

# Lakeland Orthotics Ltd Terms & Conditions

Welcome to Lakeland Orthotics Ltd Terms and Conditions page. Here you will find information about our business, legal notices and our terms and conditions. By using this website, you accept the terms and conditions contained within these pages. If you do not agree to be bound by these terms and conditions, we politely request that you cease use of the site immediately.

Lakeland Orthotics Ltd is owned and operated by Beccy Smith at the website address [www.lakelandorthotics.co.uk](http://www.lakelandorthotics.co.uk).

## Website Terms and Conditions of Use

### Introduction

These terms and conditions apply between you, the User of this Website (including any sub-domains, unless expressly excluded by their own terms and conditions), and Lakeland Orthotics Ltd, the owner and operator of this Website. Please read these terms and conditions carefully, as they affect your legal rights. Your agreement to comply with and be bound by these terms and conditions is deemed to occur upon your first use of the Website. If you do not agree to be bound by these terms and conditions, you should stop using the Website immediately.

In these terms and conditions, User or Users means any third party that accesses the Website and is not either (i) employed by Lakeland Orthotics Ltd and acting in the course of their employment or (ii) engaged as a consultant or otherwise providing services to Lakeland Orthotics Ltd and accessing the Website in connection with the provision of such services.

You must be at least 18 years of age to use this Website. By using the Website and agreeing to these terms and conditions, you represent and warrant that you are at least 18 years of age.

Intellectual property and acceptable use

### Our liability

We are unable to make any medical diagnosis of your condition and we will not provide any professional orthotic advice or opinion about the suitability of any of our Products for your individual condition. Our Products are sold to you on the basis that you have sought relevant advice from a qualified medical, orthotic professional or similarly experienced practitioner and the Products are provided on the basis that you have made all relevant and reasonable enquiries that the Product you have ordered is suitable for your own individual needs.

1. All Content included on the Website, unless uploaded by Users, is the property of Lakeland Orthotics Ltd, our affiliates or other relevant third parties. In these terms and conditions, Content means any text, graphics, images, audio, video, software, data compilations, page layout, underlying code and software and any other form of information capable of being stored in a computer that appears on or forms part of this Website, including any such content uploaded by Users. By continuing to use the Website you acknowledge that such Content is protected by copyright, trademarks, database rights and other intellectual property rights. Nothing on this site shall be construed as granting, by implication, estoppel, or otherwise, any license or right to use any trademark, logo or service mark displayed on the site without the owner's prior written permission

2. You may, for your own personal, non-commercial use only, do the following:

- a. retrieve, display and view the Content on a computer screen
- b. download and store the Content in electronic form on a disk (but not on any server or other storage device connected to a network)
- c. print one copy of the Content

3. You must not otherwise reproduce, modify, copy, distribute or use for commercial purposes any Content without the written permission of Lakeland Orthotics Ltd.

Prohibited use

4. You may not use the Website for any of the following purposes:

- a. in any way which causes, or may cause, damage to the Website or interferes with any other person's use or enjoyment of the Website;
- b. in any way which is harmful, unlawful, illegal, abusive, harassing, threatening or otherwise objectionable or in breach of any applicable law, regulation, governmental order;
- c. making, transmitting or storing electronic copies of Content protected by copyright without the permission of the owner.

### Registration

5. You must ensure that the details provided by you on registration or at any time are correct and complete.

6. You must inform us immediately of any changes to the information that you provide when registering by updating your personal details to ensure we can communicate with you effectively.

7. We may suspend or cancel your registration with immediate effect for any reasonable purposes or if you breach these terms and conditions.

8. You may cancel your registration at any time by informing us in writing to the address at the end of these terms and conditions. If you do so, you must immediately stop using the Website. Cancellation or suspension of your registration does not affect any statutory rights.

Links to other websites

9. This Website may contain links to other sites. Unless expressly stated, these sites are not under the control of Lakeland Orthotics Ltd or that of our affiliates.

10. We assume no responsibility for the content of such Websites and disclaim liability for any and all forms of loss or damage arising out of the use of them.

11. The inclusion of a link to another site on this Website does not imply any endorsement of the sites themselves or of those in control of them.

Privacy Policy and Cookies Policy

12. Use of the Website is also governed by our Privacy Policy

### **Availability of the Website and disclaimers**

13. Any online facilities, tools, services or information that Lakeland Orthotics Ltd makes available through the Website (the Service) is provided "as is" and on an "as available" basis. We give no warranty that the Service will be free of defects and/or faults. To the maximum extent permitted by the law, we provide no warranties (express or implied) of fitness for a particular purpose, accuracy of information, compatibility and satisfactory quality. Lakeland Orthotics Ltd is under no obligation to update information on the Website.

