

# Terms and Conditions

**Please read all these terms and conditions.**

As we can accept your order and make a legally enforceable agreement without further reference to you, you must read these terms conditions to make sure that they contain all that you want and nothing that you are not happy with. If you are not sure about anything just phone us on 0203 946 3219.

## Application

1. These terms and conditions will apply to the purchase of the goods by you (the Customer or you). We are **PPE Medicare limited** a company registered in England and Wales under number 12566898 whose registered office is at 71- 75 Shelton Street, London WC2H 9JQ with email address [backoffice@ppemedicare.co.uk](mailto:backoffice@ppemedicare.co.uk); telephone number 0203 946 3219; (the Supplier or us or we)
2. These are the terms on which we sell all Goods to you. By ordering any of the goods you agree to be bound by these Terms and Conditions. By ordering any of the services you agreed to be bound by these Terms and Conditions you can only purchase the goods from the website if your eligible to enter a contract and are at least 18 years old.

## Interpretation

3. **Consumer** means an individual acting for purposes which are wholly or mainly outside his or her trade, business, craft or profession.
4. **Contract** means the legally binding agreement between you and us with the supply of the goods.
5. **Delivery location** means the suppliers premises or other location where the goods are to be supplied, as set out in the Order.
6. **Durable Medium** means paper or email or any other medium that allows information to be addressed personally to the recipient, enables the recipient to store the information in a way accessible for future reference for appear that is long enough for the purpose of information, and allows the unchanged reproduction of the information stored;
7. **Goods** means the goods advertised on the website that we supply to you of the number and description as set out in the order.
8. **Order** means the customer's order for the Goods from the Supplier as submitted following the step by step process set out on the Website.
9. **Privacy policy** means the terms which set out how we will deal with confidential and personal information received from you via the Website.
10. **Website** means our website [www.ppemedicare.co.uk](http://www.ppemedicare.co.uk) on which the Goods are advertised

## Goods

11. The description of the Goods is as set out in the website, catalogues, brochures of other forms of advertisement. any description is for the illustrative purposes only and they may be small discrepancies in the size and colour of the Goods supplied.
12. In the case of any Goods made to you your special requirements it is your responsibility to ensure that the information or specification you provide is accurate.
13. All Goods which appear on website are subject to availability.
14. make changes to the goods which are necessary to comply with any applicable law or safety requirement. we will notify of these changes.

## Personal information

15. We retain and useful information strictly under the privacy policy.
16. we make contact here by using email or other electronic communication methods and buy prepaid post and you expressly agreed to this.

## Basis of Sale

17. The description of the goods in our website does not constitute a contractual offer to sell the goods. when an order has been submitted on the website, we can reject it for any reason although will try to tell you the reason without delay.
18. the order process is settled on the website. it allows you to check in amend any errors before submitting the order. it is your responsibility to check that you have used the ordering process correctly.
19. A Contract will be formed for the sale of the Goods ordered only when you receive an email from us confirming the Order (**Order Confirmation**). You must ensure that the Order Confirmation is complete and accurate and inform us of any errors. We are not responsible for any inaccuracies in the Order place by you. By placing an Order you agree to us giving you confirmation of the Contract by means of an email with all information in it (i.e. the Order Confirmation). You will receive the order confirmation within a reasonable time after making the contract, but in any event not later than the delivery of any Goods supplied under the Contract.
20. Any quotation is valid for maximum period of 15 days from its date, unless we expressive adroit at an earlier time.
21. no variation of the contract, weather about the description of the goods, fees or otherwise, can be made after it has been entered into less the variation is agreed by the customer and supplier in writing.
22. we intend that these terms and conditions apply only to a contract entered into by you as a consumer. if this is not the case you must tell us, so that we can provide you with a different contract with terms which are more appropriate for you and which might in some respects, be better for you, e.g. by giving you rights as a business.

