

## **ESSENTIAL FOOTCARE TERMS AND CONDITIONS**

These Terms and Conditions are between:

Essential Footcare, having its business address at 456 Loose Road, Maidstone, Kent, ME15 9UA, (hereafter known as “**Essential Footcare**”)

### **And**

The customer means the person whose order is accepted by Essential Footcare or the person who accepts a quotation from Essential Footcare and whose details are set out in the Invoice and the Order Form (“**You / Your**”)

### **Attention:**

These Terms and Conditions apply to the services and products provided by Essential Footcare's services and the entire contents of its Website under the domain name “www.essentialfootcare.co.uk” (and all versions of “www.essentialfootcare.co.uk” published via the Essential Footcare’s approved set of 3rd party websites partners) (the “Website”) and to any correspondence between Essential Footcare and You. Please read these Terms and Conditions and Privacy Policy carefully before using this Website or ordering products from Essential Footcare. Using this Website or ordering Essential Footcare's products indicates that You accept these Terms and Conditions and Essential Footcare's Privacy Policy. If You do not accept these Terms and Conditions and Essential Footcare's Privacy Policy, do not use this Website or order Essential Footcare's products. These Terms and Conditions and Privacy Policy are issued by Essential Footcare

### **1. APPLICATION OF CONDITIONS OF USE**

Essential Footcare may revise these Terms and Conditions at any time without any notice to You. You should check this Website from time to time to review the then current Terms and Conditions, because it is binding on You

### **2. By using Essential Footcare's services or this Website You warrant and indemnify to the Essential Footcare that:**

- (i) You are legally capable of entering into these Terms and Conditions;
- (ii) You are at least 18 years old;
- (iii) You are resident in the U.K; and
- (iv) You are accessing the Website in the U.K only

Any breach of this Clause 2 will mean immediate termination of this agreement and any refund shall be at the sole discretion of Essential Footcare.

### **3. COPYRIGHT, TRADEMARKS AND DATABASE RIGHTS**

Unless otherwise stated, the copyright, database right and other intellectual property rights in all material on this Website (including without limitation the database, design, text, photographs, graphical images and layout) are owned by the Essential Footcare or its licensors. For the purposes of this Terms and Conditions, any use of

extracts from this Website is prohibited. If You breach any of the terms in these Terms and Conditions, Your permission to use this Website and Essential Footcares services automatically terminates and You must immediately destroy any downloaded or printed extracts from this Website. In particular, You acknowledge that Essential Footcare owns all rights, including trademark, service-mark and associated rights in and to this Website.

4. No part of this Website may be reproduced or stored in any other website or included in any public or private electronic retrieval system or service without Essential Footcare's prior written permission.

5. Any rights not expressly granted in these Terms and Conditions are reserved.

6. **DISCLAIMER**

Essential Footcare does not warrant the accuracy and completeness of the material on this Website. Essential Footcare may make changes to the material on this Website at any time without notice. The material on this Website may be out of date and Essential Footcare makes no commitment to update such material.

7. The material on this Website is provided "as is" and Essential Footcare provide no guarantees or warranties, either expressly or implied, as to the accuracy, adequacy, reliability, fitness, quality or otherwise of any of Essential Footcares, content or data on the Website. Accordingly, to the maximum extent permitted by law, Essential Footcare provides You with this Website on the basis that Essential Footcare excludes all representations, warranties, conditions and other terms (including, without limitation, the conditions implied by law of satisfactory quality, fitness for purpose and the use of reasonable care and skill) which but for these Terms and Conditions might have effect in relation to this Website.

8. Essential Footcare take all reasonable care to ensure that all details, descriptions, images and prices of products appearing on the Website are correct at the time when the relevant information was entered onto the system; however, to the extent permitted by applicable law, we do not warrant that the product descriptions, colours or other content available on the website are accurate, complete, reliable, current, or error-free. Although Essential Footcare aim to keep the Website as up to date as possible, the information including product descriptions appearing on this website at a particular time may not always reflect the product exactly at the moment You place an order. Essential Footcare cannot confirm the price of a product until Your order is accepted on-line or over the phone

9. **SERVICE ACCESS**

While Essential Footcare endeavours to ensure that this Website is normally available 24 hours a day, Essential Footcare shall not be liable, if for any reason, if its changes the content at any time, if Essential Footcare suspends access to the Website, or closes the Website indefinitely, without notice.

