

GENERAL TERMS AND CONDITIONS

You are reading a legal document and as customers of X-PERT Health you agree to accept these terms and conditions below, (your statutory rights are not affected). Access to and use of our website, and the purchase of products and services are governed by the terms and conditions of use and the terms and conditions of business set out below. If you disagree with any part of these terms and conditions, please inform us using the contact details at the bottom of this document.

1: Data Protection, GDPR & Privacy

We are registered with the Information Commissioners Office, Number ZC211865 and are committed to protecting your privacy and keeping your personal information secure. You can browse our site without disclosing any personal data to us. Any links to third party web sites will be covered by the third party's privacy policies. We will not disclose your details to any person unless you have given your consent or we are compelled to do so by law or in response to a valid, legally compliant request by any law enforcement agency or government authority.

We will collect and store personal data that you volunteer whilst using our services. This information will only be used for;

- Processing your orders and payments
- Notifying you of products or offers which may be of interest to you
- Marketing purposes to improve our service to you

No financial information provided on the site is retained by us. We do not store customer credit card details nor do we share customer details with any 3rd parties.

No personal data is collected beyond the minimum necessary for each specific purpose of the processing.

If you have any questions about how X-PERT Health uses your personal data or if you want to exercise your rights regarding your personal data please contact us at admin@xperthealth.org.uk or write to us at the address below:

Information Governance Lead

X-PERT Health, Linden Mill, Linden Road, Hebden Bridge, West Yorkshire, HX7 7DP

2: Intellectual Property Rights

Unless otherwise stated, we own the intellectual property rights in the website and material on the website. Subject to the licence below, all these intellectual property rights are reserved.

All brand names, product names and titles used in the website are trademarks or trade names of their respective holders. No permission is given in respect of the use of any of these names or titles and moreover any such use may constitute an infringement of the holders' rights.

3: Licence to Use Website

Permission is granted to electronically copy and to print in hard copy, portions of the website for the sole purpose of placing an order with us or using the website as a shopping resource.

You may also view, download for caching purposes only, and print pages or other material from the website for your own personal use, subject to the restrictions below. You must not:

- (a) republish material from this website (including republication on another website);
- (b) sell, rent or otherwise sub-license material on the website;
- (c) reproduce, duplicate, copy or otherwise exploit material on our website for a commercial purpose;
- (d) edit or otherwise modify any material on the website except for content specifically and expressly made available for modification; or
- (e) redistribute material from this website except for content specifically and expressly made available for redistribution (such as our newsletter).

4: Limitations of Liability

You acknowledge that it would be unreasonable to hold us liable in respect of this website and the information on this website.

Whilst we endeavour to ensure that the information on this website is correct, we do not warrant its completeness or accuracy; nor do we commit to ensuring that the website remains available or that the material on the website is kept up-to-date.

X-PERT Health does not warrant the quality of any translated content in any of its products nor does it take responsibility for any change to the meaning of the content.

To the maximum extent permitted by applicable law we exclude all representations, warranties and conditions (including, without limitation, the conditions implied by law of satisfactory quality, fitness for purpose and the use of reasonable care and skill).

Our liability is limited and excluded to the maximum extent permitted under applicable law. We will not be liable for any direct or indirect loss or damage arising under these terms and conditions or in connection with our website, whether arising in tort, contract, or otherwise.

Without limiting the generality of the foregoing exclusion, we will not be liable for any loss of profit, contracts, business, goodwill, data, income, revenue or anticipated savings arising under terms and conditions or in connection with our website, whether direct or indirect, and whether arising in tort, contract, or otherwise.

5: Medical Disclaimer

Whilst we provide information on diabetes and health, and make every effort to ensure the quality and accuracy of this information, please be fully aware that the information provided appears in summarised form only and as such is not to be considered complete, exhaustive or authoritative.

The information provided should not be used as a substitute for professional care (whether from a GP, diabetes care team or any other health care professional) or to replace any on-going treatment and should not be used for self-diagnosis. Diabetes can only be diagnosed by a qualified health care professional. The information provided by the website does not answer individual specific queries. If you have any health concerns or health care related questions please raise them with your General Practitioner, Diabetes Care Team or other appropriate health care professional.

