
TERMS AND CONDITIONS

BACKGROUND:

This agreement applies as between you, the User of this Web Site and Ortho-Europe Ltd, 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 Ortho-Europe Ltd. advertises and / or makes available for sale through this Web Site;
“Service”	Means collectively any online facilities, tools, services or information that Ortho-Europe Ltd. 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(s) of business located at: Ortho House Nuffield Way Abingdon Oxfordshire OX14 1RL, UK

“System”	Means any online communications infrastructure that Ortho-Europe Ltd. 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 Ortho-Europe Ltd. and acting in the course of their employment; and
“Web Site”	Means the website that you are currently using (www.nationalorthotics.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. Business Customers

These Terms and Conditions Do not apply to customers buying Goods in the course of business.

4. International Customers

If Goods are being ordered from outside the UK import duties and taxes may be incurred once your Goods reach their destination. Ortho-Europe Ltd. is not responsible for these charges and we undertake to make no calculations or estimates in this regard. If you are buying internationally, you are advised to contact your local customs authorities for further details on costs and procedures. As the purchaser of the Goods, you will also be the importer of record and as such should ensure that your purchase is in full compliance with the laws of the country into which the Goods are being imported. Please be aware that Goods may be inspected on arrival at port for customs purposes and Ortho-Europe Ltd. cannot guarantee that the packaging of your Goods will be free of signs of tampering.

5. Intellectual Property

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 Ortho-Europe Ltd., 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.

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 Ortho-Europe Ltd.

6. Third Party Intellectual Property

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.

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.

7. **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 Ortho-Europe Ltd. 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.

8. **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 www.nationalorthotics.com without prior permission. Deep linking (i.e. links to specific pages within the site) requires the express permission of Ortho-Europe Ltd. To find out more please contact us by email at info@nationalorthotics.com

9. **Use of Communications Facilities**

9.1 When using the enquiry form or any other System on the Web Site you should do so in accordance with the following rules:

9.1.1 You must not use obscene or vulgar language;

9.1.2 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;

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

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

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

9.1.6 You must not impersonate other people, particularly employees and representatives of Ortho-Europe Ltd. or our affiliates; and

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

9.2 You acknowledge that Ortho-Europe Ltd. reserves the right to monitor any and all communications made to us or using our System.

10. **Accounts**

10.1 In order to purchase Goods on this Web Site and to use the blog facilities you are required to create an Account which will contain certain personal details and Payment Information which may vary based upon your use of the Web Site as we may not require payment information until you wish to make a purchase. By continuing to use this Web Site you represent and warrant that:

10.1.1 All information you submit is accurate and truthful;

10.1.2 You have permission to submit Payment Information where permission may be required; and

10.1.3 You will keep this information accurate and up-to-date.

Your creation of an Account is further affirmation of your representation and warranty.

10.2 It is recommended that you do not share your Account details, particularly your username and password. Ortho-Europe Ltd. accepts no liability for any losses or damages incurred as a result of your Account details being shared by you. If you use a shared computer, it is recommended that you do not save your Account details in your internet browser.

10.3 If you have reason to believe that your Account details have been obtained by another without consent, you should contact Ortho-Europe Ltd. immediately to suspend your Account and cancel any unauthorised purchases that may be pending. Please be aware that purchases can only be cancelled until they are dispatched. In the event that an unauthorised purchase is dispatched prior to your notifying us of the unauthorised nature of the purchase, Ortho-Europe Ltd. accepts no liability or responsibility and you should make contact with the Carrier detailed in the Purchase Information.

10.4 When choosing your username you are required to adhere to the terms set out above in Clause 9. Any failure to do so could result in the suspension and/or deletion of your Account.

11. Termination and Cancellation

11.1 Either Ortho-Europe Ltd. or you may terminate your Account. If Ortho-Europe Ltd. terminates your Account, you will be notified by email and an explanation for the termination will be provided. Notwithstanding the foregoing, we reserve the right to terminate without giving reasons.

11.2 If Ortho-Europe Ltd. terminates your Account, any current or pending purchases on your Account will be cancelled and will not be dispatched.

11.3 Ortho-Europe Ltd. reserves the right to cancel purchases without stating reasons, for any reason prior to processing payment and dispatch.