14. Whilst Lakeland Orthotics Ltd uses reasonable endeavours to ensure that the Website is secure and free of errors, viruses and other malware, we give no warranty or guaranty in that regard and all Users take responsibility for their own security, that of their personal details and their computers.

15. Lakeland Orthotics Ltd accepts no liability for any disruption or non-availability of the Website.

16. Lakeland Orthotics Ltd reserves the right to alter, suspend or discontinue any part (or the whole of) the Website including, but not limited to, any products and/or services available. These terms and conditions shall continue to apply to any modified version of the Website unless it is expressly stated otherwise.

### **Limitation of liability**

17. Nothing in these terms and conditions will: (a) limit or exclude our or your liability for death or personal injury resulting from our or your negligence, as applicable; (b) limit or exclude our or your liability for fraud or fraudulent misrepresentation; or (c) limit or exclude any of our or your liabilities in any way that is not permitted under applicable law. In addition all information contained on this website or provided by our team is for reference only and does not constitute medical advice or medical opinion. We always recommend consulting a qualified healthcare professional for diagnosis and treatment.

18. We will not be liable to you in respect of any losses arising out of events beyond our reasonable control.

19. To the maximum extent permitted by law, Lakeland Orthotics Ltd accepts no liability for any of the following:

- a. any business losses, such as loss of profits, income, revenue, anticipated savings, business, contracts, goodwill or commercial opportunities;
- b. loss or corruption of any data, database or software;
- c. any special, indirect or consequential loss or damage.

### **General**

20. You may not transfer any of your rights under these terms and conditions to any other person. We may transfer our rights under these terms and conditions where we reasonably believe your rights will not be affected.

21. These terms and conditions may be varied by us from time to time. Such revised terms will apply to the Website from the date of publication. Users should check the terms and conditions regularly to ensure familiarity with the then current version.

22. These terms and conditions together with the Privacy Policy and Cookies Policy contain the whole agreement between the parties relating to its subject matter and supersede all prior discussions, arrangements or agreements that might have taken place in relation to the terms and conditions.

23. The Contracts (Rights of Third Parties) Act 1999 shall not apply to these terms and conditions and no third party will have any right to enforce or rely on any provision of these terms and conditions.

24. If any court or competent authority finds that any provision of these terms and conditions (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision will, to the extent required, be deemed

to be deleted, and the validity and enforceability of the other provisions of these terms and conditions will not be affected.

25. Unless otherwise agreed, no delay, act or omission by a party in exercising any right or remedy will be deemed a waiver of that, or any other, right or remedy.

26. This Agreement shall be governed by and interpreted according to the law of England and Wales and all disputes arising under the Agreement (including non-contractual disputes or claims) shall be subject to the exclusive jurisdiction of the English and Welsh courts.

## **General Terms and Conditions**

### **Lakeland Orthotics Ltd details**

Lakeland Orthotics Ltd is a company incorporated in England and Wales with registered number 09435430 whose registered address is Yewcroft, Wilton, Cumbria, CA222PJ and it operates the Website [www.lakelandorthotics.co.uk](http://www.lakelandorthotics.co.uk). The registered VAT number is 210029375.

You can contact Lakeland Orthotics Ltd by email on [Info@lakelandorthotics.co.uk](mailto:Info@lakelandorthotics.co.uk).

### **Trading Address:**

Lakeland Orthotics Ltd  
Unit 1, 273 Wincolmlee, Hull, East Yorkshire, England, HU20PZ

### **Contact Details:**

General Email Address: [info@lakelandorthotics.co.uk](mailto:info@lakelandorthotics.co.uk)  
Customer Services Telephone UK: +44 (0)1482 586088  
Fax number: +44 (0)1482 586115

### **Contacting Us**

Our business hours are 08:30 to 16:30 GMT, Monday to Thursday and 08:30 to 13:00 GMT, excluding Bank Holidays and factory holiday closure (dates are published on our website [www.lakelandorthotics.co.uk](http://www.lakelandorthotics.co.uk)). Please contact us by visiting our contact us page on our website [www.lakelandorthotics.co.uk](http://www.lakelandorthotics.co.uk) or by email at [info@lakelandorthotics.co.uk](mailto:info@lakelandorthotics.co.uk) or by telephone on +44 (0)1482 586088.

We always aim to respond to customer emails within 1 working day.

