intellectual property of every sort, whether or not registered or registrable in any country, including intellectual property of kinds coming into existence after today; and including, among others, designs, copyrights, software, discoveries, know-how, together with all rights which are derived from those rights.

"Post"

means display, exhibit, publish, distribute, transmit and/or disclose information, Content and/or other material on to Our Website, and the phrases "Posted" and "Posting" shall be interpreted accordingly.

"Specified Goods"

"Our Website"

means Goods or Products which have been subject to work or process to your specific order.

means any website of ours, and includes all web pages controlled by us.

2. Interpretation

Unless the context clearly requires otherwise, the interpretation of this agreement shall be subject to the matters listed below.

a reference to one gender shall include any or all genders and a reference to the singular may be interpreted where appropriate as a reference to the plural and vice versa.

a reference to a person includes a human individual, a corporate entity and any organisation which is managed or controlled as a unit.

the headings to the paragraphs of this agreement are inserted for convenience only and do not affect the interpretation.

in the context of permission, "may not" in connection with an action of yours, means "must not".

any agreement by either party not to do or omit to do something includes an obligation not to allow some other person to do or omit to do that same thing.

a reference to an act or regulation includes new law of substantially the same intent as the act or regulation referred to.

in any indemnity, a reference to costs or expenses shall be construed as including the estimated cost of management time of the indemnified party, [such cost calculated £100 per hour].

these terms and conditions apply to all supplies of Products or Goods by us to you. They prevail over any terms proposed by you.

3. Our contract with you

This agreement contains the entire agreement between the parties and supersedes all previous agreements and understandings between the parties.

Each party acknowledges that, in entering into this agreement, he does not rely on any representation, warranty, information or document or other terms not forming part of this agreement.

If you use Our Website in any way and make an order on behalf of another person you warrant that you are aged 18 years or over and you have full authority to do so and you accept personal responsibility for every act or omission by you.

Unless otherwise stated we guarantee that Goods or Products advertised on Our Website are available.

We may change these terms from time to time. The terms that apply to you are those posted here on Our Website on the day you order Goods. We advise you to print a copy for your records.

The price of Goods may be changed by us at any time. We will never change a price so as to affect the price charged to you at the time when you buy those Goods.

If in future, you buy Goods from us under any arrangement which does not involve your payment via Our Website, these terms still apply so far as they can be applied.

4. Acceptance of your order

This paragraph applies to Goods which you buy from us as advertised, without change to your specific requirements.

Your order is an offer to buy from us.

AND

We shall accept your order by [e-mail confirmation]. That is when our contract is made. [Our message will also confirm details of your purchase and tell you when we shall despatch your order].

AND

At any time before the Goods are despatched, we may decline to supply the Goods to you without giving any reason.

If we do not have all of the Goods you order in stock, we will offer you alternatives. If this happens you may:

accept the alternatives we offer;

cancel all or part of your order.

5. Extra Work and approval of Proof / Sample

This paragraph applies to Specified Goods.

Our contract to supply Specified Goods is a contract for both the supply of Goods and the Extra Work you have asked us to do.

Nothing said or done by us is an acceptance of an order until we confirm clear acceptance in writing, giving you details of our understanding of your exact requirements. [At any point up until then, we may decline your order without giving any reason]. From that time, we are both bound to these contract terms.

In certain instances and within 7 days of entering into this contract we will submit a sample of the product to you for approval.

If you wish to make any change to the specification of the Extra Work, you must pay us the sum we estimate that the change will cost us, based on our then-current charging rates.

If you terminate this agreement before the Specified Goods are complete, you agree to pay us for all of the Extra Work up to the date of cancellation by you. In addition, you will pay us a mark-up of 30% of the total cost of Extra Work.

6.Consultation Fees

6.1. At our Clinics, we treat every patient with the care they deserve, whilst offering competitive pricing for our treatments and procedures that reflect our team's experience, expertise and level of care we offer.

6.2. In order to maintain our professional and ethical standards we have a fully refundable deposit for Doctors and Aestheticians consultations. The fee is fully refunded upon arrival for your consultation against your next treatments or purchase of products. This does not apply to Alevere Therapy.