We provide no warranty as to the completeness, reliability or accuracy of the website or to how current and up to date the supplied information may be. You use the website entirely at your own risk.

6: Restricted Access

Access to certain areas of our website is restricted. We reserve the right to restrict access to other areas of our website, or indeed our whole website, at our discretion.

If we provide you with a user ID and password to enable you to access restricted areas of our website or other content or services, you must ensure that that user ID and password is kept confidential. You accept responsibility for all activities that occur under your user ID or password.

We may disable your user ID and password at our sole discretion or if you breach any of the policies or terms governing your use of our website or any other contractual obligation you owe to us.

7: Forum / Comments

You must not use our website in any way that causes, or may cause, damage to the website or impairment of the availability or accessibility of the website.

You must not use our website in any way which is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.

You must not use our website for any purposes related to marketing except for areas specifically and expressly made available for the marketing and advertising of good and services.

You must not use our website to copy, publish or send mass mailings or spam.

You must not use our website to copy, publish or send material which is illegal or unlawful, or material which could give rise to legal action under English and other applicable law. All material you copy, publish or send via our website must not be defamatory, obscene, indecent, hateful, discriminatory or inflammatory; such material must not infringe any person's intellectual property rights or rights of confidence, impinge upon any person's privacy, or constitute incitement to commit a crime; further, material must not be misleading, deceptive, sexually explicit, threatening, abusive, harassing or menacing.

We reserve the right to edit or remove any material posted upon our website.

We may take such action as we deem appropriate to deal with the posting of unsuitable material, including suspending or cancelling your account, restricting your access to our website, or commencing legal proceedings against you.

TERMS AND CONDITIONS OF BUSINESS

1: Sale and Purchase

We will sell and you will purchase products subject to our terms and conditions of business set out below. The contract in respect of the products supplied by us to you comes into existence when your order has been received by us. For the avoidance of doubt, receipt of an order via our website constitutes acceptance of an order.

2: Price

2.1 All prices are quoted in pounds Sterling and are exclusive of VAT unless otherwise specified. VAT at the appropriate rate is added at checkout and will be clearly shown in the confirmation email and customer invoice.

2.2 All item prices are exclusive of delivery and packaging, unless otherwise stated. Details of our delivery charges can be found in the online shop.

2.3 Prices are correct at the time of order only. All orders for products are subject to availability and we reserve the right to refuse to supply any particular person.

3: Payment

Payment must be made in pounds Sterling only. Account holders will be invoiced for the goods purchased and invoices must be paid within 30 days, failing which we reserve the right to charge interest at 4% for each day that payment exceeds the due date. Payment from non-account holders must be made by bank card or PayPal and goods will not normally be dispatched until the payment has cleared.

4: Passing of Property

We will retain the property in the products until full payment has been made by you and has been received by us.

5: Passing of Risk

The risk in the products will pass to you on delivery, as set out in paragraph 6.3 below.

6: Delivery

6.1 Goods are normally dispatched within 14 working days of receipt of the order. This period is indicative only. A 'working day' is regarded as Monday to Friday 08:30 until 17:00 excluding bank holidays and public holidays. Delivery times are usually between 08:30 and 17:00 Monday to Friday.

In most instances the parcel will not be left without a signature. Please provide us with a delivery address where the parcel can be signed for between the hours of 08:30 and 17:00. If you are ordering goods for a particular date, please inform us in the "Comments Box" when making your order so we can make every effort to meet this deadline.

Any products not available at the time of your order will be sent to you, as soon as possible. We cannot be held responsible for delays in the delivery caused by our supply chain, or any other third party.

6.2 All products are sent by Royal Mail or by courier, depending on which is the most economical method for the item ordered. All deliveries should be signed for upon receipt or if you leave other instruction to leave products in a safe place, we will not accept responsibility for loss.

6.3 If the packaging on a consignment sent by courier is damaged, this must be stated when it is signed for otherwise we will not be liable for replacement of any damaged goods.

