

## Aquamassage Limited – Terms of Supply & Website Use

We aim to provide the best online retail experience for our customers. Please read the following important terms and conditions before you use or buy anything on our website.

### 1. About our terms and conditions

- 1.1. These terms of supply explain how you may access and use this website (the Site) and buy or order Products from this Site.
- 1.2. References in these terms to the Site includes the following website: [www.aquamassagetherapycushion.co.uk](http://www.aquamassagetherapycushion.co.uk) and all associated web pages.
- 1.3. You should read these terms and conditions carefully before using the Site.
- 1.4. By accessing or using this Site or otherwise indicating your consent, you agree to be bound by these terms and conditions and the documents referred to in them.
- 1.5. If you do not agree with or accept any of these terms, you should stop using the Site immediately.
- 1.6. If you have any questions about the Site, please contact us by: email: [info@aquamassagetherapycushion.co.uk](mailto:info@aquamassagetherapycushion.co.uk) - Monday to Friday: 9am to 6pm
- 1.7. Definitions
 

**Content** means any text, images, video, audio or other multimedia content, software or other information or material submitted to or on the Site;

**Products** means any of our Products featured on the Site from time to time;

**Site** includes [www.aquamassagetherapycushion.co.uk](http://www.aquamassagetherapycushion.co.uk) and all associated web pages;

**Submission** means any text, images, video, audio or other multimedia content, software or other information or material submitted by you or other users to the Site;

**Website Acceptable Use Policy** means the terms commencing at clause 14 and which govern your permitted use of the Site;

**Website Cookie Policy** means the policy [\[insert link to cookie policy\]](#), which governs how we use cookies in the Site;

**Website Privacy Policy** means the policy [\[insert link to privacy policy\]](#), which governs how we process any personal data collected from you;

**Website Terms of Supply** means these terms and conditions, which will apply to you ordering Products using the Site;

**We, us or our means** Aquamassage Limited, Registered in England and Wales with number 8745835, registered office address 27 Cranedown, Lewes, East Sussex BN7 3NA;

**You or your** means the person accessing or using the Site or its Content.
- 1.8. Your use of the Site means that you must also comply with our Privacy Policy, our Cookie Policy and our Terms of Supply, where applicable.

Patrick Humphreys 20/4/18 14:56

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**Summary of your key rights (where you are a consumer and not a business):**

*The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 say that up to 14 days after receiving your Products, in most cases, you can change your mind and get a full refund.*

*The Consumer Rights Act 2015 says Products must be as described, be fit for purpose and of satisfactory quality and that as a consumer you are entitled, among other things, to the following:*

- *up to 30 days: if your Products are faulty, then you can get a refund*
- *up to six months: if they can't be repaired or replaced, then you're entitled to a full refund, in most cases*

*The information in this summary box summarises some of your key rights. It is not intended to replace the contract below which you should read carefully.*

This contract sets out:

- your legal rights and responsibilities
- our legal rights and responsibilities, and
- certain key information required by law

If you don't understand any of this contract and want to talk to us about it, please contact us by:

- email [info@stoneaquamassagetherapyapycushion.co.uk](mailto:info@stoneaquamassagetherapyapycushion.co.uk)- Monday to Friday: 9am to 6pm

**Note that we will not conclude any sales by email. All sales must be conducted via [www.stonesaquamassage.com](http://www.stonesaquamassage.com)**

**Who are we?**

*We are Aquamassage Limited a company registered in England and Wales under company number 8745835 . Our registered office is: 27 Cranedown, Lewes, East Sussex BN7 3NA*

**2. Introduction**

**2.1.** If you buy Products on our Site you agree to be legally bound by this contract. If you do not agree with any of the terms in this contract, you will not be allowed to buy any Products.

**2.2.** When buying any Products you also agree to be legally bound by:

2.2.1. our Website Privacy Policy and Cookie Policy and any documents referred to in them;

2.2.2. extra terms which may add to, or replace some of, this contract.

2.2.3. specific terms which apply to certain Products, for example the terms of any guarantee or warranty supplied by a third party.