6.3. Most of our consultation fees are fully refundable against treatments and products, unless you do not attend your appointment, or cancel your appointment with under 48 hours notice of the scheduled time of your appointment.

6.4 Cancellations can be made by phone, email or in-person with at least 48 hours notice prior to your scheduled appointment. We would be grateful if you could do so as soon as you know to avoid any confusion and to help us maintain our level of service.

6.5 Late Arrivals. We do our best to accommodate late arrivals. However, there may be times when a late arrival will result in reduced consultation or treatment time, or we may have to reschedule your appointment.

6.6. Child Policy (Under 18s). In line with regulations from the Care Quality Commission, we do not allow such persons into our clinic – for their own safety. We will endeavour to assist you or reschedule your appointment if this presents a problem for you.

7. Prices

Prices of Products are shown on Our Website and prices for Specified products are available on enquiry, either through Our Website or by telephone.

Prices include UK value added tax. If you show by your delivery address that you reside outside the United Kingdom, VAT will be deducted at the payment point.

8. Payment

If we owe you money (for this or any other reason), we will credit your credit or debit card as soon as reasonably practicable but in any event no later than [14] days from the date when we accept that repayment is due. We will not split an order. We require the full price of your order before we will send any part of it.

Bank charges by the receiving bank on payments to us will be borne by us. All other charges relating to payment in a currency other than Pounds Sterling will be borne by you.

Any information given by us in relation to exchange rates are approximate only and may vary from time to time.

If, by mistake, we have under-priced products, we will not be liable to supply those products to you at the stated price, provided that we notify you before we dispatch it to you.

The price of the products do not include the delivery charge which will be charged at the rates applicable at the date you place your order and which will be displayed on a page of Our Website before we ask you to pay.

9. Security of your credit card

We take care to make Our Website safe for you to use.

Card payments are not processed through pages controlled by us. We use one or more online payment service providers (currently, Wix and Paypal) who will encrypt your card or bank account details in a secure environment.

If you have asked us to remember your credit card details in readiness for your next purchase or subscription, we will securely store your payment details on our systems. These details will be fully encrypted and used only to process your automatic monthly payments or other transactions which you have initiated.

10. Cancellation and refunds

Please note that this paragraph does not apply to any Specified Products you order through Our Website.

This and the following paragraph apply if you buy as a consumer as defined in the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013. Provided the Regulations apply to the transaction concerned, then the following terms apply to the contract.

10.1. We now inform you that information relating to all aspects of our Products is not in this document but in our marketing material, whether that is in the medium of Our Website or in hard copy.

10.2. The following rules apply to the cancellation of your order:

10.2.1. If you have ordered Products, but have not received them, you may cancel your order without giving a reason, at any time within 14 days of your order. You will have no obligation and we will return your money.

10.2.2. If you have ordered Products, and received them, you may cancel your order at any time within 14 days of the date you received them. You must tell us that you wish to cancel. You must also send the Products back to us within that same 14 day period.

10.3. We will return your money subject to the following conditions:

10.3.1. we receive the Products in a condition in which we can re-sell them at full price, in new condition, with labels and packaging intact.

1. you comply with our procedure for returns and refunds. We cannot return your money unless we know who sent them.

1. The option to cancel your order is not available:

11.1. if you purchase sealed products that relate to health or hygiene, and they become unsealed after delivery, or cannot be re-sold for some other reason;

11.2. if they are a hard medium for a product in soft copy, which comes to you sealed and is returned to us unsealed.

11.3. If the products are somehow mixed with other goods so that we cannot identify or easily separate them.

11.4. You are responsible for the cost of returning the Products. We have no obligation to refund to you, your cost of re-packing and returning the Products.

1. In any of the above scenarios, we will return your money within 14 days.

12. Liability for subsequent defects

1. Please examine the Products received from us immediately after you receive them. If you do not tell us of any defect or problem within 30 days of receipt of the Goods, we shall assume that you have accepted them.
2. The procedure to return the faulty Products is as follows:
 1. the Products must be returned to us as soon as any defect is discovered but not later than six months from receipt by you.
 2. before you return the Products to us, please carefully re-read the instructions and check that you have assembled it correctly, complied with any provisions relating to their careful packaging.
 3. please follow the returns procedure provided on our website, although you may wish to contact us to send to you as soon as you notify us that you wish to return them.
3. We will return your money subject to the following conditions:
 1. we receive the Products with labels and packaging intact.
 2. you comply with our returns procedure. We cannot return your money unless we know who sent them.
 3. you tell us clearly what is the fault you complain of when it first became apparent, and other information to enable us to identify or reproduce it.
4. If any defect is found, then we shall:
 1. repair or replace the Products, or
 2. refund the full cost you have paid including the cost of returning the Products.

