



Terms / Returns Policy

INTERNET DELIVERIES

Orders are dispatched within two working days of receipt of order to ensure where possible next working day delivery.

TERMS & CONDITIONS

BACKGROUND:

This agreement applies as between you, the User of this Web Site and Hampstead Osteopathy the owner of this Web Site. Your agreement to comply with and be bound by these Terms and Conditions is deemed to occur upon your first use of the Web Site. If you do not agree to be bound by these Terms and Conditions, you should stop using the Web Site immediately.

No part of this Web Site is intended to constitute a contractual offer capable of acceptance. Your order constitutes a contractual offer and our acceptance of that offer is deemed to occur upon our sending a dispatch email to you indicating that your order has been fulfilled and is on its way to you.

1. Definitions and Interpretation

In this Agreement the following terms shall have the following meanings:

“Account” means collectively the personal information, Payment Information and credentials used by Users to access Paid Content and / or any communications System on the Web Site;

“Carrier” means any third party responsible for transporting purchased Goods from our Premises to customers;

“Content” means any text, graphics, images, audio, video, software, data compilations and any other form of information capable of being stored in a computer that appears on or forms part of this Web Site;

“Goods” means any products that Hampstead Osteopathy advertises and/or makes available for sale through this Web Site;

“Hampstead Osteopathy” means Hampstead Osteopathy; 1 Queens Court, 224 West End

Lane, London, NW6 1UT

“Service” means collectively any online facilities, tools, services or information that Hampstead Osteopathy makes available through the Web Site either now or in the future;

“Payment Information” means any details required for the purchase of Goods from this Web Site. This includes, but is not limited to, credit/debit card numbers, bank account numbers and sort codes;

“Purchase Information” means collectively any orders, invoices, dispatch notes, receipts or similar that may be in hard copy or electronic form;

“Premises” means our place of business located at; 1 Queens Court, 224 West End Lane, London, NW6 1UT

“System” means any online communications infrastructure that Hampstead Osteopathy makes available through the Web Site either now or in the future. This includes, but is not limited to, web-based email, message boards, live chat facilities and email links;

“User”/“Users” means any third party that accesses the Web Site and is not employed by Hampstead Osteopathy and acting in the course of their employment; and

“Web Site” means the website that you are currently using (<http://www.Hampsteadosteopathy.com>) and any sub-domains of this site unless expressly excluded by their own terms and conditions.

2. Age Restrictions

Persons under the age of 18 should use this Web Site only with the supervision of an Adult. Payment Information must be provided by or with the permission of an Adult.

3. Intellectual Property

3.1 Subject to the exceptions in Clause 6 of these Terms and Conditions, all Content included on the Web Site, unless uploaded by Users, including, but not limited to, text, graphics, logos, icons, images, sound clips, video clips, data compilations, page layout, underlying code and software is the property of Hampstead Osteopathy, our affiliates or other relevant third parties. By continuing to use the Web Site you acknowledge that such material is protected by applicable United Kingdom and International intellectual property and other laws.

3.2 Subject to Clause 7 you may not reproduce, copy, distribute, store or in any other fashion re-use material from the Web Site unless otherwise indicated on the Web Site or unless given express written permission to do so by Hampstead Osteopathy.

4. Third Party Intellectual Property

4.1 Unless otherwise expressly indicated, all Intellectual Property rights including, but not limited to, Copyright and Trademarks, in product images and descriptions belong to the manufacturers or distributors of such products as may be applicable.

4.2 Subject to Clause 7 you may not reproduce, copy, distribute, store or in any other

fashion re-use such material unless otherwise indicated on the Web Site or unless given express written permission to do so by the relevant manufacturer or supplier.

5. Fair Use of Intellectual Property

Material from the Web Site may be re-used without written permission where any of the exceptions detailed in Chapter III of the Copyright Designs and Patents Act 1988 apply.

6. Links to Other Web Sites

This Web Site may contain links to other sites. Unless expressly stated, these sites are not under the control of Hampstead Osteopathy or that of our affiliates. We assume no responsibility for the content of such web sites and disclaim liability for any and all forms of loss or damage arising out of the use of them. The inclusion of a link to another site on this Web Site does not imply any endorsement of the sites themselves or of those in control of them.