All these documents form part of this contract as though set out here in full.

### **3. Information we give you**

**3.1.** By law, the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 say that we must give you certain key information before a legally binding contract between you and us is made.

If you want to see this key information, please:

**3.2.** read the Confirmation Email (see clause 4.3)

3.2.1. The key information we give you by law forms part of this contract (as though it is set out in full here).

3.2.2. If we have to change any key information once a legally binding contract between you and us is made, we can only do this if you agree to it.

### **4. Ordering Products from us**

**4.1.** Below, we set out how a legally binding contract between you and us is made.

**4.2.** You place an order on the Site by choosing your Product(s) and proceeding to the payment page. Please read and check your order carefully before submitting it. However, if you need to correct any errors you can do so before submitting it to us.

4.2.1. When you place your order at the end of the online checkout process (e.g. when you click on the 'confirm purchase' button via PayPal), we will acknowledge it by email. This acknowledgement does not, however, mean that your order has been accepted.

**4.3.** We may contact you to say that we do not accept your order. This is typically for the following reasons:

4.3.1.1. the Products are unavailable

4.3.1.2. we cannot authorise your payment

4.3.1.3. you are not allowed to buy the Products from us

4.3.1.4. we are not allowed to sell the Products to you

4.3.1.5. you have ordered too many Products

4.3.1.6. there has been a mistake on the pricing or description of the Products

4.3.2. We will only accept your order when we email you to confirm this (Confirmation Email). At this point:

4.3.2.1. a legally binding contract will be in place between you and us, and

4.3.2.2. we will dispatch the Products to you.

**4.4.** If you are under the age of 16 you cannot buy any Products from the site. By continuing with the order process you expressly confirm that you are 16 or older and have the requisite capacity to purchase the Products ordered.

4.5. Although every effort is made to keep the Site as up to date as possible, the information appearing at a particular time may not always reflect the position exactly at the moment you place an order.

**5. Right to cancel this contract**

5.1. If we supply you with Products as a consumer you have the right to cancel this contract within 14 days without giving any reason. This only applies to Products which have not been used.

5.1.1. The cancellation period will expire after 14 days from the day on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the Products.

5.1.2. To exercise a right to cancel, you must inform us of your decision to cancel this contract by a clear statement (e.g. by email). You can use the model cancellation form set out in the box below, but it is not obligatory.

<p><b>Cancellation form</b></p> <p>By email only to <a href="mailto:info@aquamassagetherapycushion.co.uk">info@aquamassagetherapycushion.co.uk</a></p> <p><i>I hereby give notice that I cancel my contract of sale of the following Products,</i></p> <p><i>Ordered on [*/received on [*,</i></p> <p><i>Name of consumer,</i></p> <p><i>Address of consumer,</i></p> <p><i>Date</i> <i>[*] Delete as appropriate</i></p>
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5.2. 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 period has expired

**6. Effects of cancellation**

6.1. If you are entitled to cancel this contract, we will reimburse to you all payments received from you, including the standard cost of delivery if the Products have not already been delivered (this does not include any supplementary costs arising if you chose a type of delivery other than the least expensive type of standard delivery offered by us).

6.2. We may make a deduction from the reimbursement for loss in value of any Products supplied, if the loss is the result of unnecessary handling by you.

6.3. We will make the reimbursement without undue delay, and not later than:

6.3.1. 14 days after the day we received back from you any Products supplied, or

6.3.2. (if earlier) 14 days after the day you provide evidence that you have returned the Products, or

- 6.3.3. if there were no Products supplied, 14 days after the day on which we are informed about your decision to cancel this contract
- 6.4. We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.
- 6.5. If you have received Products:
  - 6.5.1. you shall send back the Products without undue delay and in any event not later than 14 days from the day on which you communicate your cancellation from this contract to us. The deadline is met if you send back the Products before the period of 14 days has expired;
  - 6.5.2. you will have to bear the direct cost of returning the Products;
  - 6.5.3. you are only liable for any diminished value of the Products resulting from the handling other than what is necessary to establish the nature, characteristics and functioning of the Products