13. Delivery

1. Products are delivered within 3-5 working days from the day you place an order to purchase the Goods.
2. [You may collect your Products from our premises at 346 Cemetery Road, Sharrow, Sheffield, S11 8FT. England.
3. Delivery of Products will be made by the carrier to the address stipulated in your order. You must ensure that someone is present to accept delivery.
4. If we are not able to deliver your Products within 3-5 working days of the date of your order, we shall notify you by e-mail to arrange another date for delivery.
5. We may deliver the Products in instalments if they are not all available at the same time for delivery.
6. Products are sent at our risk until signed for by you or by any other person at the address you have given to us [unless you have instructed us in the order process that you wish us to leave the Goods without an acceptance signature (for example: "leave it in the garage")].
7. Products are sent by post. We will send you a message by email to tell you when we have despatched your order.
8. Products are at your risk from the moment they are picked up by the carrier from our warehouse.
9. All Products must be signed for on delivery by an adult aged 18 years or over. If no one of that age is at the address when the delivery is attempted the Products may be retained by the driver. When your Goods arrive it is important that you check immediately the condition and quantity. If your Goods have been damaged in transit, you must refuse the delivery and immediately contact us so that we may dispatch a replacement quickly and minimise your inconvenience.

10. Signing "Unchecked", "Not Checked" or similar is not acceptable.
11. If we agree with you to deliver on a particular day or at a particular time, we will do our best to comply. But no time given is to be treated as contractual. So we are not liable to you for any expense or inconvenience you incur on account of delayed delivery or non-delivery.
12. Some Products may be delicate and delivery times may be slightly longer. In this case, approximate delivery dates will be given when you place your order.
13. Time for delivery specified on the order, if any, is an estimate only and time shall not be of the essence.
14. **We are happy for you to pick up Products from our premises provided you make an appointment in advance and payment has been received into our bank. [Cash or cheque on arrival is not acceptable].**

15. If you pick up Products from our premises then:

we will not be able to assist you in loading any items;

Products are at your risk from the moment they are picked up by you or your Carrier from our premises;

you agree that you are responsible for everything that happens after you take possession of the Products, on and off our premises, including damage to property of any sort, belonging to any person.

14. Foreign taxes and duties

1. If you are not in the UK, we have no knowledge of, and no responsibility for, the laws in your country.
2. You are responsible for purchasing Products that you are lawfully able to import and for the payment of import duties and taxes of any kind levied in your country.

15. Risk and retention of title

1. Ownership of the Goods shall not pass to you until they are fully paid for, but the risk in the Goods shall be borne by you from the date of the delivery by us or our agents.
2. The Goods shall be at your risk as from delivery.
3. We shall deliver the Goods, duty and delivery paid, to your premises and/or address provided
4. In spite of delivery having been made, title to the Goods shall not pass from us until:

you have paid the price in full; and

no other sums whatever shall be due from you to us.

1. Until title to the Goods passes to you, you shall hold the Goods on a fiduciary basis as bailee for us.
2. You must store the Goods (at no cost to us) separately from all other goods in your possession and marked in such a way that they are clearly identified as our Goods.
3. Despite any of the Goods remaining our property, you may sell or use the Goods in the ordinary course of your business at full market value for our account.
4. Any sale or dealing shall be a sale or use of our Goods by you on your own behalf so that you deal as principal and not as agent for us.
5. Until title to the Goods passes from us the entire proceeds of the sale of the Goods shall be held in trust for us and shall not be mixed with other money or paid into any overdrawn bank account and shall be at all material times identified as our money.
6. We shall be entitled to recover the price notwithstanding that property in any of the Goods has not passed from us.
7. If we ask you to return Goods unsold you must do so.