7. Links to this Web Site

Those wishing to place a link to this Web Site on other sites may do so only to the home page of the site <http://www.HampsteadOsteopathy.com> without prior permission. Deep linking (i.e. links to specific pages within the site) requires the express permission of Hampstead Osteopathy's owner. To find out more please contact us by email at ben@hampsteadosteopathy.com

8. Use of Communications Facilities

8.1 When making an enquiry via phone, email or any other System on the Web Site you should do so in accordance with the following rules:

8.1.1 You must not use obscene or vulgar language;

8.1.2 You must not submit Content that is unlawful or otherwise objectionable. This includes, but is not limited to, Content that is abusive, threatening, harassing, defamatory, ageist, sexist or racist;

8.1.3 You must not submit Content that is intended to promote or incite violence;

8.1.4 It is advised that submissions are made using the English language(s) as we may be unable to respond to enquiries submitted in any other languages;

8.1.5 The means by which you identify yourself must not violate these terms of use or any applicable laws;

8.1.6 You must not impersonate other people, particularly employees and representatives of Hampstead Osteopathy or our affiliates; and

8.1.7 You must not use our System for unauthorised mass-communication such as "spam" or "junk mail".

8.2 You acknowledge that Hampstead Osteopathy reserves the right to monitor any and all communications made to us or using our System.

9. Purchasing goods over the phone

9.1 In order to purchase Goods on this Web Site you are required to give personal details over the phone. By continuing to use this Web Site you represent and warrant that:

9.1.1 all information you submit is accurate and truthful;

9.1.2 you have permission to submit Payment Information where permission may be required.

10. Goods, Pricing and Availability

10.1 Whilst every effort has been made to ensure that all graphical representations and descriptions of Goods available from Hampstead Osteopathy correspond to the actual Goods, Hampstead Osteopathy is not responsible for any variations from these descriptions. This does not exclude our liability for mistakes due to negligence on our part and refers only to variations of the correct Goods, not different Goods altogether.

10.2 Where appropriate, you may be required to select the required [size] [model] [colour] [number] [other features] of the Goods that you are purchasing.

10.3 Hampstead Osteopathy does not represent or warrant that such Goods will be available. Stock indications are not provided on the Web Site

10.4 All pricing information on the Web Site is correct at the time of going online. Hampstead Osteopathy reserves the right to change prices and alter or remove any special offers from time to time and as necessary. All pricing information is reviewed and updated periodically.

10.5 In the event that prices are changed during the period between an order being placed for Goods and Hampstead Osteopathy processing that order and taking payment, you will be contacted prior to your order being processed with details of the new price;

10.6 No VAT is added onto any of the prices on the Web Site.

11. Returns Policy

Hampstead Osteopathy aims to always provide high quality Goods that are fault free and undamaged. On occasion however, goods may need to be returned. Returns are governed by these Terms and Conditions.

11.1 If you receive Goods which do not match those that you ordered, unless accompanied by an explanatory note detailing the changes, stating reasons for the changes and setting out your options, you should contact us within 10 days to arrange collection and return. Hampstead Osteopathy is not responsible for paying shipment costs. You will be given the option to have the Goods replaced with those ordered (if available) or to be refunded through the payment method used by you when purchasing the Goods. Refunds and replacements will be issued upon our receipt of the returned Goods.

11.2 If any Goods you have purchased have faults when they are delivered to you, you should contact Hampstead Osteopathy within 28 days to arrange collection and return. Hampstead Osteopathy is responsible for paying shipment costs. Goods must be returned in their original condition with all packaging and documentation. Upon receipt of the returned Goods, the price of the Goods, as paid by you, will be refunded to you through the payment method used by you when purchasing the Goods.

11.3 If any Goods develop faults within their warranty period, you are entitled to a repair or replacement under the terms of that warranty.

11.4 If Goods are damaged in transit and the damage is apparent on delivery, you should sign

the delivery note to the effect that the goods have been damaged. In any event, you should report such damage to Hampstead Osteopathy within 10 days* and arrange collection and return. Hampstead Osteopathy is responsible for paying shipment costs. Upon receipt of the returned Goods, the price of the Goods, as paid by you, will be refunded to you through the payment method used by you when purchasing the Goods.

11.5 You have a statutory right to a “cooling off” period. This period begins once your order is complete and ends 7 days after the Goods have been delivered. If you change your mind about the goods within this period, please return them to Hampstead Osteopathy within 7 days of receipt. Goods can only be returned for this reason if their packaging remains unopened and the Goods can be re-sold, as new, without any additional work on the part of Hampstead Osteopathy. You are responsible for paying shipment costs if Goods are returned for this reason.

11.6 If you wish to return Goods to Hampstead Osteopathy for any of the above reasons, please contact us at ben@hampsteadosteopathy.com or 020 7681 7043 to make the appropriate arrangements.