10. Any of the products on the Website may be out of stock at any given time, and Essential Footcare is under no obligation to restock such products.

## 11. LICENCE

For the avoidance of doubt and without limitation, You are expressly prohibited from:

- (i) modifying the data or other material from this Website (the “Data”);
- (ii) selling or trading in the Data;
- (iii) using or redistributing the Data for the purposes of compiling databases, lists or directories;
- (iv) permitting or allowing the Data to infringe or otherwise prejudice Essential Footcare’s proprietary rights; and
- (v) using the Data: for any unlawful purpose or purpose that is likely to embarrass or bring Essential Footcare into disrepute; to send any message or communication which is offensive, abusive, indecent, obscene or menacing; in any way that would be reasonably expected to cause annoyance, inconvenience or needless anxiety; and as source targeting material or contact data for any kind of telemarketing, direct marketing, viral or other electronic marketing activity on Your own behalf or on behalf or for the benefit of another party.

## 12. WARRANTIES

Essential Footcare warrants that it will use all reasonable skill and care in making the service and the Website available to You, however, because of the nature of the Internet, errors and omissions do occur and Essential Footcare does not provide any other warranties in respect of the Website or its content. Essential Footcare makes no warranty that the Website is free from infection by viruses or anything else that has contaminating or destructive properties. All implied warranties are excluded from this agreement to the extent that they may be excluded as a matter of law.

## 13. RESERVATIONS

Essential Footcare reserves the right to expand, change or revise its services, products and Website, at its sole discretion

## 14. ORDER

You can order Essential Footcares products via telephone on the telephone number 01622 744928 via email on [info@essentialfootcare.co.uk](mailto:info@essentialfootcare.co.uk) or via the Website [www.essentialfootcare.co.uk](http://www.essentialfootcare.co.uk). With orders over the internet upon payment of the products You will receive an Order Form listing the products You ordered and the total cost. You will also receive a receipted invoice listing the payment made by You. For the avoidance of doubt products will not be delivered until cleared funds have been received for products ordered from Essential Footcare.

For orders over the phone the invoice will be contained with the products and payment is to be met with thirty (30) days of date of invoice. You will receive an Order Form listing the products You ordered and the total cost.

For the avoidance of doubt the Essential Footcare products are available for personal use only. You may not sell or resell any of the Essential Footcare products You purchase or receive from Essential Footcare

#### **15. LATE PAYMENT**

Essential Footcare regards late payment of its invoices as a material breach of contract. Essential Footcare expects You to remedy such a breach within seven (7) days of formal written notification (via email or letter) of same. In the event that You fail to remedy a late payment within seven (7) days of formal written notification, the Essential Footcare reserves the right to employ third-party services that Essential Footcare consider appropriate to obtaining payment in the minimum time, at Your sole expense. Charges incurred under this clause could include:

- (a) Fees for preparing court documentation Court Fees Court Attendance Fees by a solicitor or lay representative Fees charged by Expert Witnesses Time and expenses of Essential Footcares own staff attending court or other tribunal or hearing Commission charged by third parties for successful collection of Essential Footcare account
- (b) Any other cost directly attributable to the late or non-payment of an invoice duly owed to Essential Footcare.
- (c) In addition to the above Essential Footcare will charge interest on an overdue amount at the rate of eight percent (8%) plus the base rate of Santander (as amended from time to time), per annum, until the amount is paid.
- (d) Payment of all charges incurred plus interest will be required before an invoice is considered paid in full.
- (e) In addition to the remedies above, Essential Footcare reserves the right to immediately cease further orders from You.

#### **16. PRICE VARIATION**

Essential Footcare reserves the right, at Essential Footcares sole discretion, to cancel Your order if it becomes unmanageable or unrealistic. Essential Footcare reserves the right in Essential Footcares sole discretion to increase the price and alter the time scale if You insist that the order is amended or altered without reasonable notice.

#### **17. VALUE ADDED TAX**

For the avoidance of doubt prices quoted do not include VAT. Currently Essential Footcare is not registered for VAT purposes. However, please regularly review these Terms and Conditions as this may change and VAT might be added to your products.

