



## Our terms

### 1. These terms

- 1.1 **What these terms cover.** These are the terms and conditions on which we supply goods to 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 goods 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 Ryminster Healthcare Limited trading as Summerfield Healthcare (company number 07844746) (**we** and **us**). Our company is registered in England and Wales and our registered office is at Building 1, Charlesworth Court, Knights Way, Shrewsbury, SY1 3AB.
- 2.2 **How to contact us.** You can contact us by telephoning our customer service team at 0333 9000 010 or by writing to us at [enquiries@summerfieldhealthcare.co.uk](mailto:enquiries@summerfieldhealthcare.co.uk) or [covistesting@summerfieldhealthcare.co.uk](mailto:covistesting@summerfieldhealthcare.co.uk) or Building 1, Charlesworth Court, Knights Way, Shrewsbury, SY1 3AB.
- 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. Our contract with you

- 3.1 **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.
- 3.2 **If we cannot accept your order.** If we are unable to accept your order, we will inform you of this and will not charge you for the goods. This might be because the goods are 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 goods or because we are unable to meet a delivery deadline you have specified.

3.3 **Your customer reference number.** We will assign a customer reference 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 customer reference number whenever you contact us about your order.

3.4 **We only sell to the UK.** Our website is solely for the promotion of our goods in the UK. Unfortunately, we do not accept orders from or deliver to addresses outside the UK.

3.5 **Correcting input errors.** Our order process allows you to check and amend any errors before submitting your order to us. Please check the order carefully before confirming it. You are responsible for ensuring that your order is complete and accurate.

#### 4. **Our goods**

4.1 **Goods may vary slightly from their pictures.** The images of the goods 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 colour of the goods. Your goods may vary slightly from those images.

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

#### 5. **Your rights to make changes**

If you wish to make a change to the goods 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 goods, 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.

#### 6. **Our rights to make changes**

6.1 **Minor changes to the goods.** We may change the goods:

- (a) to reflect changes in relevant laws and regulatory requirements; and
- (b) to implement minor technical adjustments and improvements. These changes will not affect your use of the goods.

## 7. Providing the goods

- 7.1 **Delivery costs.** The costs of delivery (where such will be charged) will be as displayed to you on our website.
- 7.2 **When we will provide the goods.** During the order process we will let you know when we will provide the goods to you.
- 7.3 **We are not responsible for delays outside our control.** If our supply of the goods 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.
- 7.4 **Collection by you.** If you have asked to collect the goods from our premises, you can collect them from us at any time during our working hours of 08.00-18.00 on weekdays (excluding public holidays) and 10.00-14.30 on Saturdays.
- 7.5 **If you are not at home when the goods are delivered.** If no one is available at your address to take delivery and the goods cannot be posted through your letterbox, we will leave you a note informing you of how to rearrange delivery or collect the goods from a local depot.
- 7.6 **If you do not re-arrange delivery.** If you do not collect the goods from us as arranged or if, after a failed delivery to you, you do not re-arrange delivery or collect them from a delivery depot we will contact you for further instructions and may charge you for storage costs and any further delivery costs. If, despite our reasonable efforts, we are unable to contact you or re-arrange delivery or collection we may end the contract and clause 10.2 will apply.
- 7.7 **Your legal rights if we deliver goods late.** You have legal rights if we deliver any goods late. If we miss the delivery deadline for any goods then you may treat the contract as at an end straight away if any of the following apply:
- (a) we have refused to deliver the goods;
  - (b) delivery within the delivery deadline was essential (taking into account all the relevant circumstances); or
  - (c) you told us before we accepted your order that delivery within the delivery deadline was essential.
- 7.8 **Setting a new deadline for delivery.** If you do not wish to treat the contract as at an end straight away, or do not have the right to do so under clause 7.7, you can give us a

new deadline for delivery, which must be reasonable, and you can treat the contract as at an end if we do not meet the new deadline.

- 7.9 **Ending the contract for late delivery.** If you do choose to treat the contract as at an end for late delivery under clause 7.7 or clause 7.8, you can cancel your order for any of the goods or reject goods that have been delivered. If you wish, you can reject or cancel the order for some of those goods (not all of them), unless splitting them up would significantly reduce their value. After that we will refund any sums you have paid to us for the cancelled goods and their delivery. If the goods have been delivered to you, you must either return them in person to where you bought them, post them back to us or (if they are not suitable for posting) allow us to collect them from you. Please call customer services on 0333 9000 010 or email us at [enquiries@summerfieldhealthcare.co.uk](mailto:enquiries@summerfieldhealthcare.co.uk) for a return label or to arrange collection.
- 7.10 **When you become responsible for the goods.** The goods will be your responsibility from the time we deliver them to the address you gave us or you collect it from us.
- 7.11 **When you own goods.** You own the goods once we have received payment in full.
- 7.12 **What will happen if you do not give required information to us.** We may need certain information from you so that we can supply the goods to you. If so, this will have been stated in the description of the goods on our website. We will contact you to ask for this information. If you do not give us this information within a reasonable time of us asking for it, or if you give us incomplete or incorrect information, we may either end the contract (and clause 10.2 will apply) or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We will not be responsible for supplying the goods late or not supplying any part of them if this is caused by you not giving us the information we need within a reasonable time of us asking for it.

## 8. Your rights to end the contract

- 8.1 **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 goods repaired), see clause 11;
  - (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 8.2;**
  - (c) **If you have just changed your mind about the goods, see clause 8.3.** 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;

- (d) **In all other cases (if we are not at fault and there is no right to change your mind)**, see clause 8.6.