### **Purchasing From Us**

By using our website and purchasing from us, you declare that you are 18 years of age or over. If you are not 18 years of age or older, we must declare that we are unable to sell a product to you.

### **ISO Accreditation**

Lakeland Orthotics Ltd is an ISO 9001:2008 accredited business with a UKAS accredited issuing body. Our ISO 9001:2008 certificate number GB00/51585. We are also an ISO 13485:2003 and EN ISO 13485:2012 certificate number BG00/51584.

### **Pricing**

All pricing displayed on the site is defaulted to show UK Pounds Sterling (£) and is inclusive of Value Added Tax (VAT) at the current rate. If you have registered for VAT exemption with us, users must be logged into the website to benefit for VAT deduction. The VAT deduction will be shown in the checkout.

All payments taken when processing your payment will be in UK Pounds Sterling (£). It is likely that your card issuer will automatically calculate the exchange rate for the transaction and may charge you extra fees when processing an overseas transaction.

Please note that UK Pounds Sterling (£) is a different currency to the Euro (€) and to the US Dollar (\$). The UK Pounds Sterling (£) has a different exchange rate to the Euro (€) and the US Dollar (\$).

### **Refunds**

Refunds will be processed in UK Pounds Sterling (£). If purchasing outside of the UK or with a non UK issued card, due to fluctuations in exchange rate, the amount that you are refunded may differ from that initially charged. You therefore may be refunded a higher or lower amount in your own currency than you initially paid for the item due to currency fluctuations, as the refund will be processed at a different time to that of the purchase.

We do not charge a currency or exchange rate fee. Any fees will be levied against you by your own card issuer.

### **Ordering From Us**

When you place an order with Lakeland Orthotics Ltd online by using the website and completing checkout on the site, we will send you an order acknowledgement by email to the email address that you have supplied in the checkout process. This email details the products that you have ordered from us, the price for each product and the total of your order along with chosen shipping method. We politely request that you check the confirmation email that is sent to you as we will dispatch the goods contained within your order and detailed in that email, that you have ordered (and are contained in the email), as soon as we can. Please inform us immediately if the goods do not match those that you intended to order. Our process is automatic and we do not manually check the items that are ordered. If a mistake has been made at the checkout, either with an incorrect item or incorrect multiple/quantity, it is highly likely that you have added this to your basket in error or multiple times.

We accept an order when we dispatch the goods to you. The point of dispatch is when the sales contract is made even if your payment has been processed immediately.

Lakeland Orthotics Ltd reserve the right to cancel an order for any of the following reasons:

Where goods are unavailable.

Where there has been a product error, product description error, price error, or other information error.

If authorisation of your payment fails or is unavailable.

If you do not meet any of the age (minimum age requirements may apply on certain products) or eligibility requirements set out on the Lakeland Orthotics Ltd website including within these terms and conditions.

For any other reason that we deem necessary and/or appropriate in the circumstances.

#### **Availability of Products**

Lakeland Orthotics Ltd, its owner, agents and employees, accept no responsibility for losses suffered as a result of unavailability of a product. Where the site states that a product is in stock, this is subject to availability, and is not necessarily an accurate indication of our stock levels. All stock if present are indicators on the site and are approximate, and do not necessarily represent current stock levels.

#### **All orders are subject to availability.**

If there is a problem with availability of your order, we will contact you by telephone or email as soon as reasonably practicable.

If the goods that you have ordered are not available, we reserve the right to substitute goods of a similar specification and quality.

#### **Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 in force from 13th June 2014 onwards**

This is a distance contract (as defined below) which has the cancellation rights (Cancellation Rights) set out below. These Cancellation Rights, however, do not apply, to a contract for the following goods (with no others) in the following circumstances:

- a. foodstuffs, beverages or other goods intended for current consumption in the household and which are supplied on frequent and regular rounds to your residence or workplace;
- b. goods that are made to your specifications or are clearly personalised;
- c. goods which are liable to deteriorate or expire rapidly.

Also, the Cancellation Rights for a Contract cease to be available in the following circumstances:

- a. in the case of a contract for the supply of sealed goods which are not suitable for return due to health protection or hygiene reasons, if they become unsealed after delivery;
- b. in the case of any sales contract, if the goods become mixed inseparably (according to their nature) with other items after delivery.

By using this website and/or committing to a purchase on this website, or with Lakeland Orthotics Ltd, you are agreeing that the terms and conditions of the sale are being presented to you in a form other than in paper form, and you agree that these terms and conditions are to be presented to you in this electronic form.