#### **18. DELIVERY**

Essential Footcare products are only to be delivered within the United Kingdom. The price of the products is inclusive of delivery excluding delivery to overseas with the UK for example, Ireland and Channel Isles where an additional delivery fee will be charged. Essential Footcare aims to deliver the products You ordered via 1<sup>st</sup> class post within five (5) business days, however, if delivery is not met within thirty (30) days

(within Essential Footcare's reasonable control save for Force Majeure) You have the right to cancel Your order. Essential Footcare shall then either issue a credit note or return the monies You have paid, to You, at Essential Footcare's sole discretion. For the avoidance of doubt Essential Footcare takes no responsibility, warranty or guarantees in relation to the time criteria. For the avoidance of doubt, time for delivery shall not be of the essence and Essential Footcare shall not incur liability to You in respect of any failure to deliver the products ordered. For the avoidance of doubt all risk in the products will pass to You upon delivery to You

## 19. CLAIMS

Any claims by You arising from damage, delay, or partial loss of products in transit must be made in writing (via letter or email) to Essential Footcare and the carrier so as to reach them within fourteen (14) days of delivery and for claims for non-delivery within 30 days of despatch of the products. For the avoidance of doubt all risk in the products will pass to You upon delivery to You

## 20. CANCELLATION

- (a) If You are a consumer You may cancel the order by writing (via letter or email) to Essential Footcare within seven (7) working days, (the "Cooling-Off Period"), from the day after You made the order. Once Essential Footcare has received Your written notice of cancellation (within the time frame above) either
- (i) You will receive a full refund of any money paid;
  - (ii) If You have already received the products but not used them, once the products are returned in their original unopened packaging, at your cost, to the Essential Footcare address above, and received by Essential Footcare, Essential Footcare will, at its sole discretion, issue You a full refund in respect of the products only any such refund shall not include the cost of delivery from Essential Footcare to You, or from You to Essential Footcare.
  - (iii) If You have already used the products no cancellation or refund shall be accepted.
- (b) If You are a trader, acting in a commercial/ business or self-employed capacity, no right of cancellation shall exist.

## 21. SAFETY GUIDELINES

Essential Footcare provide Directions for Use with all purchases, and further Information and Safety Data sheets are available upon request. However, it is for You to educate Yourself as to the uses, properties and precautions relating to the use of the products.

22. The safety guidelines and information is provided as a guide only. Whilst every effort has been made to ensure that the information is accurate and up to date Essential

Footcare accept no liability in respect of any act, omission or error in the information provided.

23. Any advice given by Essential Footcare, or any recommendations made, is in good faith and to the best of Essential Footcare's knowledge as to the accuracy thereof, but without legal responsibility. You must satisfy Yourself as to the suitability of any product purchased for its intended or actual use, and as to all aspects of health and safety, and upon ordering the products You shall be deemed to have done so.

**24. LIABILITY**

- (a) Essential Footcare shall not be liable for indirect loss or third party claims occasioned by delay in delivery of the product or for any loss to You arising from delay in transit.
  - (b) Where the product is defective for any reason, including negligence, Essential Footcare's liability (if any) shall be limited to rectifying such defect.
  - (c) Save as set out in Clause 30 below, Essential Footcare, any other party (whether or not involved in creating, producing, maintaining or delivering its service, products or Website), and any of Essential Footcare's group companies and the officers, directors or employees, exclude all liability and responsibility for any amount or kind of loss or damage that may result to You or a third party (including without limitation, any direct, indirect, punitive or consequential loss or damages, or any loss of income, profits, goodwill, data, contracts, use of money, or loss or damages arising from or connected in any way to business interruption, and whether in tort (including without limitation negligence), contract or otherwise) in connection with this Website in any way or in connection with the use, inability to use or the results of use of this Website, any websites linked to this Website or the material on such websites, including but not limited to:
    - (i) Loss of profit or damage due to any breach of contract between any users of this Website
    - (ii) Loss or damage due to any reliance by any user of this Website or on any material or companies on the Website;
    - (iii) Loss or damage due to viruses that may infect Your computer equipment, software, data or other property on account of Your access to, use of, or browsing this Website or Your downloading of any material from this Website or any websites linked to this Website;
    - (iv) Loss or damage including but not limited to loss of income or revenue, loss of business, loss of anticipated savings, loss of data, loss of goodwill, wasted management or office time; and for any other loss or damage of any kind, however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable.
25. Essential Footcare shall not be liable under any circumstances to You or any third party for any direct or indirect or consequential or other economic loss suffered by the

You or a third party howsoever caused, as a result of any negligence, breach of contract, misrepresentation or otherwise by Essential Footcare.