8. If, when asked, you fail to return the goods, we may enter onto your premises and repossess the Goods.
9. You must not pledge or in any way charge by way of security any of the Goods which are our property. Without prejudice to our other rights, if you do so, all money owing to us shall immediately become due and payable.
10. You must keep the Goods insured to their full value against 'all risks' to our reasonable satisfaction until sold on by you.
11. If, when we ask, you fail to deliver to us a copy of your insurance policy covering risks to the Goods, all money owing by you to us shall immediately become due and payable.
12. While we have title to any of the Goods, which you have attached to or incorporated into new goods, then:

title to the new goods shall vest in us;

you shall hold such goods as bailee of and to the order of us until we have received payment in full.

all our rights in relation to the Goods (including our rights under this agreement) shall extend to such new goods.

1. You must promptly deliver the prescribed particulars of this contract to the Companies Registrar in accordance with the Companies Act 2006 Part 25 as amended. Without prejudice to our other rights, if you fail to do so all sums whatever owing by you to us shall immediately become due and payable.

16. Goods returned

These provisions apply if you buy from us other than being a Consumer. The following rules apply to return the faulty Goods:

1. We do not accept returns unless there was a defect in the Goods at the time of purchase, or we have agreed in correspondence that you may return them.
2. Before you return Goods to us, please carefully re-read the instructions and check that you have repackaged it correctly and complied with any provisions relating to the Products.
3. So far as possible, Goods should be returned:

with both Goods and all packaging as far as possible in their original condition;

securely wrapped;

including our delivery slip ;

at your risk and cost.

1. The procedure for the return of Goods is set out on Our Website. If you do not follow this procedure, we may be unable to identify you as the sender of the Goods.
2. You must tell us by an email message that you would like to return Goods, specifying exactly what Goods and when purchased, and giving full details of the defect or other reason for return. We will then issue a returns note. If you send Goods to us without a returns note, we may not be able to identify sufficient details to enable us to attend to your complaint.
3. Detailed instructions for returning faulty Goods are on Our Website. Please note in particular that we cannot deal with your complaint unless you return the entire Goods that you bought: that is to say, with all components and parts and in the original packaging.
4. In returning faulty Goods please enclose with it a note clearly stating the fault and when it arises
5. If we agree that the Goods are faulty, we will:

refund the cost of return carriage;

repair or replace the Goods as we choose.

If we repair or replace the Goods, you have no additional claim against us either under this agreement or by statute or common law, in respect of the defect.

17. How we handle your Content

1. Our privacy policy is strong and precise. It complies fully with the Data Protection Act 2018 which is at [\[link to privacy policy\]](#).
2. If you Post Content to any public area of Our Website it becomes available to the public domain. We have no control who sees it nor what anyone does with it.

[You now irrevocably authorise us to publish feedback, comments and ratings about your activity through Our Website, even though it may be defamatory or critical.]

Posting Content of any sort does not change your ownership of the copyright in it. We have no claim over it and we will not protect your rights for you.

1. You understand that you are personally responsible for your breach of someone else's intellectual property rights, defamation, or any law, which may occur as a result of any Content having been Posted by you;
2. You accept all risk and responsibility for determining whether any Content is in the public domain and not confidential.
3. Please notify us of any security breach or unauthorised use of your account.

18. THIRD-PARTY LINKS

1. Certain content, products and services available via our Service may include materials from third-parties.
2. Third-party links on this site may or responsibility direct you to third-party websites that are not affiliated with us. We are not responsible for examining or evaluating the content or accuracy and we do not warrant and will not have any liability for any third-party materials or websites, or for any other materials, products, or services of third parties.
3. We are not liable for any harm or damages related to the purchase or use of goods, services, resources, content, or any other transactions made in connection with any third-party websites. Please review carefully the third-party's policies and practices and make sure you understand them before you engage in any transaction. Complaints, claims, concerns, or questions regarding third-party products should be directed to the third party.

19. OPTIONAL TOOLS

19.1. We may provide you with access to third-party tools over which we neither monitor nor have any control nor input.

19.2. You acknowledge and agree that we provide access to such tools "as is" and "as available" without any warranties, representations or conditions of any kind and without any endorsement. We shall have no liability whatsoever arising from or relating to your use of optional third-party tools.

