

Terms and Conditions

1 Introduction

This page (together with the documents referred to on it) tells you the terms and conditions on which you may make use of our website www.joannewillcox.com ("our site") and the terms on which we sell our products to you (the "Terms").

Please read these terms of use carefully before you start to use the site. By using our site, you indicate that you accept these Terms and that you agree to abide by them. If you do not agree to these Terms, you do not have our permission to use our site.

2 Information about us

www.joannewillcox.com is operated by Joanne Willcox Clinics ("We").

Our main trading address can be found on the Contact Us page of the above site.

3 Accessing our website

Access to our site is permitted on a temporary basis, and we reserve the right to withdraw or amend the service we provide on our site without notice (see below). We will not be liable if for any reason our site is unavailable at any time or for any period.

You are responsible for making all arrangements necessary for you to have access to our site. You are also responsible for ensuring that all persons who access our site through your internet connection are aware of these terms, and that they comply with them.

4 Reliance on information posted

Important: Information on our site is provided for information purposes only and is not a substitute for professional medical advice. Nothing on our site is a recommendation as to how to treat any particular disease or health-related condition and not all conditions will respond to treatment with natural remedies. For serious conditions or advice on health conditions in general, you should visit a qualified medical practitioner.

Commentary and other materials posted on our site are not intended to amount to advice on which any reliance should be placed. We therefore disclaim all liability and responsibility arising from any reliance placed on such materials by any visitor to our site, or by anyone who may be informed of any of its contents.

We do our best to always ensure that the information on our site is correct and accurate. Despite our best efforts the site may contain errors. We do not accept liability for loss or

damage caused by inaccurate information. If you spot information which you think is incorrect you can tell us at sales@joannewillcox.com.

5 Intellectual property rights

We are the owner or the licensee of all intellectual property rights in our site, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

You may print off one copy, and may download extracts, of any page(s) from our site for your personal reference and you may draw the attention of others to material posted on our site.

You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

Our status (and that of any identified contributors) as the authors of material on our site must always be acknowledged.

You must not use any part of the materials on our site for commercial purposes without obtaining a licence to do so from us or our licensors.

If you print off, copy or download any part of our site in breach of these terms of use, your right to use our site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

All logos, brands and trademarks used on the site including, but not limited to, Joanne Willcox, Ultradetox, The Candle Range are the property of Joanne Willcox Clinics. You may not use these without our consent.

6 Our site changes regularly

We aim to update our site regularly, and may change the content at any time. If the need arises, we may suspend access to our site, or close it indefinitely. Any of the material on our site may be out of date at any given time, and we are under no obligation to update such material.

7 Viruses, hacking and other offences

You must not misuse our site by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to our site, the server on which our site is stored or any server, computer or database connected to our site. You must not attack our site via a denial-of-service attack or a distributed denial-of service attack.

By breaching this provision, you would commit a criminal offence under the Computer Misuse

Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our site will cease immediately.

We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our site or to your downloading of any material posted on it, or on any website linked to it.

8 Linking to our site

You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

You must not establish a link from any website that is not owned by you.

Our site must not be framed on any other site, nor may you create a link to any part of our site other than the home page. We reserve the right to withdraw linking permission without notice.

The website from which you are linking must not contain any inappropriate, offensive or illegal content or any other content likely to damage the reputation of our brand.

If you wish to make any use of material on our site other than that set out above, please address your request to sales@joannewillcox.com.

9 Links from our site

Where our site contains links to other sites and resources provided by third parties, these links are provided for your information only. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them.

10 Variations

We may revise these terms of use at any time by amending this page. You are expected to check this page from time to time to take notice of any changes we have made, as they are binding on you. Some of the provisions contained in these terms of use may also be superseded by provisions or notices published elsewhere on our site.

11 Purchase of products

The following sections of the Terms set out some specific terms and conditions on which we supply products (the "Products") listed on the site to you. By ordering any of our Products,

you agree to be bound by these Terms. If you refuse to accept these Terms, you will not be able to order any of our Products from the site.