26. Essential Footcare recommends that whether You purchase our products as a consumer or for professional use you do a “patch test” on a small amount of Your skin before applying on the whole of the area. If you have an adverse reaction discontinue use, if adverse reaction is persistent go to Your local GP or hospital with the products You used. Essential Footcare makes no warrant, indemnity or liability in the unlikely event of an adverse reaction occurring when using one of its products.
27. Essential Footcare makes no warrant, indemnity or liability in respect of any reputed therapeutic characteristic of the products.
28. Essential Footcare oils provided by Essential Footcare are for external use only as directed in the Directions for Use provided with the purchase. Essential Footcare oils are not for medical purposes but do contain antiseptic and anti-fungal purposes. Essential Footcare except no liability for misuse of the products
29. For the avoidance of doubt, time shall not be of the essence and Essential Footcare shall incur no liability to You in respect of any failure to complete the provision of products by any agreed completion date.
30. Nothing in these Terms and Conditions shall exclude or limit Essential Footcare’s liability for (i) death or personal injury caused by Essential Footcare’s negligence (as such term is defined by the Unfair Contract Terms Act 1977); (ii) Essential Footcare’s fraud; or (iii) any liability of Essential Footcare which cannot be excluded or limited under applicable law.
31. If Your use of Essential Footcares Website results in the need for servicing, repair or correction of Your equipment, software or data, You assume all costs thereof.
32. Essential Footcare will have no liability to You for any losses, damages or expenses arising from Your use or inability to use or access the Website or from any action taken (or refrained from being taken) as a result of using the Website.
33. This Website is not intended to be accessed or used by users in countries other than United Kingdom and no representation or warranty is made as to whether the information available in this Website complies with the regulatory regime of other countries.
34. Essential Footcare makes not warranty or guarantee to the quality of the products and You purchase the products “as is”
35. **FORCE MAJEURE**

Every effort will be made to deliver the products You ordered, however delivery is subject to cancellation by Essential Footcare or to such variation as the Essential Footcare may find necessary as a result of a “Force Majeure” including but limited to inability to secure labour, materials, transport or supplies or as a result of any Act of God, War, Strike, Lockout or other labour dispute, weather disaster including fire, flood or drought, volcanic eruption or government regulation or legislation or other

cause (whether of the foregoing or not) beyond Essential Footcare's reasonable control.

**36. NO PARTNERSHIP**

This Agreement is not and shall not be deemed to constitute a partnership or a joint venture between the parties.

**37. NOTICES**

Any notice to be served hereunder shall be in writing and shall be deemed given when personally delivered or three (3) business days after being sent by pre-paid First-Class Post to the registered office of a corporate party or to a non-corporate party's last known business address or such other address as that non-corporate party last provided to the other by written notice given in accordance with this provision.

**38. EMAIL**

You agree that Essential Footcare can correspond to You by email even though it is not encrypted and may not be secure.

**39. WAIVER**

A waiver by Essential Footcare of any default shall not constitute a waiver of any subsequent default. No waiver by Essential Footcare of any of these Terms and Conditions shall be effective unless it is expressly stated to be a waiver and is communicated to You in writing as expressed herein.

**40. ASSIGNMENT**

Essential Footcare may transfer, assign, charge, sub-contract Essential Footcares' rights and obligations under these Terms and Conditions at any time and this will not affect Your statutory rights.

You may not assign, transfer, charge or sub-contract any of Your rights or obligations under these Terms and Conditions including but not limited to any third party or parent company.

**41. SEVERENCE**

If any term or provision of these Terms and Conditions is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction such provision shall be severed and the remainder of the provisions shall remain in full force and effect with the invalid, illegal or unenforceable provision eliminated.

**42. THIRD PARTIES**

Third parties cannot benefit from this Agreement under The Contracts (Rights of Third Parties) Act 1999.

**43. LAW AND JURISDICTION**

These Terms and Conditions and all other express terms shall be governed and construed in accordance with the Laws of England. Disputes arising in connection with these Term and Conditions shall be subject to the exclusive jurisdiction of the English courts.

## **ESSENTIAL FOOTCARE PRIVACY POLICY**

### **Personal Information**

Essential Footcare understands that Your privacy is very important to You and so with this in mind any personal information collected and used by Essential Footcare will be processed in accordance with the Data Protection Act 1998.