1. Any use by you of optional tools offered through the site is entirely at your own risk and discretion and you should ensure that you are familiar with and approve of the terms on which tools are provided by the relevant third-party provider(s).
2. We may also, in the future, offer new services and/or features through the website (including, the release of new tools and resources). Such new features and/or services shall also be subject to these Terms of Service.

20..USER COMMENTS, FEEDBACK AND OTHER SUBMISSIONS

If at our request, you send certain specific submissions (for example contest entries) or without a request from us you send creative ideas, suggestions, proposals, plans, or other

materials, whether online, by email, by postal mail, or otherwise (collectively, 'comments'), you agree that we may, at any time, without restriction, edit, copy, publish, distribute, translate and otherwise use in any medium any comments that you forward to us. We are and shall be under no obligation (1) to maintain any comments in confidence; (2) to pay compensation for any comments; or (3) to respond to any comments.

21. We may, but have no obligation to, monitor, edit or remove content that we determine in our sole discretion are unlawful, offensive, threatening, libellous, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property or these Terms of Service.

22. You agree that your comments will not violate any right of any third party, including copyright, trademark, privacy, personality or another personal or proprietary right. You further agree that your comments will not contain libellous or otherwise unlawful, abusive or obscene material, or contain any computer virus or other malware that could in any way affect the operation of the Service or any related website. You may not use a false e-mail address, pretend to be someone other than yourself, or otherwise mislead us or third parties as to the origin of any comments. You are solely responsible for any comments you make and their accuracy. We take no responsibility and assume no liability for any comments posted by you or any third party.

23. Restrictions on what you may Post to Our Website

We invite you to Post Content to Our Website in several ways and for different purposes. We have to regulate your use of Our Website to protect our business and our staff, to protect other users of Our Website and to comply with the law. These provisions apply to all users of Our Website.

We do not undertake to moderate or check every item Posted, but we do protect our business vigorously. If we believe Content Posted breaches the law, we shall co-operate fully with the law enforcement authorities in whatever ways we can.

You agree that you will not use or allow anyone else to use Our Website to Post Content or undertake any activity which is or may:

1. be unlawful, or tend to incite another person to commit a crime;
2. consist in commercial audio, video or music files;
3. be sexually explicit or pornographic;
4. be likely to deceive any person or be used to impersonate any person, or to misrepresent your identity, age or affiliation with any person;
5. give the impression that it emanates from us or that you are connected with us or that we have endorsed you or your business;
6. be made on behalf of some other person, or impersonate another person;
7. request or collect passwords or other personal information from another user without his permission, nor Post any unnecessary personal information about yourself;
8. be used to sell any goods or services or for any other commercial use not intended by us, for yourself or for any other person. Examples are: sending private messages with a commercial purpose, or collecting information with the intention of passing it to a third party for his commercial use;
9. include anything other than words (i.e. you will not include any symbols or photographs) except for a photograph of yourself in your profile in such place as we designate;
10. link to any of the material specified in this paragraph;

11. use distribution lists that include people who have not given specific permission to be included in such distribution process;
12. send age-inappropriate communications or Content to anyone under the age of 18.
13. **OTHER PROHIBITED USES**

In addition to other prohibitions above, you are prohibited from using the site or its content: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information; (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Service or of any related website, other websites, or the Internet; (h) to collect or track the personal information of others; (i) to spam, phish, pharm, pretext, spider, crawl, or scrape; (j) for any obscene or immoral purpose; or (k) to interfere with or circumvent the security features of the Service or any related website, other websites, or the Internet. We reserve the right to terminate your use of the Service or any related website for violating any of the prohibited uses.

24. Your Posting: restricted content

In connection with the restrictions set out below, we may refuse or edit or remove a Posting that does not comply with these terms.

In addition to the restrictions set out above, a Posting must not contain:

1. hyperlinks, other than those specifically authorised by us;
2. keywords or words repeated, which are irrelevant to the Content Posted.
3. the name, logo or trademark of any organisation other than yours.
4. inaccurate, false, or misleading information;

25. Removal of offensive Content

1. For the avoidance of doubt, this paragraph is addressed to any person who comes on Our Website for any purpose.
2. We are under no obligation to monitor or record the activity of any user of Our Website for any purpose, nor do we assume any responsibility to monitor or police Internet-related activities. However, we may do so without notice to you and without giving you a reason.
3. If you are offended by any Content, the following procedure applies:
4. your claim or complaint must be submitted to us in the form available on Our Website, or contain the same information as that requested in our form. It must be sent to us by post or email.

we shall remove the offending Content as soon as we are reasonably able;

after we receive notice of a claim or complaint, we shall investigate so far as we alone decide;

we may re-instate the Content about which you have complained or we may not.

