

Terms and Conditions of Sale

1. These Terms

- 1.1 What these terms cover.** These are the terms and conditions on which Owen Mumford Limited (“**we/us**”) supply products to the purchaser (“**you**”).
- 1.2 Why you should read them.** Please read these terms carefully before you submit your order to us. These terms tell you who we are, how we will provide products to you, how you and we may change or end the contract, what to do if there is a problem and other important information.

2. Information About Us and How to Contact Us

- 2.1 Who we are.** Medical Shop and Simplitude ByMe (UK) (the “**websites**”) are online, UK-only services providing online purchase transactions and support information. The websites are operated by Owen Mumford Limited, registered in England and Wales under company number 01257871 with its registered office at Brook Hill, Woodstock, Oxfordshire OX20 1TU. Owen Mumford Limited is VAT registered under number GB195 9293 07.
- 2.2 How to contact us.** You can contact us by telephoning customer services at 01993 812021, Monday to Friday, 9am to 5pm, or by writing to us at customerservicesuk@owenmumford.com or Owen Mumford Ltd, Brook Hill, Woodstock, Oxfordshire, OX20 1TU.
- 2.3 How we may contact you.** If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order.
- 2.4 "Writing" includes emails.** When we use the words "writing" or "written" in these terms, this includes emails.
- 2.5 The website.** The website is made available free of charge. We do not guarantee that our website, or any content on it, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of our website for business and operational reasons. We reserve the right to change data, references, product specifications, pricing or otherwise amend the content, in full or in part, at any time without notice.

3. Our Contract with You

- 3.1 Our contract.** Our contract with you constitutes your purchase of products from the websites, and our supply of these products to you.

3.2 Ordering online. You can browse products and additional support information, as available, on the websites. If you decide to purchase a product, click on 'BUY NOW' and you will be redirected to the shopping cart to follow the checkout procedure. Alternatively, multiple products may be purchased by using the shopping trolley function.

If you are redirected or choose to purchase from an external third-party site, e.g. Amazon, the terms and conditions, payment, refund, delivery policies and any other policies for their business are those of the third-party.

3.3 How we will accept your order. Our acceptance of your order will take place when we email you to accept it, at which point a contract will come into existence between you and us.

3.4 If we decline your order. If we decline your order, we will inform you of this in writing and will not charge you for the product. For example, this might be because the product is out of stock or because we have identified an error in the price or description of the product.

3.5 Your order number. We will assign an order number to your order and tell you what it is when we accept your order. It will help us if you can tell us the order number whenever you contact us about your order.

3.6 We only sell to the UK. Our website is solely for the promotion of our products in the UK. Unfortunately, we do not accept orders from addresses outside the UK.

4. Our Products

4.1 Products may vary slightly from their pictures. The images of the products on our website are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that a device's display of the colours accurately reflects the actual colour of the products. Your product may vary slightly from those images.

4.2 Product packaging may vary. The packaging of the product may vary from that shown in images on our website.

5. Your Rights to Make Changes

If you wish to make a change to your order, please contact us. We will let you know if the change is possible. If it is possible we will let you know about any changes to the price of the product, the timing of supply or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change. If we cannot make the change, or the consequences of making the change are

unacceptable to you, you may want to end the contract (see clause 7: Your rights to end the contract).

6. Providing the Products

6.1 Delivery costs. The delivery cost of your order is determined by you, the purchaser. In most cases you will have the option of various delivery rates which may include free delivery, standard or expedited delivery. Please refer to our Delivery & Returns Policy for further information. Delivery is made by third parties.

6.2 When we will provide the products. All orders placed after 2pm will be processed the following working day. Any orders placed after 2pm on a Friday, over the weekend and on bank holidays will not be dispatched until the next working day.

6.3 We are not responsible for delays outside our control. If our supply of the products is delayed by an event outside our control, then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any products you have paid for but not received.

6.4 If you are not at home when the product is delivered. If no one is available at your address to take delivery and the products cannot be posted through your letterbox, the third-party delivery service will leave you a note informing you of how to rearrange delivery.

6.5 When you become responsible for the products. A product will be your responsibility from the time it is delivered to the address you gave us.

6.6 When you own products. You own a product once we have received payment in full for such product.

7. Your Rights to End the Contract

7.1 You can always end your contract with us. Your rights when you end the contract will depend on what you have bought, whether there is anything wrong with it, how we are performing and when you decide to end the contract:

- (a) **If what you have bought is faulty or misdescribed you may have a legal right to end the contract** (or to get the product repaired or replaced or to get some or all of your money back), see clause 10;
- (b) **If you want to end the contract because of something we have done or have told you we are going to do**, see clause 7.2;

- (c) **If you have just changed your mind about the product**, see clause 7.3. You may be able to get a refund if you are within the cooling-off period, but this may be subject to deductions and you will have to pay the costs of return of any goods; or
- (d) **In all other cases (if we are not at fault and there is no right to change your mind)**, see clause 7.6.