Essential Footcare will use Your details (including but not limited to name, address, telephone number and email address) the information of the provision of services to You, and other information about You to manage Your account.

Please do not submit Your order if You do not wish Essential Footcare to collect Your personal information.

### **Cookies and Web beacons**

The collection of information may involve the use of cookies and web beacons. A web beacon is a small graphic image placed on a web page that is designed to allow the Essential Footcare to monitor traffic on the Website. A cookie is a small text file that is placed on Your computer's hard drive by your web browser when you first visit the Website. The cookie allows Essential Footcare to identify Your computer and find out details about Your last visit. Most internet browsers accept cookies automatically, but usually You can alter the settings of Your browser to erase cookies or prevent automatic acceptance if You prefer. If You choose not to receive Essential Footcare's cookies, Essential Footcare cannot guarantee that Your experience with the Website will be as quick or responsive as if You do receive cookies.

The information collected by cookies and web beacons is not personally identifiable, it includes general information about Your computer settings, Your connection to the internet e.g. operating system and platform, IP address, Your browsing patterns, timings of browsing on the Website and geographical location.

### **Changing address**

If You would like Essential Footcare to transfer Your order to a new address, You will have to inform Essential Footcare in writing stating the new address. Essential Footcare shall send You a order for You to sign and, once signed, Essential Footcare will close Your old order and Your new order will be transferred

### **Telephone and Email address**

You agree that Essential Footcare may communicate with You via telephone, SMS messenger or by email if You have supplied Your telephone number or email address. Essential Footcare may monitor and record all email, SMS messages and telephone calls for training, security and customer service purposes. Essential Footcare may use this data for the purposes of resolving queries and disputes that may arise from time to time.

Essential Footcare takes measures to ensure that any information supplied by You is kept secure. As this is the case, Essential Footcare may require proof of identity before Essential Footcare can allow You access to Your personal information.

You agree that the Essential Footcare may correspond to You by email even though it is not encrypted and may not be secure.

### **Third Parties**

You agree that Essential Footcare may pass this data to third parties where appropriate, (Essential Footcare are not responsible for the privacy practices of these third party companies), for the purposes of managing Your relationship with Essential Footcare or if required by law. You further agree that Essential Footcare may pass on this data to other group companies, successors in title to Essential Footcare or assignees. Any statistical data Essential Footcare gather does not include any personal information.

### **Confidentiality**

All information provided to Essential Footcare by You will be held strictly confidentially and not disclosed to any third party unless instructed by You to Essential Footcare. Essential Footcare will keep the confidential information secure and separate from its other work and will not divulge the confidential information, in whole or in part, to its employees, consultants, associates or advisers except with prior written permission by You to the extent required for the order.

### **Data Protection Act**

Essential Footcare are registered under the Data Protection Act and processes data accordingly. You have the right to access personal information that Essential Footcare hold about You, by writing to Essential Footcare at 456 Loose Road, Maidstone, Kent, ME15 9UA. Essential Footcare may charge a small administration fee in relation to fulfilling a request for access to personal information.

If You object to Your data being collated or wish to remove Your data from Essential Footcares records then please contact Essential Footcare at 456 Loose Road, Maidstone, Kent, ME15 9UA.

If You do not believe Essential Footcare have dealt with Your data correctly then You have the right to complain to the Information Commissioner.

In addition to these safeguards, Your personal information is protected in the UK by the Data Protection Act 1998. This provides that the information which Essential Footcare hold about You should be processed fairly and lawfully, should be accurate, relevant and not excessive, not be retained for longer than is necessary and, if applicable, be kept up to date.

The information that You provide about Yourself to the Essential Footcare will only be used by the Essential Footcare in accordance with its privacy policy. Please read the privacy policy carefully and if You have any questions please email [info@essentiafootcare.co.uk](mailto:info@essentiafootcare.co.uk)

### **Links**

Links to independent third party websites on this Website are provided solely for Your convenience. If you use these links, you leave this Website. The Essential Footcare has not reviewed all of these third party websites and does not control and is not responsible for these websites or their content or availability. The Essential Footcare therefore does not endorse or make any representations about them, or any material found there, or any results that may be obtained from using them. If You decide to access any of the third party websites linked to this Website, You do so entirely at Your own risk.

If You would like to link to this Website to your website please contact Essential Footcare directly for written permission.