1. In respect of any complaint made by you or any person on your behalf, whether using our form of complaint or not, you now irrevocably grant to us a licence to publish the complaint and all ensuing correspondence and communication, without limit.
2. you now agree that if any complaint is made by you frivolously or vexatiously you will repay us the cost of our investigation including legal fees if any.

26. Security of Our Website

If you violate Our Website we shall take legal action against you.

You now agree that you may not, and will not allow any other person to:

1. modify, copy, or cause damage or unintended effect to any portion of Our Website, or any software used within it.
2. link to Our Website in any way that would cause the appearance or presentation of the site to be different from what would be seen by a user who accessed the site by typing the URL into a standard browser;
3. download any part of Our Website, without our express written consent;
4. collect or use any product listings, descriptions, or prices;
5. collect or use any information obtained from or about Our Website or the Content except as intended by this agreement;
6. aggregate, copy or duplicate in any manner any of the Content or information available from Our Website, other than as permitted by this agreement or as is reasonably necessary for your use of Our Website;
7. Share with a third party any login credentials to Our Website;
8. Despite the above terms, we now grant a licence to you to:

create a hyperlink to Our Website for the purpose of promoting an interest common to both of us. You can do this without specific permission. This licence is conditional upon you not to portray us or any product or service in a false, misleading, derogatory, or otherwise offensive manner. You may not use any logo or other proprietary graphic or trademark of ours as part of the link without our express written consent.

you may copy the text of any page for your personal use in connection with the purpose of Our Website.

27. Disclaimers

1. The law differs from one country to another. This paragraph applies to sales throughout the UK and EU only.
2. All implied conditions, warranties and terms are excluded from this agreement. If in any jurisdiction an implied condition, warrant or term cannot be excluded, then this subparagraph shall be deemed to be reduced in effect, only to the extent necessary to release that specific condition, warranty or term.
3. We make no representation or warranty for:
 1. any implied warranty or condition as to merchantability or fitness of the Products for a particular purpose;
 2. the adequacy or appropriateness of the Products for your purpose.
4. We claim no expert knowledge in your particular peculiarities. We disclaim any obligation or liability to you arising directly or indirectly from information you take from Our Website.
5. You agree that in any circumstances when we may become liable to you, the limit of our liability is the amount you have paid us for the Goods concerned limited to the preceding 3months period.
6. We shall not be liable to you for any loss or expense which is:
 1. indirect or consequential loss; or
 2. economic loss or other loss of turnover, profits, business or goodwill, even if such loss was reasonably foreseeable or we knew you might incur it.
7. This paragraph (and any other paragraph which excludes or restricts our liability) applies to our directors, officers, employees, subcontractors, agents and affiliated companies (who may enforce this provision under the Contracts (Rights of Third Parties) Act 1999 / Contracts (Rights of Third Parties) (Scotland) Act 2017, as well as to us.

8. If you become aware of any breach of any term of this agreement by any person, please tell us by email. We welcome your input but do not guarantee to agree with your judgement.
9. Nothing in this agreement excludes liability for a party's fraud.

28. Your account with us

1. You agree that you have provided, and will continue to provide accurate, up to date, and complete information about yourself. We need this information to provide you with the Goods.
2. If you use the website, you are responsible for maintaining the confidentiality of your account and password and for preventing any unauthorised person from using your computer.
3. You agree to accept responsibility for all activities that occur under your account or password. You should tell us immediately if you believe some person has accessed your account without your authority and also log in to your account and change your password.

29. Indemnity

You agree to indemnify us against all costs, claims and expenses arising directly or indirectly from:

1. your failure to comply with the law of any country;
2. your breach of this agreement;
3. any act, neglect or default by any agent, employee, licensee or customer of yours;
4. a contractual claim arising from your use of the Products;
5. a breach of the intellectual property rights of any person.