You also agree and accept that the model cancellation form has been provided (see below).

Consumers are legally entitled to a cooling off period (the time you take to cancel your contract) of 14 days.

Prior to the dispatch of your item(s), you are entitled to withdraw your offer at any time from the moment you submit your order until the moment the contract is concluded.

An exception to this contract conclusion occurs where personalised goods, bespoke goods or customised goods are ordered. In this case, the customisation or personalisation will be confirmed prior to manufacture. At the point that the manufacture of such goods is initiated, the contract will be concluded.

The calculation of the 14 days includes all days (working or otherwise) from Monday to Friday.

The cancellation or cooling off period begins to run depending upon when you receive your goods.

Where goods are delivered in one delivery, the end of the cooling off period is 14 days after the day on which the goods came into your physical possession.

Where you have ordered multiple goods in one order but the goods are delivered on different days, the end of the cooling off period is 14 days after the day on which the last good came into your physical possession.

Where you have ordered goods consisting of multiple parts delivered on different days, the end of the cooling off period is 14 days after the day on which the last of the pieces came into your physical possession.

Where you are receiving a regular delivery of goods during a defined period of more than one day, the cooling off period ends 14 days after the day on which the first of the goods came into your possession.

You must inform us of your wish to cancel within this period. If you declare that you would like to cancel your order outside of this cooling off period, you will be not be able to return your goods.

### **Exercising your Right To Cancel**

You must inform us of your wish to cancel by using a clear statement. You are able to convey your wish to cancel to us by using the following methods; send an email to [info@lakelandorthotics.co.uk](mailto:info@lakelandorthotics.co.uk), send a letter to Lakeland Orthotics Ltd, Unit 1, 273 Wincolmllee, Hull, East Yorkshire, England, HU20PZ fax us on +44(0)1482 586115 or call our customer care team on +44(0)1482 586088. Please provide your order number, name, address, email address and contact number. Please also provide details of the item(s) you ordered and date of order and reasons for cancelling.

### **Losing Your Right To Cancel**

You will lose your right to cancel where you fail to cancel the contract within the appropriate timescale as stated above, or where you fail to return the goods within the appropriate timescale following legitimate cancellation.

### **Model cancellation Form**

To: \_\_\_\_\_  
Unit 1 273 Wincolmllee  
Hull  
East Yorkshire  
HU20PZ

Email address: [Info@lakelandorthotics.co.uk](mailto:Info@lakelandorthotics.co.uk)  
Telephone number: 01482586088

I/We[\*] hereby give notice that I/We [\*] cancel my/our [\*] contract of sale of the following goods [\*] [for the supply of the following service [\*], Ordered on [\*/received on [\*] \_\_\_\_\_ (date received)

Name of consumer(s)

Address of consumer(s):

Signature of consumer(s) (only if this form is notified on paper):

Date:

### **Returning Your Goods**

Once you have exercised your right to cancel, you are under a duty to send back the goods to the following address:

### **Returns Department**

Lakeland Orthotics Ltd  
Unit 1, 273 Wincolmlee, Hull, East Yorkshire, England, HU20PZ

You must not delay in returning your goods to us. In any event, you must send the goods back not later than 14 days after the day on which you inform us of your wish to cancel.

### **Return Costs**

You will bear the costs of returning the item(s) to us. No refund will be made of your return costs.

Any costs associated with the return of your item(s) will be paid by you and will not be refunded.

Where large items have been ordered and you feel that it will be difficult in the circumstances to arrange for a delivery back to us, we may be able to offer a collection service to assist you. This is a paid service and is normally approximately £20. In order to utilise this service, please email or telephone us to agree the exact costs. These costs will not be refundable.

Returning oversized items by courier yourself depends on the weight and dimensions of the package, and can be costly. The maximum costs that you are likely to have to pay for the return of an oversized item is £100 if using an independent courier or pallet company.

### **Refunds**

We will refund you without undue delay, but in any case no later than the end of 14 days after the day on which we received the goods back. If you supply us with evidence of having sent the goods back before we have received them, then we will refund you within 14 days from the day after the day on which we receive that evidence.

We will refund you any amount to be refunded onto the card or by the payment method that you used to place the order, unless expressly agreed otherwise.

Goods should be returned for refund in a resalable, unused condition.

### **Our Right To Compensation For Diminished Value of Goods**

Please note that we have a right to recover an amount from you for a loss of value of the goods as a result of handling goods beyond what is necessary to establish the nature, characteristics and functioning of the goods.