6.4 You bear the risk once the products have been signed for.

7: Acceptance

You will inspect products within a reasonable time after their receipt and you will be deemed to have accepted the products unless you notify us within 10 working days that the product has arrived damaged or there are items missing, or you notify us in accordance with paragraph 9 below that the products are faulty. If no such action is taken, we will consider the products being as described, of satisfactory quality and fit for their purpose, and may not accept any rejection or cancellation at a later date. Your statutory customer rights are not affected.

8: Right to Cancel

(a) Equipment

If you want to cancel your order, please call us on 01422 847871 or email us on admin@xperthealth.org.uk. Orders are sometimes dispatched quickly, so act promptly if you wish to cancel. Orders that have already been dispatched cannot be cancelled.

(b) Educator training courses

If you have to cancel your place on an Educator training course the following cancellation charges will apply:

If the cancellation is made:

- within 5 working days of making the booking and provided it is more than 2 weeks before the course date, no cancellation fee will be payable
- 5 – 8 weeks before the course date, 10% of the full course fee unless within 10 working days the booking is transferred to a later course
- 2 – 5 weeks before the course date, 25% of full course fee unless within 10 working days the booking is transferred to a later course
- Less than 2 weeks before the course date no refunds will be made, the full cost of the course is payable unless the booking is transferred to a later course at the time the cancellation is made, when the cancellation fee will be reduced to 25%
- Any failure to attend will result in the full course fee being payable.

NB: the cancellation fee waivers will only apply the first time a booking is transferred. Subsequent cancellations will incur the full cancellation charge.

(c) In-house training courses

If you book an in-house training course and dates are provided and held for you the following cancellation charges will apply:

- within 5 working days of making the booking and provided it is more than 2 weeks before the course date, no cancellation fee will be payable
- 5 – 8 weeks before the course date, 10% of the minimum course fee and full payment for any costs that X-PERT Health have incurred such as the trainers accommodation and travel tickets etc.

- 2 – 5 weeks before the course date, 25% of the minimum course fee and full payment for any costs that X-PERT Health have incurred such as the trainers accommodation and travel tickets etc.
- Less than 2 weeks before the course date no refunds will be made, the full cost of the course is payable
- If delegates do not attend and they have been provided with a workbook then a payment of £80 will be charged unless they are rebooked immediately and attend another course within six months

9: Faulty Items

We want you to be pleased with your purchase. If you receive a product that is not functioning properly, please contact us.

10: Shop Returns / Refunds

We will refund customers if they change their mind about their purchase if the following conditions are met:

- Contact to let us know your reason for requesting a refund
- Post your un-used purchase back to us within 20 working days of placing the order
- The postage and packaging costs for returning an item are at the customers expense
- A full refund will be issued if the purchase is received back to us in a re-saleable condition

11: Out of Stock Items

Inclusion of any product on our website is not a guarantee of it being in stock at the time of ordering. Situations beyond our control may occasionally result in an item being temporarily unavailable.

You will be contacted by email or telephone as soon as possible concerning any item(s) we are unable to supply within 14 days. Out of stock items marked to follow will be sent automatically when they become available.

If for any reason we can't do this we'll get in touch to let you know what is happening and why. If there is a problem with the availability of your chosen goods, we will let you know the likely delivery date. You also have the option of a refund.

GENERAL

(a) If any part or parts of these terms and conditions are deemed invalid, void or unenforceable, then that part or those parts will be considered severable from these terms and conditions and they will not preventing the remainder from being enforceable or effective.

(b) These terms and conditions may be revised at any time and we reserve the right to do so. You are, therefore, advised to keep up to date with the contents of these terms and conditions as revisions will be binding upon you.

(c) Nothing in these terms and conditions will reduce your statutory rights relating to faulty or miss-described goods.

(d) These terms and conditions will be governed by and construed in accordance with English law, and any disputes relating to these terms and conditions shall be subject to the exclusive jurisdiction of the courts of England.

(e) These terms and conditions, constitute the entire agreement between you and us in relation to your use of our website, and supersede all previous agreements in respect of your use of this website.

(f) Our contact details: Correspondence Address - X-PERT Health, Linden Mill, Linden Road, Hebden Bridge, West Yorkshire HX7 7DP. Tel: 01422 847871 Email: admin@xperthealth.org.uk
Registered Address – Spirit House, Saffron Way, Leicester, LE2 6UP. Company Number: 17272987