30. Intellectual Property

1. Copyright works owned by you or a third party are unaffected by this agreement.
2. The Intellectual Property in all work we do in the process leading to completion of the Specified Goods and in the completed Specified Goods belongs to us.
3. If you change or create derivative versions of the Specified Goods, the Intellectual Property in those changed or derived versions also belongs to us.
4. We now grant an exclusive license to you to use the Intellectual Property in the Specified Goods for a period of 99 years. You may not assign this licence except by way of sale or transfer of the Specified Goods and must notify us of any such dealing.

31. Dispute resolution

In this paragraph, the term "ADR Provider" means an approved body under the Alternative Dispute Resolution for Consumer Dispute Regulations 2015.

The following terms apply in the event of a dispute between the parties:

1. If you are not happy with our services or have any complaint then you must tell us by email message to an updated address which you will find on Our Website].
2. Detailed information about our complaint handling procedure is at [enter link (if any)]
3. If a dispute is not settled as set out above, we hope you will agree to attempt to resolve it by engaging in good faith with us in a process of mediation or arbitration.
4. We can propose an ADR Provider or will listen to your proposal. If you are in any way concerned, you should read the regulations at: <http://ec.europa.eu/consumers/odr/>.

32. Miscellaneous matters

1. When we communicate with you we do so by email. You agree that email communications are contractually binding in the same way as properly signed and dated paper correspondence sent by post.
2. Where we provide goods or services without a specific charge to you, then it (or they) is deemed to be provided free of charge, and not to be associated with any other goods or

service for which a charge is made. Accordingly, there is neither contractual nor other obligation upon us in respect of those products, goods or that service.

3. If any term or provision of this agreement is at any time held by any jurisdiction to be void, invalid or unenforceable, then it shall be treated as changed or reduced, only to the extent minimally necessary to bring it within the laws of that jurisdiction and to prevent it from being void and it shall be binding in that changed or reduced form. Subject to that, each provision shall be interpreted as severable and shall not in any way affect any other of these terms.
4. The rights and obligations of the parties set out in this agreement shall pass to any permitted successor in title.
5. Any obligation in this agreement intended to continue to have effect after termination or completion shall so continue.
6. No failure or delay by any party to exercise any right, power or remedy will operate as a waiver of it nor indicate any intention to reduce that or any other right in the future.
7. Any communication to be served on either party by the other shall be delivered by hand or sent by first class post or recorded delivery or by e-mail.

It shall be deemed to have been delivered:

if delivered by hand: on the day of delivery;

if sent by post to the correct address: within 72 hours of posting;

If sent by e-mail to the address from which the receiving party has last sent e-mail: within 24 hours if no notice of non-receipt has been received by the sender.

1. This agreement does not give any right to any third party under the Contracts (Rights of Third Parties) Act 1999 / Contracts (Rights of Third Parties) (Scotland) Act 2017 or otherwise.
2. We shall not be liable for any failure or delay in performance of this agreement which is caused by circumstances beyond our reasonable control, [including any labour dispute between a party and its employees].
3. In the event of any conflict between any term of this agreement and the provisions of the articles of a limited company or any comparable document intended to regulate any other corporate or collective body, then the terms of this agreement shall prevail.
4. The validity, construction and performance of this agreement shall be governed by the laws of England and Wales and you agree that any dispute arising from it shall be litigated only in the UK.

Notice of right of cancellation: Right to Cancel and Model Cancellation Form

Information about your statutory right to cancel

Your right to cancel

Under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, you have the right to cancel this contract within 14 days without giving any reason.

The cancellation period will expire 14 days after the contract was made.

How to cancel

To meet the cancellation deadline, it is enough for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

To exercise the right to cancel, you must inform us of your decision to cancel this contract by a clear statement, sent to us by post or e-mail us at : info@gandmhealthcare.co.uk

You may use the attached model cancellation form, but you can use your own words as long as your intention is clear.

Model cancellation form

To : Us please give our full details

I/We hereby give notice that I/we cancel my/our contract of purchase of the following products [enter details of goods or products and any reference].

Ordered on [date]/received on [date],

Name: [enter name or names in which the order was made],

Address: [enter your address],

Signature: (only if this form is notified on paper)

Date: [date]