## 7. Delivery and Risk

- 7.1. We use First Class Signed For Royal Mail to deliver our Products and will notify you if an alternative delivery method is prescribed.
- 7.2. The estimated date and time window for delivery of the Products is set out in the Confirmation Email (see clause 3.2).
- 7.3. If something happens which:
  - 7.3.1. is outside of our control, and
  - 7.3.2. affects the estimated date of deliverywe will let you have a revised estimated date for delivery of the Products.
- 7.4. Delivery of the Products will take place when we deliver them to the address that you gave to us.
- 7.5. We cannot deliver the Products if we are unable to properly identify you or able to confirm the Products have been received in person.
- 7.6. Unless you and we agree otherwise, if we cannot deliver your Products within 30 days, we will:
  - 7.6.1. let you know
  - 7.6.2. cancel your order, and
  - 7.6.3. give you a refund
- 7.7. If nobody is available to take delivery, please contact us using the contact details at the top of this page.
- 7.8. You are responsible for the Products when delivery has taken place when they shall be at your risk. In the event that as a business customer payment has not been made on or before delivery risk in the Products shall pass to you but title shall until payment has been received by us in full cleared funds and we expressly retain title and all rights in relation to ownership of the Products until then.

7.9. We shall only agree to deliver to an address outside of the UK if this is expressly provided for in the Confirmation Email.

## 8. Payment

- 8.1. We accept payments via PayPal – using a credit or debit card or from another PayPal account for purchases from our Site but alternative payment methods may apply for purchase at trade fairs and shows or for business account customers.
- 8.2. We will do all that we reasonably can to ensure that all of the information you give us when paying for the Products is secure by using an encrypted secure payment mechanism. However, in the absence of negligence on our part we will not be legally responsible to you for any loss that you may suffer if a third party gains unauthorised access to any information that you give us.
- 8.3. Your credit card or debit card will only be charged when the Products are dispatched.
- 8.4. All payments by credit card or debit card need to be authorised by PayPal and/or the relevant card issuer and your purchase is subject to PayPal's terms of service.
- 8.5. We are entitled to request other payment methods from time to time which will then apply to your purchase.

## 9. Nature of the Products

- 9.1. The Consumer Rights Act 2015 gives you certain legal rights (also known as 'statutory rights'), for example, the Products:
  - 9.1.1. are of satisfactory quality
  - 9.1.2. are fit for purpose
  - 9.1.3. match the description, sample or model, and
  - 9.1.4. are installed properly (if we install any Products)
- 9.2. We must provide you with Products that comply with your legal rights.
- 9.3. The packaging of the Products may be different from that shown on the Site.
- 9.4. We try to make sure that:
  - 9.4.1. all weights, sizes and measurements set out on the Site are as accurate as possible, and
  - 9.4.2. the colours and finishes of our Products are displayed accurately on the Site, although the actual colours and finishes that you see on your computer may vary depending on the monitor that you use.
- 9.5. If we can't supply certain Products we may need to substitute them with alternative Products of equal or better standard and value. In this case:
  - 9.5.1. we will let you know if we intend to do this but this may not always be possible; and
  - 9.5.2. you can refuse to accept such substitutes, in which case we will offer you a refund or a replacement and let you know how long such an offer remains open for.

9.6. You shall be responsible for any import duties and/or taxes, and any applicable laws or regulation relating to the use of the Products, if any Products ordered are destined for use or delivery outside of the UK. We will not be liable for any costs incurred or breach of these laws or regulations.

## 10. Faulty Products

10.1. Your legal rights under the Consumer Rights Act 2015 (also known as 'statutory rights'), are set out at the top of this contract. They are a summary of your key rights. For more detailed information on your rights and what you should expect from us, please:

- 10.1.1. contact us using the contact details at 1.6, or
- 10.1.2. visit the UK Citizens Advice website [www.adviceguide.org.uk](http://www.adviceguide.org.uk)

10.2. With the exception of the variations expressed in the Agreement relating to Products made to your own specification or which are personalised nothing in this contract affects your legal rights under the Consumer Rights Act 2015 (also known as 'statutory rights'). You may also have other rights in law.