7.2 Ending the contract because of something we have done or are going to do. If you are ending a contract for a reason set out at (a) to (c) below the contract will end immediately and we will refund you in full for any products which have not been provided and you may also be entitled to compensation. The reasons are:

- (a) we have told you about an error in the price or description of the product you have ordered and you do not wish to proceed;
- (b) there is a risk that supply of the products may be significantly delayed because of events outside our control; or
- (c) you have a legal right to end the contract because of something we have done wrong (including because we have delivered late (see **Error! Bookmark not defined.****Error! Reference source not found.**)).

7.3 Exercising your right to change your mind (Consumer Contracts Regulations 2013). For most products bought online you have a legal right to change your mind within fourteen (14) days and receive a refund. These rights, under the Consumer Contracts Regulations 2013, are explained in more detail in these terms.

7.4 When you don't have the right to change your mind. You do not have a right to change your mind in respect of products sealed for health protection or hygiene purposes, once these have been unsealed after you receive them.

7.5 How long do I have to change my mind? You have fourteen (14) days after the day you (or someone you nominate) receives the products, unless your products are split into several deliveries over different days. In this case you have until fourteen (14) days after the day you (or someone you nominate) receives the last delivery to change your mind about the products.

7.6 Ending the contract where we are not at fault and there is no right to change your mind. Even if we are not at fault and you do not have a right to change your mind (see clause 7.1), you can still end the contract before it is completed, but you may have to pay us compensation. A contract for products is completed when the product is delivered and paid for. If you want to end a contract before it is completed where we are not at fault and you have not changed your mind, just contact us to let us know. The contract will end immediately and we will refund any sums paid by you for products not provided

but we may deduct from that refund (or, if you have not made an advance payment, charge you) reasonable compensation for the net costs we will incur as a result of your ending the contract.

8. How to End the Contract With Us (Including if You Have Changed Your Mind)

8.1 Tell us you want to end the contract. To end the contract with us, please let us know by doing one of the following:

- (a) **Phone or email.** Call customer services on 01993 812021 or email us at customerservicesuk@owenmumford.com. Please provide your name, home address, details of the order and, where available, your phone number and
- (b) **By post.** Write to us at Owen Mumford Ltd, Brook Hill, Woodstock, Oxfordshire, OX20 1TU, including details of what you bought, when you ordered or received it and your name and address.
- (c) **By model cancellation form.** You can print off and/or complete and send to us (by either of the means described above) the following model cancellation form (you don't have to use this form, but we're obliged by law to make a copy available to you):

MODEL CANCELLATION FORM

(Complete and return this form only if you wish to withdraw from the contract)

To: Owen Mumford Ltd, Brook Hill, Woodstock, Oxfordshire, OX20 1TU, customerservicesuk@owenmumford.com

I hereby give notice that I cancel my contract of sale of the following goods:

Ordered on _____ [DATE]

Name of consumer:

Address of consumer:

Signature of consumer:

Date:

8.2 Returning products after ending the contract. If you end the contract for any reason after products have been dispatched to you or you have received them, you must return

them to us. Please refer to the [Delivery & Returns Policy](#) on our website for details of how to do this. If you are exercising your right to change your mind you must send the products to us within fourteen (14) days of telling us you wish to end the contract.

8.3 When we will pay the costs of return. We will pay the costs of return:

- (a) if the products are faulty or misdescribed; or
- (b) if you are ending the contract because we have told you of an upcoming change to the product or these terms, an error in pricing or description, a delay in delivery due to events outside our control or because you have a legal right to do so as a result of something we have done wrong.

In all other circumstances (including where you are exercising your right to change your mind) you must pay the costs of return.

8.4 How we will refund you. We will refund you the price you paid for the products including delivery costs, by the method you used for payment. However, we may make deductions from the price, as described below.

8.5 Deductions from refunds if you are exercising your right to change your mind. If you are exercising your right to change your mind:

- (a) We may reduce your refund of the price (excluding delivery costs) to reflect any reduction in the value of the goods, if this has been caused by your handling of them: products should be returned undamaged and unused. If we refund you the price paid before we are able to inspect the goods and later discover you have damaged or used them, you must pay us an appropriate amount.
- (b) The maximum refund for delivery costs will be the costs of delivery by the least expensive delivery method we offer. For example, if we offer delivery of a product by DPD Express Delivery at one cost but you choose to have the product delivered tracked within 24 hours at a higher cost, then we will only refund what you would have paid for the cheaper delivery option.

8.6 When your refund will be made. We aim to process any refunds within three (3) working days of receiving the returned item. It can however take up to thirty (30) days to receive the refund where processed via the original payment gateway. This is beyond our control.

If you are exercising your right to change your mind then your refund will be made within fourteen (14) days from the day on which we receive the product back from you or, if earlier, the day on which you provide us with evidence that you have sent the product back to us. For information about how to return a product to us, see clause 9.2.

9. Our Rights to End the Contract

9.1 We may end the contract if you break it. We may end the contract for a product at any time by writing to you if you do not, within a reasonable time, allow us to deliver the products to you, or if we cannot, or do not, process or receive payment from you.