## Price and Payments

23. The price of the goods and any additional delivery or other charges is that set out on the website at the date of the order or such other price as we make green writing.
24. prices and charges include VAT at the rate applicable at the time of the order.
25. you must pay by submitting a credit or debit card details with your order and weekly payment immediately or otherwise before delivery of the goods.

## Delivery

26. We will deliver the goods to the delivery location by the time or within the agreed period or, Failing in agreement, without undue delay and, in any event, not more than 30 days after the day which the contract is entered into.
27. any case, regardless of events beyond our control, if we do not deliver the goods on time, you can (in addition to any other remedies) treat the contract at an end if:
  - a. We have refused to deliver the goods, or if delivery on time is essential taking into account all the relevant circumstances at the time of the contract was made, or you said to us before the contract was made the delivery on time was essential; or
  - b. after we've failed to deliver on time, you have specified a later period which is appropriate to the circumstances and we have not delivered within that period.
28. If you treat the contract as an end, we will (in addition to other remedies) true return all the payments made under the contract.

29. If you were entitled to treat the contract at an end, but do not do so, you are not prevented from cancelling the order for any goods or rejecting goods that have been delivered and, if you do this, we will (in addition to other remedies) without delay return all payments made under contract for any such cancelled or rejected goods. If the goods have been delivered, you must return them to us or allow us to collect them from you and we will pay the cost of this.
30. Any goods former commercial unit (the unit is a commercial unit if division unit would materially impair the value of the goods or the character of the unit) you cannot cancel or reject the order for some of those goods without also counting rejecting the order for the rest of them.
31. We do not generally deliver to addresses outside England and Wales, Scotland, Northern Ireland, The Isle of Man and the Channel Islands. If, however, we accept an order for delivery outside that area, you may need to pay import duties or other taxes as we will not pay them.
32. You agree we may deliver the goods in instalments if we suffer a shortage of stock or other genuine and fair reason, subject to the above provisions and provided you are not liable for extra charges.
33. If you or your nominee fail, through no fault of ours, to take delivery of the goods at the delivery location, we may charge the reasonable costs of storing and re-delivering them.
34. The goods will become your own specialty from the completion of the delivery or customer collection. You must have reasonably practicable, examine the goods before accepting them.

#### **Risk and Title**

35. Risk of damage to, or loss of, any goods will pass to you when the goods are delivered to you.
36. You do not own the goods until we have received payment in full. A full payment is overdue or step occurs towards your bankruptcy, we can choose, I notice to cancel any delivery and any right to use the goods still owned by you, in which case you must return them or allow us to collect them.

#### **Withdrawal, returns and cancellation**

37. You can withdraw the order by telling us before the contract is made, if you simply wish to change your mind and without giving us a reason, and without incurring any liability.
38. This is a **distance contract** (as defined below) which has the cancellation rights (**Cancellation Rights**) set out below. These Cancellation Rights, however, do not apply to a contract for the following goods (with no others) in the following circumstances:
  - a. goods that are made to your specifications or are clearly personalised
  - b. goods which are liable to deteriorate or expire rapidly.
39. Also, the Cancellation Rights for a Contract ceased to be available in the following circumstances:
  - a. in the case of a contract for the supply of sealed goods which are not suitable for the return due to Health Protection or hygiene reasons if they become unsealed after delivery.
  - b. in the case of any Sales Contract, if the goods become mixed in separately (according to their nature) with items after delivery.

#### **Right to cancel**

40. Subject is stated in these terms and conditions, you can cancel this contract within 14 days without giving any reason.
41. The cancellation period will expire after 14 days from the day in which you acquire, or a third party, other than the carrier indicated by you, acquires physical possession of the last of the Goods. In the contract the supply of Goods over time (i.e. subscriptions), the right to cancel will be 14 days after the first delivery.
42. To exercise the right to cancel, you must inform us of your decision to cancel this Contract by a clear statement setting out your decision (e.g. a letter sent by email). You can use the attached model

Cancellation Form, it is not obligatory. In any event, you must be able to show clear evidence of when the cancellation was made, so you may decide to use a model cancellation form.