This compensation will be deducted from the amount that you initially paid for the goods. If this is not possible, this amount of compensation must be paid by you to us.

### **Exceptions to the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013**

If goods are made specifically for you as a customer, personalised or made to your specifications or fit, Lakeland Orthotics Ltd will not accept your request to exchange or to cancel your order.

Some of our products are excluded from this exchange policy for hygiene reasons (items deemed perishable that lose their entire value when opened due to the risk of contamination). Any item designed to be used with open or fresh wounds is also excluded from our returns policy and will not be returnable on grounds of hygiene.

### **Returns Authorisation**

When informing Lakeland Orthotics Ltd of your wish to return an item, it is advisable to obtain a returns authorisation number from Lakeland Orthotics Ltd. Any goods that are returned without a returns authorisation number may take longer to process. This may delay the refund or exchange of the product. Please include your returns authorisation number on a small note or correspondence within the package of the returned item along with your address and a contact telephone number. Please also include the reason for returning the goods.

### **Refund**

We will not refund any cost of returning the goods to us. The cost of returning the goods will not be refunded. You must pay for all postage and packaging costs when returning goods to us.

If you fail to return the goods, or attempt to charge the cost of returning the goods to us, we will charge you the direct cost to us of the return of goods, even if we have already processed a refund for any reason. We will not charge you an administration charge.

If you cancel an order for any reason, you must return the goods to us. You must return the goods as soon as possible. If you do not return the goods within 14 days from the day of your cancellation, we will arrange for collection of the goods, and will charge you for the cost of this collection. If you do not make the goods available for collection within 30 days of your cancellation, or do not return the goods within 30 days of cancellation, you will be deemed to have repurchased the item. You will then fall outside of the Lakeland Orthotics Ltd returns policy and will be unable to return the goods. In this respect, a new sales contract will be deemed to have been created and you will be charged for the goods purchased at the price that you initially purchased the goods at (if a refund has been processed) or not refunded if a refund has not been processed. Lakeland Orthotics Ltd reserve the right to charge you the carriage costs of returning the item back to you..

We recommend that you return the goods by Royal Mail special delivery or insured delivery as Lakeland Orthotics Ltd its agents and/or representatives, do not accept liability for goods damaged or lost in transit from you to our headquarters. We always recommend that you obtain and keep a certificate or proof of posting. Goods are sent back to us at your own risk until we receive them. Goods that have gone missing or have become lost in the postal system before reaching us are not our responsibility. The contract that you have made when returning the goods is between you and the service provider that you have chosen to use. We are not a party to this contract of service and cannot therefore make a claim on your behalf. The burden of any loss of goods must be borne by you.

All returns should be sent to:

Lakeland Orthotics Ltd

Unit 1, 273 Wincolmlee, Hull, East Yorkshire, England, HU20PZ

### **Complaints**

At Lakeland Orthotics, all processes and procedures exist to ensure complete customer satisfaction. We always strive to ensure that everything runs smoothly with your order. However, if you feel that we have let you down and you would like to complain about an element of our service, a product, or anything that you feel has not met with your expectations, you can call us on +44 (0)1482 586088, email us at [info@lakelandorthotics.co.uk](mailto:info@lakelandorthotics.co.uk), or write to us at Lakeland Orthotics Ltd

Unit 1, 273 Wincolmlee, Hull, East Yorkshire, England, HU20PZ. A member of our team will either talk to you about the issue or respond personally to your correspondence as soon as they can.

Goods should be returned for refund in a resalable, unused condition.

### **Our Legal Duty**

We are under a legal duty to supply goods that are in conformity with the contract.

### **Payment**

Payment will be taken by credit or debit card, or by Paypal, at the time of ordering if you are a consumer.

### **Delivery**

Delivery will take place by Royal Mail Post, UPS courier, DPD courier or any other courier or postal method deemed suitable for the weight, size and nature of the product. Delivery will take place as soon as is practicable, and in any event, we will strive to deliver your item(s) within 30 days.

Please note that over 90% of orders are delivered within 3 working days.

### **Exchanges**

In the event of you wishing to return the item(s) that you have purchased for an exchange, the same return period applies as above.

For the sake of clarity, you therefore have a total of 14 days from the date that you receive your item to inform us of your wish to return your item to exchange this item.

Goods should be returned for exchange in a resalable, unused condition.

Where goods are delivered in one delivery, you can exchange your item(s) by letting us know up to 14 days after the day on which the goods came into your physical possession.

