

Lasting Health Terms & Conditions

Our terms

1. THESE TERMS

- 1.1. **What these terms cover.** These are the terms and conditions on which we supply products and services to you, whether these are goods, the provision of services or digital content ("**Services**").
- 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. If you think that there is a mistake in these terms, please contact us to discuss.

2. INFORMATION ABOUT US AND HOW TO CONTACT US

- 2.1. **Who we are.** We are Lastinghealth.com Limited a company registered in England and Wales. Our company registration number is 10573539 and our registered office is at Maple House Wood Lane, Paradise Industrial Estate, Hemel Hempstead, Hertfordshire, HP2 4TL.
- 2.2. **How to contact us.** You can contact us by telephoning our customer service team at **01442 353063** or by writing to us at info@lastinghealth.com.
- 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.

3. YOUR PRIVACY

- 3.1. We only use your personal data in the ways set out in [our privacy policy](#). In the event of any conflict between these terms and our privacy policy, the terms of the privacy policy will always take precedence.
- 3.2. We will only use your personal information to:
 - 3.2.1. supply the Services to you;
 - 3.2.2. process your payment for the Services; and

- 3.2.3. if you have agreed to this, to give you information about similar products we provide.

4. **OUR CONTRACT WITH YOU**

- 4.1. **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.
- 4.2. **If we cannot accept your order.** If we are unable to accept your order, we will inform you of this in writing and will not charge you for the product or service. This might be because the product is out of stock, because of unexpected limits on our resources which we could not reasonably plan for, because we have identified an error in the price or description of the product or because we are unable to meet a delivery deadline.
- 4.3. **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.
- 4.4. **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.

5. **OUR PRODUCTS**

- 5.1. **Products may vary slightly from their pictures.** The images of the products on our website are for illustrative purposes only.
- 5.2. **Product packaging may vary.** The packaging of the product may vary from that shown in images on our website.

6. **YOUR RIGHTS TO MAKE CHANGES**

If you wish to make a change to the Service you have ordered 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 Service, 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 9 - Your rights to end the contract*).

7. **OUR RIGHTS TO MAKE CHANGES**

- 7.1. **Minor changes to the Services.** We may change the Services:

7.1.1. to reflect changes in relevant laws and regulatory requirements; or

7.1.2. to implement minor technical adjustments and improvements.

7.2. **Updates to digital content.** We may update digital content, provided that the digital content shall always match the description of it that we provided to you before you bought the relevant Service.

8. PROVIDING THE SERVICES

8.1. **When we will provide the Service.** During the order process, we will let you know when we will provide the Service to you.

8.2. **We are not responsible for delays outside our control.** If our supply of the Services 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 Services you have paid for but not received.

9. YOUR RIGHTS TO END THE CONTRACT

9.1. **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.

9.1.1. **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 a service re-performed or to get some or all of your money back), see *Clause 12*;

9.1.2. **If you want to end the contract because of something we have done or have told you we are going to do,** see *Clause 9.2*;

9.1.3. **If you have just changed your mind about the product or Service, see *Clause 9.3*.** 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;

9.1.4. **In all other cases (if we are not at fault and there is no right to change your mind),** see *Clause 9.6*.

9.2. **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 9.2.1 – 9.2.6 below the contract will end immediately and we will refund you in full for any Services which have not been provided and you may also be entitled to compensation. The reasons are:

- 9.2.1. we have told you about an upcoming change to the Services or these terms which you do not agree to;
 - 9.2.2. we have told you about an error in the price or description of the Services you have ordered and you do not wish to proceed;
 - 9.2.3. there is a risk that supply of the Services may be significantly delayed because of events outside our control;
 - 9.2.4. we have suspended supply of the Services for technical reasons, or notify you we are going to suspend them for technical reasons, in each case for a period of more than 3 months; or
 - 9.2.5. you have a legal right to end the contract because of something we have done wrong.
- 9.3. **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 14 days and receive a refund. These rights, under the Consumer Contracts Regulations 2013, are explained in more detail in these terms.
- 9.4. **When you don't have the right to change your mind.** You do not have a right to change your mind in respect of:
- 9.4.1. digital products after you have started to download or stream these;
 - 9.4.2. services, once these have been completed, even if the cancellation period is still running;
 - 9.4.3. products sealed for health protection or hygiene purposes, once these have been unsealed after you receive them;
 - 9.4.4. sealed audio or sealed video recordings or sealed computer software, once these products are unsealed after you receive them; and
 - 9.4.5. any products which become mixed inseparably with other items after their delivery.
- 9.5. **How long do I have to change my mind?** How long you have depends on what you have ordered and how it is delivered.
- 9.5.1. **Have you bought services (for example, the Toxic non-Metal Chemical profile)?** If so, you have 14 days after the day we email you to confirm we accept your order. However, once we have completed the services you cannot change your mind, even if the period is still running. If you cancel after we have started the services, you must pay us for the services provided up until the time you tell us that you have changed your mind.
 - 9.5.2. **Have you bought digital content for download or streaming?** If so, you have 14 days after the day we email you to confirm we accept your order, or, if earlier, until you start downloading or streaming. If we

delivered the digital content to you immediately, and you agreed to this when ordering, you will not have a right to change your mind.

9.5.3. **Have you bought goods?** If so you have 14 days after the day you (or someone you nominate) receives the goods, **unless your goods are split into several deliveries over different days**. In this case, you have until 14 days after the day you (or someone you nominate) receives the last delivery to change your mind about the goods.

9.6. **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 9.1*), you can still end the contract before it is completed. A contract for goods or digital content is completed when the product is delivered, downloaded or streamed and paid for. A contract for services is completed when we have finished providing the services and you have paid for them. If you want to end the contract in these circumstances, just contact us to let us know. We will refund any advance payment you have made for Services which will not be provided to you but will deduct any cost incurred in providing the Services up to that point.

10. HOW TO END THE CONTRACT WITH US (INCLUDING IF YOU HAVE CHANGED YOUR MIND)

10.1. **Tell us you want to end the contract.** To end the contract with us, please let us know by Phone or email. Call customer services on **01442 353063** or email us at info@lastinghealth.com. Please provide your name, home address, details of the order and, where available, your phone number and email address.

10.2. **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. You must post them back to us at Maple House Wood Lane, Paradise Industrial Estate, Hemel Hempstead, Hertfordshire, HP2 4TL. If you are exercising your right to change your mind you must send off the goods within 14 days of telling us you wish to end the contract.

10.3. **When we will pay the costs of return.** We will pay the costs of return:

10.3.1. if the products are faulty or misdescribed;

10.3.2. if you are ending the contract because we have told you of an upcoming change to the Services 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;
or

10.3.3. if you are exercising your right to change your mind.

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

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

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

10.5.1. The maximum refund for delivery costs will be the costs of delivery incurred, or where applicable, by the least expensive delivery method we offer. For example, if we offer delivery of a product within 3-5 days at one cost but you choose to have the product delivered within 24 hours at a higher cost, then we will only refund what you would have paid for the cheaper delivery option.

10.5.2. Where the product is a service, we may deduct from any refund an amount for the supply of the service for the period for which it was supplied, ending with the time when you told us you had changed your mind.

10.6. **When your refund will be made.** We will make any refunds due to you as soon as possible. If you are exercising your right to change your mind then:

10.6.1. If the products are goods and we have not offered to collect them, your refund will be made within 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 10.2*.

10.6.2. In all other cases, your refund will be made within 14 days of your telling us you have changed your mind.

11. OUR RIGHTS TO END THE CONTRACT

11.1. **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:

11.1.1. you do not make any payment to us when it is due and you still do not make payment within 5 days of us reminding you that payment is due; or

11.1.2. you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the products, for example, returning test samples.

11.2. **You must compensate us if you break the contract.** If we end the contract in the situations set out in *Clause 11.1* 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.