You may also place an order by calling 0845 055 6418.

These Terms will also apply to any telephone or postal orders unless irrelevant.

12 Local laws

We do not accept any liability arising from any attempt by you to purchase or any subsequent delivery of Products if such action is prohibited or illegal where you are ordering from or having the Products delivered to. Legal advice should be taken in cases of doubt and you shall remain wholly responsible for ensuring that you are permitted to purchase our Products from where you access the site from and import them.

13 Your status

To place an order on the site you must be:

- (a) legally capable of entering into binding contracts; and
- (b) at least 18 years old, unless a parent or guardian is supervising you placing your order.

14 Product purchase and contract formation

After placing an order through our site (or an order by telephone or post where you provide an email address), you will receive an e-mail from us acknowledging that we have received your order. We will confirm dispatch of your order to you by sending you an e-mail confirming that the Product has been dispatched (the "Dispatch Confirmation").

The contract between us (the "Contract") will only be formed when we take payment from you.

We may decline to accept an order in circumstances including but not limited to:

- (a) your payment not being authorised;
- (b) you not satisfying the status requirements set out above;
- (c) Product(s) ordered not being available from stock and/or suppliers; or
- (d) where a pricing or product description error has occurred.

We reserve the right to cancel orders without prior notice. If we cancel any order, it will be without charge to you and any payment taken for such order will be refunded to you in accordance with our Refund Policy set out below.

15 Consumer rights

You may cancel a Contract at any time within seven working days, beginning on the day after you received the Products. In this case, you will receive a full refund of the price paid for the Products in accordance with our Refunds Policy set out below.

To cancel a Contract, you must inform us in writing. You must also return the Product(s) to us immediately by registered post, with proof of purchase, in the same condition in which you received them, and at your own cost and risk. Please note we are not obliged to refund your postage costs for the return of Products when you cancel an order.

You must take reasonable care of the Products while they are in your possession and you will be responsible for any loss we incur if you do not take reasonable care.

This provision does not affect your statutory rights.

16 Availability and delivery

We aim to fulfil your order by the delivery date set out in the Dispatch Confirmation or, if no delivery date is specified, then within a reasonable time of the date of the Dispatch Confirmation, unless there are exceptional circumstances.

UK Standard Delivery

Standard Delivery - £5.30

Please allow 5 - 7 working days for delivery (Mon-Fri excluding bank holidays).

We do not currently accept orders from outside of mainland UK.

17 Risk and title

The Products will be at your risk from the time of delivery. Ownership of the Products will only pass to you when we receive full payment of all sums due in respect of the Products, including delivery charges.

18 Price and payment

The price of any Products will be as quoted on the site from time to time, except in cases of obvious error.

Prices include VAT where applicable but exclude any delivery costs, which will be added to the total amount due.

Unless otherwise stated, promotional codes (including any displayed or offered by third parties) cannot be used against purchases of Gift Vouchers, Courses or Therapies or redeemed against delivery charges.

Prices are liable to change at any time, but changes will not affect orders in respect of which we have already sent you a Dispatch Confirmation.

Despite our best efforts, some of the Products listed on the site may be incorrectly priced. We will normally verify prices as part of our dispatch procedures so that, where a Product's correct price is less than our stated price, we will charge the lower amount when dispatching the Product to you. If a Product's correct price is higher than the price stated on our site, we will normally, at our discretion, either contact you for instructions before dispatching the Product, or reject your order and notify you of such rejection.

We are under no obligation to provide the Product to you at the incorrect (lower) price, even after we have confirmed your order or sent you a Dispatch Confirmation, if the pricing error is obvious and unmistakable and could have reasonably been recognised by you as a mis-pricing.

Payment for all Products must be by credit or debit card, PayPal, cheque (mail order only) or gift vouchers (mail order only). We accept payment by all major credit and debit cards. We will charge your credit or debit card when you place your order.