Where you have ordered multiple goods in one order but the goods are delivered on different days, you can exchange your item(s) by letting us know up to 14 days after the day on which the last good came into your physical possession.

Where you have ordered goods consisting of multiple parts delivered on different days, you can exchange your item(s) by letting us know up to 14 days after the day on which the last of the pieces came into your physical possession.

Where you are receiving a regular delivery of goods during a defined period of more than one day, you can exchange your item(s) by letting us know up to 14 days after the day on which the first of the goods came into your possession.

You must inform us of your wish to cancel within this period. If you declare that you would like to cancel your order outside of these periods, you will be not be able to exchange your goods.

You must inform Lakeland Orthotics Ltd of your wish to exchange the item(s) by email, letter or telephone. If informing Lakeland Orthotics Ltd by letter, the request to exchange is effective on the date of posting. If informing Lakeland Orthotics Ltd by email, the request to exchange is deemed to have been conveyed when the email is sent. Lakeland Orthotics Ltd ask that you keep a receipt of postage of your exchange request notice or a confirmation of sending an exchange request email.

If goods are made specifically for you as a customer, personalised or made to your specifications or fit Lakeland Orthotics Ltd will not accept your request to exchange or to cancel your order.

Some of our products are excluded from this exchange policy for hygiene reasons (items deemed perishable that lose their entire value when opened due to the risk of contamination). Any item designed to be used with open or fresh wounds is also excluded from our returns policy and will not be returnable on grounds of hygiene.

Please note, as with cancellations of your order, with exchanges we have a right to recover an amount from you for a loss of value of the goods as a result of handling goods beyond what is necessary to establish the nature, characteristics and functioning of the goods.

This compensation will be deducted from the amount that you initially paid for the goods. If this is not possible, this amount of compensation must be paid by you to us.

Where a balance is required to release the exchanged goods, we will contact you to take an extra payment or discuss whether you would like to continue with the exchange.

### **Faulty Item**

If the item you received is faulty, please contact our customer care team either by email or on +44(0)1482 586088. Please state or include your order number, name address, product details and your reason for return on any correspondence or in any communication. Please also state whether you require a refund (if the item is faulty within 14 days of receipt and is reported to us in that timeframe) or a replacement for your faulty product. We will then explain to you the returns process. Refunds cannot be processed if the fault has been caused, created or is a result of your misuse.

## **Payment**

At checkout you can choose to pay by credit or debit card. Lakeland Orthotics Ltd accept all major debit or credit cards. Visa, Visa Debit, Visa Electron, Mastercard and Maestro Cards. Please note that the billing address entered at checkout must match the registered address of your card. All credit and debit card holders are subject to validation and authorisation to maintain security and help prevent fraud. Internet fraud is illegal and perpetrators will be prosecuted.

## **Website Security & Security of Payment**

Our website is encrypted by an Industry Standard SSL. To help ensure that your shopping experience is safe, simple and secure Lakeland Orthotics Ltd uses a Secure Socket Layer (SSL) technology which encrypts and protects the data you send to us over the internet. You will see a padlock at the top of your browser and you can click on this to find out information about the SSL Digital Certificate and registrant details. You will also notice that when you look at the URL field at the top of the browser you will see it begins with 'https' instead of the normal 'http'. This means that you are in secure mode.

We use SagePay as our payment gateway provider to process card payments. Once you have entered your name, billing address, shipping address, agreed to the Terms & Conditions at the checkout you will see a 'Pay securely with SagePay' . Once this button is pressed you are directed to the SagePay secure servers to enter your credit or debit card details. Payments are made directly and you may need complete 3D secure card payment verification. As soon as your payment has been approved you will be redirected back to the Lakeland Orthotics Ltd website.

## **Delivery**

Delivery of your product(s) will be made to the address that you provide in the 'address' field in the order process. Where details provided for the delivery address are supplied by you, and these details are incorrect or incomplete, Lakeland Orthotics Ltd, its agents and/or representatives are not liable for any products that you do not receive. Further to this, we are not liable for any consequential losses resulting from non-delivery of your item(s).

We will deliver to the address that you have supplied to us for delivery. The delivery address is also confirmed in your order acknowledgement which is sent to you by email immediately upon completing your purchase. This acknowledgement email will be sent to the email address that you have provided in the checkout process. We would always advise checking your spam or junk mail folder as some Lakeland Orthotics Ltd emails may be filtered by your email service provider. We will not be held responsible if an email has not been read that you have received in the spam folder. It is your duty to maintain your own email account. We cannot be held accountable if you have failed to check the details that we have sent to you but may not be in your usual inbox folder.