12. IF THERE IS A PROBLEM WITH THE SERVICES

- 12.1. **How to tell us about problems.** If you have any questions or complaints about the Services, please contact us. You can telephone our customer service team on **01442 353063** or write to us at info@lastinghealth.com
- 12.2. **Summary of your legal rights.** We are under a legal duty to supply Services that are in conformity with this contract. See the box below for a summary of your key legal rights in relation to the product. Nothing in these terms will affect your legal rights.

13. YOUR RIGHTS IN RESPECT OF DEFECTIVE PRODUCTS AND SERVICES

- 13.1. If you are a consumer, we are under a legal duty to supply Services that are in conformity with the contract. See the box below for a summary of your key legal rights in relation to the products and services. Nothing in these terms will affect your legal rights.

Summary of your key legal rights

This is a summary of your key legal rights. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website www.adviceguide.org.uk or call 03454 04 05 06.

If your product is goods, for example furniture or a laptop, the Consumer Rights Act 2015 says goods must be as described, fit for purpose and of satisfactory quality. During the expected lifespan of your product your legal rights entitle you to the following:

- a) Up to 30 days: if your goods are faulty, then you can get an immediate refund.
- b) Up to six months: if your goods can't be repaired or replaced, then you're entitled to a full refund, in most cases.
- c) Up to six years: if your goods do not last a reasonable length of time you may be entitled to some money back.

See also Clause 9.3.

a) If your product is digital content, for example a mobile phone app or a subscription to a music streaming service, the Consumer Rights Act 2015 says digital content must be as described, fit for purpose and of satisfactory quality:

- b) If your digital content is faulty, you're entitled to a repair or a replacement.
- c) If the fault can't be fixed, or if it hasn't been fixed within a reasonable time and without significant inconvenience, you can get some or all of your money back.
- d) If you can show the fault has damaged your device and we haven't used reasonable care and skill, you may be entitled to a repair or compensation

See also Clause 9.3.

If your product is services, for example a support contract for a laptop or tickets to a concert, the Consumer Rights Act 2015 says:

- a) You can ask us to repeat or fix a service if it's not carried out with reasonable care and skill, or get some money back if we can't fix it.
- b) If you haven't agreed a price beforehand, what you're asked to pay must be

reasonable.

c) If you haven't agreed a time beforehand, it must be carried out within a reasonable time.

See also Exercising your right to change your mind (Consumer Contracts Regulations 2013).

13.2. **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. Please call customer services on **01442353063** or email us at info@lastinghealth.com for a return label.

14. PRICE AND PAYMENT

14.1. **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 14.3* for what happens if we discover an error in the price of the product you order.

14.2. **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.

14.3. **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. **When you must pay and how you must pay.** We accept payment with most credit and debit cards. When you must pay depends on what product you are buying:

14.3.1. For **goods**, you must pay for the products when you place your order.

14.3.2. For **digital content**, you must pay for the products before you download them.

14.3.3. For **services**, you must make advance payment of the price of the services, before we start providing them.

14.4. **We can charge interest if you pay late.** If you do not make any payment to us by the due date we may charge interest to you on the overdue amount at the rate of 4% a year above the base lending rate of Lloyds Bank Plc from time to time. This interest shall accrue on a daily basis from the due date until the date of actual

payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.

15. **OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU IF YOU ARE A CONSUMER**

15.1. **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.

15.2. **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 Services as summarised at *Clause 13.1* and for defective products under the Consumer Protection Act 1987.

15.3. **When we are liable for damage caused by defective digital content.** If defective digital content which we have supplied damages a device or digital content belonging to you and this is caused by our failure to use reasonable care and skill we will either repair the damage or pay you compensation. However, we will not be liable for damage which you could have avoided by following our advice to apply an update offered to you free of charge or for damage which was caused by you failing to correctly follow installation instructions or to have in place the minimum system requirements advised by us.

15.4. **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.

16. **OTHER IMPORTANT TERMS**

16.1. **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.

- 16.2. **You need our consent to transfer your rights to someone else (except that you can always transfer our guarantee).** You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing. **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.
- 16.3. **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.
- 16.4. **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. For example, if you miss a payment and we do not chase you but we continue to provide the Services, we can still require you to make the payment at a later date.
- 16.5. **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. If you live in Scotland you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.