

## Terms & Conditions.

This agreement is made between the Customer (hereinafter called "the Customer") named in the schedule hereto which said schedule is set out overleaf and is called ("the Schedule") and Cyclo-ssage hereinafter called ("the Company") whereby it is agreed as follows: The Customer agrees to purchase product/s and the Company agrees to supply at the address for delivery specified product/s as described in the schedule.

1. The conditions of sale contained on this side of the form are hereby acknowledged and accepted by the Company and the Customer
2. In the case of sales financed by the obtaining of a loan from a Finance Company, delivery of the product/s shall not take place until the application for the loan has been approved by the Finance Company and the statutory cooling off period has lapsed.
3. The Customer hereby acknowledges and agrees that he/she understands that the Agreement constitutes a legal binding Agreement between him/herself and the Company.
4. It is hereby agreed and declared that this Agreement is neither a Hire Purchase Agreement nor a Credit Sale Agreement.
5. The Company hereby agrees with the Customer that in the case where the Customer has applied to the Finance Company for a personal loan (and only in such cases) the Agreement may be cancelled in the event of the Customer having used his/her best endeavours to obtain such a loan and such a loan, being refused by the Finance Company and the Company in those circumstances, will only return any deposit in full but without interest.

## Conditions of Sale.

### 1. General.

- (a) These conditions of sale apply to all orders and contracts for the supply of the product/s in the UK by the Company to the customer any purported qualification or variation hereof by any employee or agent shall be ineffective unless agreed to in writing by the Customer
- (b) The Company shall not be bound by any written or oral description or representation made by any of its employees or agents (other than description or representation contained in printed material produced by the Company and given to the Customer) and no such description or representation shall give rise to rights or claims of any kind.

### 2. Alteration of Design.

The Company reserves the right at any time and without notice to vary or alter any design specification and packing of the product described in its sale literature.

### 3. Guarantee.

The Company guarantee working parts of the product/s will be free of failure for 2 years from the date of delivery unless otherwise stated on your copy order, provided that the parts have not been mis-used or tampered with. The seals attached to the zippers must be in place for a guarantee to be valid.

The Company will arrange at their cost the return of any equipment to the Company that requires repair under the terms of the warranty from any UK address

The Company will also arrange at their cost the return of any repaired or replaced equipment to the customers UK address.

If equipment is returned to the Company and there is no fault found under the terms of the warranty then the customer will be liable for any collection and delivery costs incurred by the Company.

Equipment will not be returned to the customer until any such costs and the cost of any repairs or replacements that are not covered by the warranty are paid for in full by the customer.

The Company reserves the right to either repair or replace any faulty equipment returned to them under the terms of the warranty.

### 4. Delivery.

(a) The Company shall endeavour to meet all delivery times, however, it will not be responsible for any delays no matter how caused.

(b) If a deposit has been taken on a product with a stated delivery date unless the Customer is prepared to take delivery within a **maximum of thirty-one days of the stated delivery date the order will be cancelled and the Customer deposit will be forfeited.**

### 5. Passing of Property.

The product/s shall remain the property of the Company until delivered and paid for in full.

### 6. Cancellation.

Subject to Customers rights for cancellation under the Consumer Credit Act 1974 (where applicable) the Customer will not be entitled to cancel the contract except with the written consent of the Company. Notice of intention to cancel must be made in writing by the Customer named on the contract and addressed to the Company at the office address on the contract. The Customer will also pay the Company by way of liquidated damages either the cost incurred to date or 30% of the total value of the contract whichever is the higher. If this is an "On Trade" sale then the contract will be subject to "On Trade" conditions and it will affect your cancellation rights.

### 7. Equipment Buy-Back.

Should the company in exceptional circumstances agree to buy back equipment purchased by the customer this would be at a maximum of 20% of the initial cost of the equipment, dependent upon model, age and condition of the equipment. This takes into account the cost of the sale, which includes the cost of the exhibition or venue where the product was purchased, the agents time and commission, administrative and delivery costs. The company would then have the option to resell the equipment at a substantially reduced amount to recover the buy back cost.

### 8. Representation.

These conditions represent the entire agreement between the Company and the Customer in relation to the contract between the Company and the Customer and supersedes any prior agreement; understanding or arrangement, whether oral or in writing. Both the Company and the Customer acknowledges that in entering into this contract neither has relied on any representation, undertaking or promise given by the other or implied from anything said or written in negotiations between the Company and the Customer prior to such contract except as expressly stated in these conditions.

9. These Conditions and the contract between us shall be governed by and construed in accordance with the laws of England and Wales and the jurisdiction of England and Wales.