We have the ability to resend your order confirmation details if not received immediately. Please contact us at [info@lakelandorthotics.co.uk](mailto:info@lakelandorthotics.co.uk) or call us on +44(0)1482 586088 if you wish the confirmation email to be resent to you.

If we have sent an item out to an address that you have provided and was stated in the confirmation email, but you failed to check this and inform Lakeland Orthotics Ltd of your mistake, we will not refund your item. We will not offer an exchange of an item. We will not offer a credit note. We will not be held accountable for your error, nor will we offer you compensation.

Our order process provides the facility to specify a delivery address different to your billing address. This allows you to arrange for delivery of goods to friends, family or a workplace.

The delivery address does not therefore need to be the same as the address that your debit or credit card is registered.

Delivery in most instances is made by Royal Mail First Class delivery. For larger items or valuable items, a courier, signed for or Royal Mail Special Delivery may be used.

Overseas orders are processed by courier, normally UPS. Delivery expectation for European deliveries is normally 2 to 5 working days, subject to availability of products.

In the event of a parcel going missing, we cannot send out a replacement item, or offer a full refund until a claim has been accepted and processed by Royal Mail or our chosen courier. In the event of a parcel going missing, the time for a full claim to be processed is usually 21 days, although this may be longer.

In the event of damage or breakage, Lakeland Orthotics Ltd may ask you to provide a detailed report and supply images for the purpose of making a claim.

Lakeland Orthotics Ltd accept no responsibility where proof of delivery has indicated that a 'you were out' card has been left by the Royal Mail (or similar) and you have subsequently not picked up the item.

### **Normal Working Hours**

The Lakeland Orthotics Ltd offices are open between the hours of 08:30 to 16:30 GMT, Monday to Thursday and 08:30 and 13:00 GMT Friday. We periodically close the office during our factory holiday closure dates and these are printed on our website [www.lakelandorthotics.co.uk](http://www.lakelandorthotics.co.uk)

### **Service Access**

While we endeavour to ensure that this Website is normally available 24 hours a day, we will not be liable if for any reason this Website is unavailable at any time or for any period, and we will not be liable if you cannot reach our sales, customer care or information team by telephone or email.

Access to this Website may be suspended temporarily and without notice in the case of system failure, maintenance, repair or for any reasons that may be outside the control of any Lakeland Orthotics Ltd agent and/or representative.

### **Overseas Access**

All content on the Lakeland Orthotics Ltd website is intended to meet United Kingdom guidelines. We cannot and will not promise that materials available and viewable on our website outside of the United Kingdom, or available to purchase outside of the United Kingdom, are appropriate within a territory outside of the United Kingdom. You are prohibited from accessing this website where viewing information or obtaining such products is illegal or unlawful.

If you do choose to access information, images and content on this website, you do so at your own risk and you are fully responsible for your compliance with local laws and regulations.

### **General**

You may not assign, sub-licence or otherwise transfer any of your rights under these Terms.

If any provision of these terms and conditions is found by any court of competent jurisdiction to be invalid, the invalidity of that provision will not affect the validity of the remaining provisions. These remaining provisions shall continue to have full force and effect.

Only parties to these terms and conditions may seek to enforce them. Nothing in these terms and conditions is intended as granting persons who are not parties to these terms and/or contractual provisions, any rights under the Contracts (Rights of Third Parties) Act 1999.

Lakeland Orthotics Ltd are registered with The IOC. Please visit [www.ico.org.uk](http://www.ico.org.uk) for an upto date register of data controllers.

### **Lakeland Orthotics Clinic Customers**

Wherever possible we will advise you of anticipated fees associated with supply of non-stock or bespoke products and services.

We may require part or full payment prior to the supply of non-stock, off the shelf or custom/bespoke products.

We may require full payment of service fees such as clinic appointment fees after every appointment and before the supply of custom or bespoke orthoses.

If customers cancel a bespoke order prior to supply, we will charge you for all costs associated with the supply of the product to date

### **Jurisdiction**

The jurisdiction for any claims, actions or legal processes is the United Kingdom in United Kingdom courts. The law that governs this contract is that of the United Kingdom.

### **Contact From 3rd Parties**

Lakeland Orthotics Ltd do not rent or sell customer email details or telephone numbers to third party businesses

### **Payment from Overseas**

Please note that your card payment will be processed in GBP Sterling and your receipt will show GBP Sterling prices. If your card is held in a different currency, your card issuer will charge you the currency exchange rate applicable that day. The exact exchange rate at the time of ordering should be displayed on your bank statement.