10.3. Please contact us using the contact details at the top of this page, if you want:

- 10.3.1. us to replace the Products
- 10.3.2. a price reduction
- 10.3.3. a refund

## 11. End of the contract

11.1. If this contract is ended it will not affect our right to receive any money which you owe to us under this contract.

## 12. Limit on our responsibility to you

12.1. Except for any legal responsibility that we cannot exclude in law (such as for death or personal injury caused by our negligence), we are not legally responsible for any:

- 12.1.1. losses that:
  - 12.1.1.1. were not foreseeable to you and us when the contract was formed
  - 12.1.1.2. that were not caused by any breach on our part
- 12.1.2. business losses
- 12.1.3. losses to non-consumers.

## 13. Using the Site

13.1. The Site is for your personal and non-commercial use only.

**13.2.** You agree that you are solely responsible for:

- 13.2.1. all costs and expenses you may incur in relation to your use of the Site; and
- 13.2.2. keeping your password and other account details confidential.

**13.3.** The Site is intended for use only by those who can access it from within the UK. If you choose to access the Site from locations outside the UK, you are responsible for compliance with local laws where they are applicable.

**13.4.** We seek to make the Site as accessible as possible. If you have any difficulties using the Site, please contact us by using the contact details at 1.6.

**13.5.** We may prevent or suspend your access to the Site if you do not comply with any part of these Terms of Supply, any terms or policies to which they refer or any applicable law.

#### **14. Acceptable Use**

**14.1.** We permit you to use the Site only for personal, non-commercial purposes and primarily for (e.g. accessing information about us and ordering our Products). Use of the Site in any other way, including in contravention of any restriction on use set out in this policy, is not permitted. If you do not agree with the terms of this policy, you may not use the Site.

#### **15. Restrictions on use**

**15.1.** As a condition of your use of the Site, you agree:

- 15.1.1. not to use the Site for any purpose that is unlawful under any applicable law or prohibited by our Website Terms of Supply or any other terms or policy;
- 15.1.2. not to use the Site to commit any act of fraud;
- 15.1.3. not to use the Site to distribute viruses or malware or other similar harmful software code
- 15.1.4. not to use the Site for purposes of promoting unsolicited advertising or sending spam;
- 15.1.5. not to use the Site to simulate communications from us or another service or entity in order to collect identity information, authentication credentials, or other information ('phishing');
- 15.1.6. not to use the Site in any manner that disrupts the operation of our Site or business or the website or business of any other entity;
- 15.1.7. not to use the Site in any manner that harms minors;
- 15.1.8. not to promote any unlawful activity;
- 15.1.9. not to represent or suggest that we endorse any other business, product or service unless we have separately agreed to do so in writing;
- 15.1.10. not to use the Site to gain unauthorised access to or use of computers, data, systems, accounts or networks;
- 15.1.11. not to attempt to circumvent password or user authentication methods; and



15.1.12. to comply with the provisions relating to our intellectual property rights and software contained in these Terms.

## **16. Ownership, use and intellectual property rights**

**16.1.** This Site and all intellectual property rights in it including but not limited to any Content are owned by us, our licensors or both (as applicable). Intellectual property rights means rights such as: copyright, trade marks, domain names, design rights, database rights, patents and all other intellectual property rights of any kind whether or not they are registered or unregistered (anywhere in the world). We and our licensors reserve all of our and their rights in any intellectual property in connection with these terms and conditions. This means, for example, that we and they remain owners of them and free to use them as we and they see fit.

**16.2.** Nothing in these terms and conditions grants you any legal rights in the Site other than as necessary to enable you to access the Site. You agree not to adjust to try to circumvent or delete any notices contained on the Site (including any intellectual property notices) and in particular in any digital rights or other security technology embedded or contained within the Site.

**16.3.** You may not use our trade marks, logos or trade names unless you have our prior written permission or that of the trade mark owner.