11.4 If purchases are cancelled for any reason prior to dispatch you will be refunded any monies paid in relation to those purchases.

11.5 If you terminate your Account any non-dispatched purchases will be cancelled and you will be refunded any monies paid in relation to those purchases.

12. Goods, Pricing and Availability

12.1 Whilst every effort has been made to ensure that all graphical representations and descriptions of Goods available from Ortho-Europe Ltd. correspond to the actual Goods, Ortho-Europe Ltd. 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. Please refer to Clause 14.1 for incorrect Goods.

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

12.3 Ortho-Europe Ltd. does not represent or warrant that such Goods will be available. Stock indications are not provided on the Web Site

12.4 All pricing information on the Web Site is correct at the time of going online.

Ortho-Europe Ltd. reserves the right to change prices and alter or remove any special offers from time to time and as necessary.

- 12.5 In the event that prices are changed during the period between an order being placed for Goods and Ortho-Europe Ltd. processing that order and taking payment, you will be contacted prior to your order being processed with details of the new price;
- 12.6 All prices on the Web Site include VAT, where applicable. Ortho-Europe Ltd.'s VAT number is GB792403328.

13. **Delivery**

- 13.1 Ortho-Europe Ltd. will notify you by way of email when your goods are to be dispatched to you. The message will contain details of estimated delivery times in addition to any reasons for a delay in the delivery of the Goods purchased by you.
- 13.2 If Ortho-Europe Ltd. receives no communication from you, within 10 working days of delivery, regarding any problems with the Goods, you are deemed to have received the Goods in full working order and with no problems.

14. **Returns Policy**

Ortho-Europe Ltd. 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.

- 14.1 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. Ortho-Europe Ltd. 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.
- 14.2 If any Goods you have purchased have faults when they are delivered to you, you should contact Ortho-Europe Ltd. within 28 days to arrange collection and return. Ortho-Europe Ltd. Is not 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.
- 14.3 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 Ortho-Europe Ltd. within 10 days and arrange collection and return. Ortho-Europe Ltd. Is not 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.
- 14.4 If you wish to return Goods to Ortho-Europe Ltd. for any of the above reasons, please contact us using the details on the About Us page to make the appropriate arrangements.
- 14.5 Ortho-Europe Ltd. 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:

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

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

15. **Privacy**

We do not disclose buyers' information to third parties other than when order details are processed as part of the order fulfilment. In this case, the third party will not disclose any of the details to any other third party.

Cookies are used on this shopping site to keep track of the contents of your shopping cart, to store delivery addresses if the address book is used and to store your details if you select the 'Remember Me' Option. They are also used after you have logged on as part of that process. You can turn off cookies within your browser by going to 'Tools | Internet Options | Privacy' and selecting to block cookies. If you turn off cookies, you will be unable to place orders or benefit from the other features that use cookies. Data collected by this site is used to:

- a. Take and fulfil customer orders
- b. Administer and enhance the site and service
- c. Only disclose information to third-parties for goods delivery purposes

16. **Disclaimers**

16.1 Ortho-Europe Ltd. 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.

16.2 No part of this Web Site is intended to constitute professional orthotic advice and the Content of this Web Site should not be relied upon when making any decisions or taking any action of any kind which may affect your health or fitness.

16.3 A pre-condition of any purchase made by you from this Web Site is that you agree and accept that you are making decisions which may affect your musculo-skeletal health and that you have sought necessary professional guidance.

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

17. **Changes to the Service and these Terms and Conditions**

Ortho-Europe Ltd. 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 Ortho-Europe Ltd. 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.

18. **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.

Ortho-Europe Ltd. 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.

19. Limitation of Liability

19.1 To the maximum extent permitted by law, Ortho-Europe Ltd. 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.

19.2 Nothing in these Terms and Conditions excludes or restricts Ortho-Europe Ltd.'s liability for death or personal injury resulting from any negligence or fraud on the part of Ortho-Europe Ltd.

19.3 Nothing in these Terms and Conditions excludes or restricts Ortho-Europe Ltd.'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.

19.4 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.

20. 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.

21. 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.

22. Notices

All notices / communications shall be given to us either by post to our Premises (see address above) or by email to info@nationalorthotics.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.

23. Law and Jurisdiction

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