11.7 When returning Goods a 20% re-stocking fee will be incurred on all items being returned. Therefore, you will only receive a refund of 80% of the value of the item unless you are returning the item due to an error made by Hampstead Osteopathy or the item is faulty.

11.8 Delivery charges will not be refunded in any circumstances.

11.9 Hampstead Osteopathy reserves the right to exercise discretion with respect to any returns under these Terms and Conditions. Factors which may be taken into account in the exercise of this discretion include, but are not limited to:

11.9.1 Any use or enjoyment that you may have already had out of the Goods;

11.9.2 Any characteristics of the Goods which may cause them to deteriorate or expire rapidly;

11.9.3 The fact that the Goods consist of audio or video recordings or computer software and that the packaging has been opened;

11.9.4 Any discounts that may have formed part of the purchase price of the Goods to reflect any lack of quality made known to the Customer at the time of purchase.

Such discretion to be exercised only within the confines of the law.

*Note: Ref 11.4, you are required to give 24hours notification of damaged goods, to enable us to advise our carriers of the problem.

12. Disclaimers

12.1 Hampstead Osteopathy makes no warranty or representation that the Web Site will meet your requirements, that it will be of satisfactory quality, that it will be fit for a particular purpose, that it will not infringe the rights of third parties, that it will be compatible with all systems, that it will be secure and that all information provided will be accurate. We make no guarantee of any specific results from the use of our Services.

12.2 No part of this Web Site is intended to constitute advice and the Content of this Web Site should not be relied upon when making any decisions or taking any action of any kind.

12.3 No part of this Web Site is intended to constitute a contractual offer capable of acceptance.

13. Changes to the Service and these Terms and Conditions

Hampstead Osteopathy reserves the right to change the Web Site, its Content or these Terms and Conditions at any time. You will be bound by any changes to the Terms and Conditions from the first time you use the Web Site following the changes. If Hampstead Osteopathy is required to make any changes to Terms and Conditions relating to sale of Goods by law, these changes will apply automatically to any orders currently pending in addition to any orders placed by you in the future.

14. Availability of the Web Site

The Service is provided “as is” and on an “as available” basis. We give no warranty that the Service will be free of defects and / or faults. To the maximum extent permitted by the law we provide no warranties (express or implied) of fitness for a particular purpose, accuracy of information, compatibility and satisfactory quality.

Hampstead Osteopathy accepts no liability for any disruption or non-availability of the Web Site resulting from external causes including, but not limited to, ISP equipment failure, host equipment failure, communications network failure, power failure, natural events, acts of war or legal restrictions and censorship.

15. Limitation of Liability

15.1 To the maximum extent permitted by law, Hampstead Osteopathy accepts no liability for any direct or indirect loss or damage, foreseeable or otherwise, including any indirect, consequential, special or exemplary damages arising from the use of the Web Site or any information contained therein. Users should be aware that they use the Web Site and its Content at their own risk.

15.2 Nothing in these Terms and Conditions excludes or restricts Hampstead Osteopathy’s liability for death or personal injury resulting from any negligence or fraud on the part of Hampstead Osteopathy.

15.3 Nothing in these Terms and Conditions excludes or restricts Hampstead Osteopathy’s liability for any direct or indirect loss or damage arising out of the incorrect delivery of Goods or out of reliance on incorrect information included on the Web Site.

15.4 Whilst every effort has been made to ensure that these terms and conditions adhere strictly with the relevant provisions of the Unfair Contract Terms Act 1977, in the event that any of these terms are found to be unlawful, invalid or otherwise unenforceable, that term is to be deemed severed from these terms and conditions and shall not affect the validity and enforceability of the remaining terms and conditions. This term shall apply only within jurisdictions where a particular term is illegal.

16. No Waiver

In the event that any party to these Terms and Conditions fails to exercise any right or remedy contained herein, this shall not be construed as a waiver of that right or remedy.

17. Previous Terms and Conditions

In the event of any conflict between these Terms and Conditions and any prior versions thereof, the provisions of these Terms and Conditions shall prevail unless it is expressly stated otherwise.

18. Notices

All notices / communications shall be given to us either by post to our Premises (see address above) or by email to ben@hampsteadosteopathy.com. Such notice will be deemed received 3 days after posting if sent by first class post, the day of sending if the email is received in full on a business day and on the next business day if the email is sent on a weekend or public holiday.

19. Law and Jurisdiction

These terms and conditions and the relationship between you and Hampstead Osteopathy shall be governed by and construed in accordance with the Law of England and Wales and Hampstead Osteopathy and you agree to submit to the exclusive jurisdiction of the Courts of England and Wales.