9.2 You must compensate us if you break the contract. If we end the contract in the situations set out in clause 9.1 we will refund any money you have paid in advance for products we have not provided but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the contract.

10. If There is a Problem with the Product

10.1 Product return policy. A warranty is offered to you as a purchaser by the Owen Mumford entity whose details are set out on the relevant product packaging. You cannot transfer the warranty to anyone else. The warranty is in addition to, and does not affect, your rights as a consumer or purchaser under the laws of our country. The warranty applies for twelve (12) months from the date of delivery (the “warranty period”). If the product is or becomes materially defective during the warranty period, you must notify us within five (5) working days of discovering the defect and provide details of the defect. We have the option to provide you with a replacement product or repair the product. Subject to the laws of our country, we shall have no further liability to you after we have provided you with a replacement or repaired product. Please refer to the [Warranty](#) page on the website for further information and details of exclusions from the warranty.

10.2 How to tell us about problems. If you have any questions or complaints about the product, please contact us. You can telephone our customer service team at 01993 812021 or write to us at customerservicesuk@owenmumford.com or Owen Mumford Ltd, Brook Hill, Woodstock, Oxfordshire, OX20 1TU. When you contact us, we may ask you for details of the batch number or other form of identification of the product in order for us to further investigate any defect. We may also ask you to return the product and any provision of a replacement is subject to us receiving the defective product from you.

10.3 Summary of your legal rights. We are under a legal duty to supply products that are in conformity with this contract.

10.4 Your obligation to return rejected products. If you wish to exercise your legal rights to reject products you must post them back to us. We will pay the costs of postage or collection. Please call customer services on 01993 812021 or email us at customerservicesuk@owenmumford.com for a return label, or alternatively download one from the [Returns Address](#) page on the website.

11. Price and Payment

- 11.1 Where to find the price for the product.** The price of the product (which includes VAT) will be the price indicated on the order pages when you placed your order. We take all reasonable care to ensure that the price of the product advised to you is correct. However please see clause 11.3 for what happens if we discover an error in the price of the product you order.
- 11.2 We will pass on changes in the rate of VAT.** If the rate of VAT changes between your order date and the date we supply the product, we will adjust the rate of VAT that you pay, unless you have already paid for the product in full before the change in the rate of VAT takes effect.
- 11.3 What happens if we got the price wrong.** It is always possible that, despite our best efforts, some of the products we sell may be incorrectly priced. We will normally check prices before accepting your order so that, where the product's correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the product's correct price at your order date is higher than the price stated to you, we will contact you for your instructions before we accept your order.
- 11.4 When you must pay and how you must pay.** Payment for products will be taken online. There are several ways for customers to pay, these may include, but are not limited to, card payments and payment gateways such as PayPal, Amazon Pay, Google Pay and Apple Pay. All prices listed on our website are given in GBP and include VAT. The final price of the products will be the price listed on the website at the time you purchase the product.

Discount codes and vouchers may be offered from time to time for purchases on the websites. Provision will be made for these to be redeemed during the checkout process. The Terms and Conditions for each discount code and voucher will be stated at the point of offer.

You must pay for the products before we dispatch them.

12. Our Responsibility for Loss or Damage Suffered by You

- 12.1 We are responsible to you for foreseeable loss and damage caused by us.** If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.

12.2 We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the products including the right to receive products which: are as described and match information we provided to you; of satisfactory quality; fit for any particular purpose made known to us; and supplied with reasonable skill and care; and for defective products under the Consumer Protection Act 1987

12.3 We are not liable for business losses. We only supply the products for domestic and private use. If you use the products for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

13. How We May Use Your Personal Information

13.1 How we may use your personal information. We will only use your personal information as set out in our [Privacy Notice](#).

14. Other Important Terms

14.1 We may transfer this agreement to someone else. We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.

14.2 You need our consent to transfer your rights to someone else. You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing, such agreement not be unreasonably withheld.

14.3 Nobody else has any rights under this contract. This contract is between you and us. No other person shall have any rights to enforce any of its terms. Neither of us will need to get the agreement of any other person in order to end the contract or make any changes to these terms.

14.4 If a court finds part of this contract illegal, the rest will continue in force. Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

14.5 Even if we delay in enforcing this contract, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will

not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.

14.6 Which laws apply to this contract and where you may bring legal proceedings.

These terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts only.

15. Discount Vouchers

The following terms apply to your use of any discount voucher code in making any purchase on the website(s):

15.1 the value of the voucher, if still valid, will be deducted from the relevant payment when you make your purchase;

15.2 the voucher can only be redeemed on the website(s) in connection with a purchase and cannot be redeemed for cash. The voucher has no exchange value;

15.3 multiple vouchers cannot be used in the same transaction;

15.4 the voucher will not apply to reduce any **delivery charges**;

15.5 OM may withdraw or cancel vouchers at any time and for any reason and does not guarantee that any voucher will remain valid and capable of redemption;

15.6 unless otherwise stated, vouchers can only be redeemed through the UK version of the Website and in GBP;

15.7 If for any reason you are entitled to any refund in connection with your purchase then your refund will be the discounted price actually paid and not the full, list price.