43. You can also electronically fill in and submit the model cancellation form or any other clear statement of the customer's decision to cancel the contract on our website [www.ppemedicare.co.uk](http://www.ppemedicare.co.uk), if you use this option, we will communicate you an acknowledgement of receipt of such a cancellation in a durable medium (e.g. by email) without delay.
44. To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation has expired.

### **Effects of cancellation in the cancellation period**

45. Except as set out below, if you cancel this contract, we will reimburse you all payments received from you, including the cost of delivery (except for the supplementary costs arising if you chose a type of delivery other than the least expensive type of standard delivery offered by us)

### **Deduction for Goods supplied**

46. We may take deduction from the reimbursement for loss in value of any goods supplied, if the loss is a result of unnecessary handling by you (i.e. unloading the goods beyond what is necessary to establish the nature, characteristics and functioning of the goods; e.g. it goes beyond the sort of handling that might be recently allowed in a shop). This is because you are liable for that loss and if that deduction is not made, you must pay us the amount of that loss.

### **Timing of reimbursement**

47. If we have not offered to collect the goods, we will make an investment without undue delay, and not later than:
  - a. 14 days after the day we received back from you any goods supplied, or
  - b. (if earlier) 14 days after the day you provide evidence that you have sent back the goods.
48. If we have offered to collect the goods or if no goods were supplied, we will make the reimbursement without undue delay, and not later than 14 days after the day in which we are informed about your decision to cancel this contract.
49. We will make the person meant using the same means of payment as he used for the initial transaction unless you've expressly agreed otherwise; in any event, you will not incur any fees as result of the reimbursement.
50. If you have received goods in connection with the contract which you have cancelled you must send back the goods or hand them over to us at 71-75 Shelton St, London, WC2H 9JQ delay and not later than 14 days from today in which you communicate to us your cancellation of this contract. The deadline is met if you send back the goods before the period of 14 days has expired you agree that you will have to bear the cost of returning the goods.
51. For the purpose of these cancellation rates these words have the following meanings:
  - a. **Distance contract** means a contract concluded between a trader and a consumer under an organized distance sales or surface provision scheme without the simultaneous physical presence of the trader and the consumer, with the exclusive use of one or more means of the distance communication up to and including the time at which the contract is concluded;
  - b. **sales contract** means a contract under which are traded transfers or agrees to transfer the owner of goods to a consumer and the consumer pays or agrees to pay the price including any contract that has both goods and services as its object.

### **Conformity and Guarantee**

52. We have a legal duty to supply the Goods in conformity with the Contract and will not have confirmed if it does not meet the following obligation.
53. On delivery, the goods will:
- be of satisfactory quality;
  - be reasonably fit for any particular purpose for which you buy the Goods which, before the contract is made, you made known to us ( unless you do not actually rely, well it is unreasonable for you to rely, on our skill and judgment) and be fit for any purpose held out by us or set out in the Contract; and
  - conform to their description.
54. It is not a failure to conform if the failure has its origin in your materials.
55. We will immediately, or within a reasonable time, give you the benefit of the guarantee given by the manufacture of the goods. details of the guarantee, putting the name and address of the manufacturer, the duration and territorial scope of the guarantee, set up printer manufacturers guarantee provided with the goods. this guarantee will take effect at the time the goods are delivered and will not reduce your legal rights.
56. We will provide the following aftersales service:

*PPE Medicare Limited provides advice in the form of a document on “How best to use face masks and to look after” and in relation to the UK Government’s medical advice and EU regulations posted on relevant websites and general online portals with option to download documents, and on best practice, you search for PPE products with dedicated aftercare on using the face mask you are purchasing.*

### **Successors and our subcontractors**

57. Either party can transfer the benefit of this contract to someone else and will remain liable to the other for its obligations under the contract. the supplier will be liable for their subcontractors who chooses to help perform its duties.