## **17. Software**

**17.1.** Software may be made available for you to download in order to help the Site work better. You may only use such software if you agree to be bound by the terms and conditions that apply to such software (this is sometimes known as an 'end user licence agreement' or 'EULA'). You may be made aware of any terms and conditions that apply to the software when you try to download it. If you do not accept such terms and conditions, you may not be allowed to download the software. You should read any terms and conditions carefully to protect your own interests (they may contain provisions that set out what your legal responsibilities are when using software, what the software provider's legal responsibilities are, and provisions that limit a software provider's legal responsibilities to you).

**17.2.** All such software is solely for your personal use in a non-commercial manner.

**17.3.** Using the software in an unlawful way (such as reproducing or redistributing it in a way that breaches these terms and conditions and any others that apply to it) is expressly prohibited and may result in civil and criminal penalties.

## **18. Accuracy of information and availability of the Site**

**18.1.** While we try to make sure that the Site is accurate, up-to-date and free from bugs, we cannot promise that it will be. Furthermore, we cannot promise that the Site will be fit or suitable for any purpose. Any reliance that you may place on the information on this Site is at your own risk.

**18.2.** We may suspend or terminate operation of the Site at any time as we see fit.

**18.3.** Any Content is provided for your general information purposes only and to inform you about us and our Products and news, features, services and other websites that may be of interest. It does not constitute technical, financial or legal advice or any other type of advice and should not be relied on for any purposes.

**18.4.** While we try to make sure that the Site is available for your use, we do not promise that the Site is available at all times nor do we promise the uninterrupted use by you of the Site.

## **19. Hyperlinks, Framing and third party sites**

**19.1.** The Site may contain hyperlinks or references to third party websites other than the Site. Any such hyperlinks or references are provided for your convenience only. We have no control over third party websites and accept no legal responsibility for any content, material or information contained in them. The display of any hyperlink and reference to any third party website does not mean that we endorse that third party's website, products or services. Your use of a third party site may be governed by the terms and conditions of that third party site.

**19.2.** You may create a link to our Site from another website without our prior written consent provided no such link:

19.2.1. creates a frame or any other browser or border environment around the content of our Site

19.2.2. implies that we endorse your products or services or any of the products or services of, or available through, the website on which you place a link to our Site

19.2.3. displays any of the trade marks or logos used on our Site without our permission or that of the owner of such trade marks or logos, or

19.2.4. is placed on a website that itself does not meet the acceptable use requirements of this policy

**19.3.** We reserve the right to require you to immediately remove any link to the Site at any time, and you shall immediately comply with any request by us to remove any such link.

## **20. Events beyond our control**

**20.1.** We shall have no liability to you for any breach of these terms caused by any event or circumstance beyond our reasonable control including, without limitation, strikes, lock-outs or other industrial disputes; breakdown of systems or network access; or flood, fire, explosion or accident.

## **21. Rights of third parties**

**21.1.** No one other than a party to these terms and conditions has any right to enforce any of these terms and conditions.

## **22. Variation**

**22.1.** These terms are dated February 2018 (*version 1.1*). No changes to these terms are valid or have any effect unless agreed by us in writing. We reserve the right to vary these terms and conditions from time to time. Our new terms will be displayed on the Site and by continuing to use and access the Site following such changes you agree to be bound by any variation made by us. It is your responsibility to check these terms and conditions from time to time to verify such variations.

## **23. Breach**

**23.1.** We shall apply these Website Terms of Supply in our absolute discretion. In the event of your breach of these terms we may terminate or suspend your use of the Site, remove or edit Submissions, disclose Submissions to law enforcement authorities or take any action we consider necessary to remedy the breach.

## **24. Disputes**

**24.1.** We will try to resolve any disputes with you quickly and efficiently.

**24.2.** If you are unhappy with:

24.2.1. the Products

24.2.2. our service to you

24.2.3. any other matter

24.2.4. please contact us as soon as possible.

**24.3.** If you or us want to take court proceedings, the courts of England and Wales will have exclusive jurisdiction in relation to this contract and over which the governing law will be the law of England and Wales.

[END]