**8.2 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 (d) below the contract will end immediately and we will refund you in full for any goods which have not been provided and you may also be entitled to compensation. The reasons are:

- (a) we have told you about an upcoming change to the goods or these terms which you do not agree to;
- (b) we have told you about an error in the price or description of the goods you have ordered and you do not wish to proceed;
- (c) there is a risk that supply of the goods may be significantly delayed because of events outside our control;
- (d) you have a legal right to end the contract because of something we have done wrong.

**8.3 Exercising your right to change your mind (Consumer Contracts Regulations 2013).** For most goods 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.

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

**8.5 How long do I have to change my mind?** You have 14 days after the day 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.

**8.6 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 8.1), you can still end the contract before it is completed, but you may have to pay us compensation. A contract for goods is completed when the goods are 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 goods 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.

## **9. How to end the contract with us (including if you have changed your mind)**

**9.1 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 0333 9000 010 or email us at [enquiries@summerfieldhealthcare.co.uk](mailto:enquiries@summerfieldhealthcare.co.uk). Please provide your name, home address, details of the order and, where available, your phone number and email address.
- (b) **By post.** Write to us at Building 1, Charlesworth Court, Knights Way, Shrewsbury, SY1 3AB, including details of what you bought, when you ordered or received it and your name and address.

**9.2 Returning goods after ending the contract.** If you end the contract for any reason after goods have been dispatched to you or you have received them, you must return them to us. You must post them back to us at Building 1, Charlesworth Court, Knights Way, Shrewsbury, SY1 3AB or (if they are not suitable for posting) allow us to collect them from you. Please call customer services on 0333 9000 010 or email us at [enquiries@summerfieldhealthcare.co.uk](mailto:enquiries@summerfieldhealthcare.co.uk) for a return label or to arrange collection. 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.

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

- (a) if the goods are faulty or misdescribed;
- (b) if you are ending the contract because we have told you of an upcoming change to the goods 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

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

**9.4 What we charge for collection.** If you are responsible for the costs of return and we are collecting the goods from you, we will charge you the direct cost to us of collection.

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

9.6 **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 them in a way which would not be permitted in a shop. If we refund you the price paid before we are able to inspect the goods and later discover you have handled them in an unacceptable way, 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 within 3-5 days at one cost but you choose to have the goods delivered within 24 hours at a higher cost, then we will only refund what you would have paid for the cheaper delivery option.

9.7 **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:

- (a) and we have not offered to collect the goods from you, your refund will be made within 14 days from the day on which we receive the goods back from you or, if earlier, the day on which you provide us with evidence that you have sent the goods back to us.
- (b) In all other cases, your refund will be made within 14 days of your telling us you have changed your mind

## 10. **Our rights to end the contract**

10.1 **We may end the contract if you break it.** We may end the contract at any time by writing to you if:

- (a) you do not make any payment to us when it is due and you still do not make payment within 7 days of us reminding you that payment is due;
- (b) you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the goods; or
- (c) you do not, within a reasonable time, allow us to deliver the goods to you or collect them from us.

10.2 **You must compensate us if you break the contract.** If we end the contract in the situations set out in clause 10.1 we will refund any money you have paid in advance for goods 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.

## 11. If there is a problem with the product

- 11.1 **How to tell us about problems.** If you have any questions or complaints about the goods, please contact us.
- 11.2 **Summary of your legal rights.** We are under a legal duty to supply goods that are in conformity with this contract. Nothing in these terms will affect your legal rights.
- 11.3 **Your obligation to return rejected goods.** If you wish to exercise your legal rights to reject goods you must either post them back to us or (if they are not suitable for posting) allow us to collect them from you. We will pay the costs of postage or collection.

## 12. Price and payment

- 12.1 **Where to find the price for the goods** The price of the goods (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 12.3 for what happens if we discover an error in the price of the goods you order.
- 12.2 **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 goods, we will adjust the rate of VAT that you pay, unless you have already paid for the goods in full before the change in the rate of VAT takes effect.
- 12.3 **What happens if we got the price wrong.** It is always possible that, despite our best efforts, some of the goods 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 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. If we accept and process your order where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may end the contract, refund you any sums you have paid and require the return of any goods provided to you.
- 12.4 **When you must pay and how you must pay.** We accept payment with MasterCard, Visa, Visa Electron, Switch, Solo, Maestro or JCB. You must pay for the goods before we dispatch them. We will not charge your credit or debit card until we dispatch the goods to you.
- 12.5 **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 2% a year above the base lending rate of HSBC bank 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.

12.6 **What to do if you think an invoice is wrong.** If you think an invoice is wrong please contact us promptly to let us know. You will not have to pay any interest until the dispute is resolved. Once the dispute is resolved we will charge you interest on correctly invoiced sums from the original due date. In the event that you claim a chargeback with your bank and one is granted, we reserve the right to dispute the chargeback and pursue a claim for the disputed sum.

### 13. **Our responsibility for loss or damage suffered by you**

13.1 **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.

13.2 **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 goods; and for defective products under the Consumer Protection Act 1987

13.3 **We are not liable for business losses.** We only supply the goods for domestic and private use. If you use the goods 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.

### 14. **How we may use your personal information**

14.1 **How we may use your personal information.** We will only use your personal information as set out in our privacy policy found at <https://www.summerfieldhealthcare.co.uk/privacy-policy>.

### 15. **Other important terms**

15.1 **We may transfer this agreement to someone else.** We may transfer our rights and obligations under these terms to another organisation.

- 15.2 **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.
- 15.3 **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.
- 15.4 **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.
- 15.5 **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. For example, if you miss a payment and we do not chase you but we continue to provide the goods, we can still require you to make the payment at a later date.
- 15.6 **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. 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.