19 Our refund policy

We will provide a refund where:

- (a) you have cancelled the Contract between us and returned the Product within 28 days if you are dealing as a consumer;
- (b) a Product that you claim is defective or has been damaged in transport to you is returned to us within 14 days of delivery and is found by us to be defective or damaged in transport; or
- (c) you notify us that you do not agree to a change in our Terms occurring between you placing your order and receiving a Dispatch Confirmation.

When you return a Product to us because you:

- (a) have cancelled the Contract between us within the 28 days cancellation period, we will process the refund due to you as soon as possible and, in any case, within 30 days of the day you have given notice of your cancellation. In this case, we will refund the price of the Product in full. If you have returned the Product to us within the 7 day cooling off period that you are entitled to by law, we will also refund any delivery charges paid by you. However, you will be responsible for the cost of returning the item to us;
- (b) claim that the Product is defective or has been damaged in transport, we will examine the returned Product and will notify you of your refund via e-mail within a reasonable period of time. We will usually process the refund due to you as soon as possible and, in any case, within 30 days of the day we confirmed to you via e-mail that you were entitled to a refund for the defective or damaged Product. Products returned by you because of a defect or damage in transport will be refunded in full, including a refund of the delivery charges for

sending the item to you and the cost incurred by you in returning the item to us; or
(c) have notified us that you do not agree to a change in these Terms or in any related policies, we will process the refund due to you as soon as possible and, in any case, within 30 days of the day you have given notice. On condition that any Product dispatched to you is returned in the condition in which you received it, we will refund the price of the Product in full, including any delivery charges paid by you. However, you will be responsible for the cost of returning the item to us.

Any refund due to you will only be made to the same credit or debit card originally used (or in the form of other method of payment) by you to pay for your purchase.

20 Events outside our control

We will not be liable or responsible for any failure to perform any obligations under a Contract or these Terms, or delay in performance of, any of our obligations under a Contract that is caused by events outside our reasonable control.

21 Written communications

All notices given by you to us must be given to sales@joannewillcox.com. We may give notice to you at either the e-mail or postal address you provide to us when placing an order. Notice will be deemed received and properly served immediately when posted on our site, 24 hours after an e-mail is sent, or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, that such e-mail was sent to the specified e-mail address of the addressee.

22 Our liability

The material displayed on our site is provided without any guarantees, conditions or warranties as to its accuracy.

Our liability for losses you suffer as a result of your use of the site, or any Product purchased is limited to the price of the Product purchased. If you did not purchase any Product then our liability is limited to £25.

Nothing in these Terms is intended to limit or exclude any statutory rights you may have as a consumer (if any) or limit our liability for death or personal injury arising from our negligence, nor our liability for fraudulent misrepresentation or misrepresentation as to a fundamental matter, nor any other liability which cannot be excluded or limited under applicable law.

In the unlikely event that you receive a reaction to one of our Products, please call us on 0845 055 6418.

23 Miscellaneous

Nothing within the site or materials accessed via the site, other than the Terms, is intended to form any binding contract. In particular, notes on products are stated on an 'invitation to treat' basis (i.e. they are not offers which will become binding upon purported acceptance by you) and are 'subject to availability'.

These Terms and any document expressly referred to in them represent the entire agreement between us and supersede any previous agreement, understanding or arrangement between us. In entering into a Contract, neither of us has relied on any representation, undertaking or promise given by the other before the Contract except as expressly stated in these Terms.

24 Jurisdiction and applicable law

The English courts will have exclusive jurisdiction over any claim arising from, or related to, a visit to our site although we retain the right to bring proceedings against you for breach of these conditions in your country of residence or any other relevant country.

These terms of use and any dispute or claim arising out of, or in connection with them or their subject matter, or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England.

25 Questions

If you have any questions about these terms or the information on our site you can contact us at sales@joannewillcox.com.

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