### **Circumstances beyond the control of either party**

58. In the event of any failure by party because of something beyond its reasonable control:
- The party would advise the other party as soon as the reasonably practicable; and
  - the party's applications will be suspended so far as it's reasonable, and the party will not be liable for any failure which it could not recently avoid, but this will not affect the customers above rights relating to delivery and any right to cancel, below.

### **Privacy**

59. Your privacy is critical to us. respect your privacy and comply with the general data protection regulation with regard to your personal information.
60. these terms and conditions should be read alongside and addition to our policies including our privacy policy ([www.ppemedicare.co.uk](http://www.ppemedicare.co.uk)) and cookies policy ([www.ppemedicare.co.uk](http://www.ppemedicare.co.uk)).
61. For the purposes of these terms and conditions:
- Data Protection Laws means any applicable law relating to the processing of personal data, including, but not limited to the directive 95/46/EC (Data Protection Directive) or the GDPR.
  - GDPR means the general data protection regulation (EU) 2016/ 679.
  - Data Controller, personal data and processing each of the same meaning as in the GDPR.
62. We are a data controller of the personal data we process in providing goods to you.
63. Where you supply personal data to us we can provide goods to you, and we processed that present later in the course of providing the goods to you, it will comply with our obligations imposed by the data protection laws:

- a. Before or at the time of collecting personal data, we will identify the purposes for which information is being collected;
  - b. we will only process personal data for the purpose identified;
  - c. we will respect your rights in relation to your personal data; and
  - d. it will implement technical and organization measures to ensure your personal data secure.
64. For any inquiries or complaints regarding data privacy you can email [backoffice@ppemedicare.co.uk](mailto:backoffice@ppemedicare.co.uk)

### **Excluding liability**

65. The supplier does not exclude liability for

- (a) any fraudulent act or omission
- (b) for death or personal injury caused by negligence or breach of the supplies other legal obligations.

Subject to this, the supply is not liable for

- (a) last which was not reasonably foreseeable to both parties at a time when the contract was made, or
- (b) loss (e.g.) loss of profit) to the customers business, trade, craft or profession which would not be suffered by a consumer - supply believes the customer is not buying the goods wholly or mainly for its business, trade, craft or profession.

### **Governing Law, jurisdiction and complaints**

66. The contract (including any non-contractual matters) is governed by the law of England and Wales

67. Disputes can be submitted to the jurisdiction of the courts of England and Wales or, where the customer lives in Scotland or Northern Ireland, in the courts of respectively Scotland or Northern Ireland.

68. We try to avoid any disputes, so we deal with complaints in the following way:

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*If you have any complaints and issues, please email our Sales Department at [backoffice@ppemedicare.co.uk](mailto:backoffice@ppemedicare.co.uk) outlining your complaint or issue. We aim to respond within five working days to help support you and provide suitable advice. Please note: due to the use of medical facemask as part of the personal protective equipment and use we unfortunately cannot issue refunds on these products for health and safety reasons especially under Coronavirus (Covid-19) guidelines that we adhere to on keeping you safe and avoiding further spread due to cross contamination and multiple handling of the face masks as there are in sealed bags for delivery.*

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### **Attribution**

69. These terms and conditions were created by PPE Medicare Limited

**Model cancellation Form**

To

PPE Medicare Limited

71-75 Shelton street

London

WC2H 9JQ

Email address: [backoffice@ppemedicare.co.uk](mailto:backoffice@ppemedicare.co.uk)

Telephone number: 0203 946 3219

I/We [\*] hereby give notice that I/We [\*] cancel my/our [\*] contract of sale of the following goods [\*] or the supply of the following services [\*] ordered on [\*] received on

[\*] \_\_\_\_\_ (date received)

Name of consumer(s)

Address of consumer(s):

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Signature of consumer(s) (only if this form is notified on paper)

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Date

[\*] delete as appropriate