### **Refunds to Overseas Cards**

Please note that any refund will be made in GBP Sterling (our trading currency) and your card issuer will refund you using the Exchange Rate that is in use for that day and this could be different to the original rate that you were charged when making your payment. Your card issuer may also levy a currency conversion charge and/or a transaction fee, and this may not be reversed in the event of any refund or order cancellation. This means that your refund could be slightly more or less than you have originally paid and we cannot and will not be held responsible nor accountable for this difference.

### **Discounts And Special Offers**

Where you have purchased an item or items under a special offer (e.g Save 10% when you purchase 2 or more of this product), the discount will be applied to the basket at the checkout procedure, and will be applicable where you purchase and keep the products that enable you to qualify for the discount.

If you return a product to us for a refund that was part of the discount or special offer, but retain other qualifying products, we will refund the amount of the item that you have returned minus the amount that you saved by qualifying for the discount on the product.

For clarity, here is a worked example. If you purchase two items for £30 each, qualifying you for a discount of 10% when you order two or more of these products, a £6 discount will be applied at the checkout (total order value of £60, 10% of which is a £6 saving). You will therefore pay £54. If you were to return one of those items for a refund, we will refund you £24 as you will now no longer qualify for the discount as you have returned one of the products for a refund. In effect, you have purchased and retained only one product, of which the normal buy price is £30. We will refund £24 to you (£54 initial purchase price minus the £30 cost of purchasing a single product, that you have retained). You will therefore be refunded the amount that corresponds with only purchasing one product and therefore not qualifying for the discount.

Where products are returned for a refund, or for an exchange to a non-qualifying product, you will no longer be eligible for the discount or special offer and we will only refund or exchange to the value that puts you back into the position that you would have been in had you not initially purchased the number of qualifying products, or type of qualifying products, to obtain a discount or offer.

Where a free gift is provided when purchasing a qualifying product, or qualifying products (where a multiple purchase is required to qualify for the free gift), and that product or those products are returned for a refund or exchanged to a non-qualifying product, the free gift must be returned along with the qualifying product(s) and cannot be retained as the free gift is provided pursuant to and reliant upon you purchasing the qualifying product(s) and retaining the aforementioned qualifying product(s). Where you do not return the free gift, we reserve the right to charge you or withhold from the refund of the returned item the price of the item that constitutes the free gift. Where the free gift is priced on our website, we will deduct or charge the price of the item as appearing on our website. Where no price is quoted on our website for the item constituting the free gift, we will use the recommended retail price (RRP) of the product.

### **Negotiation Towards A Sale**

For the purposes of using our site, when you place a product or service in your basket and begin the checkout process by filling in your email address, this is considered to be a negotiation towards a sale, and you are permitting

Lakeland Orthotics Ltd to collect this information and use this email address to send you a reminder email about your abandoned purchase if you do not complete the transaction, and marketing emails about our products and services.

All emails can be unsubscribed from by using the unsubscribe links on the emails that you receive, and/or unsubscribing by logging into your account and opting out of future communications from Lakeland Orthotics Ltd. Alternatively you can email us at [info@lakelandorthotics.co.uk](mailto:info@lakelandorthotics.co.uk) with the subject line "Unsubscribe".

We consider email addresses collected at this stage to be input by the owner of the email address. We take this information bona fide in good faith. If you are not the owner of the email address that you have entered, please do not input the email address into the email address field.

## **Additional Terms and Conditions Relating to Provision of Service (Consumer)**

You are deemed to have accepted these Terms and Conditions when you accept our quotation or from the date of any performance of the Services (whichever happens earlier) and these Terms and Conditions and our quotation (the Contract) are the entire agreement between us.

You acknowledge that you have not relied on any statement, promise or representation made or given by or on our behalf. These Conditions apply to the Contract to the exclusion of any other terms that you try to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

### **Interpretation**

A "business day" means any day other than a Saturday, Sunday or bank holiday in England and Wales. The headings in these Terms and Conditions are for convenience only and do not affect their interpretation. Words imparting the singular number shall include the plural and vice-versa.

### **Services**

We warrant that we will use reasonable care and skill in our performance of the Services which will comply with the quotation, including any specification in all material respects. We can make any changes to the Services which are necessary to comply with any applicable law or safety requirement, and we will notify you if this is necessary. We will use our reasonable endeavours to complete the performance of the Services within the time agreed or as set out in the quotation; however, time shall not be of the essence in the performance of our obligations. All of these Terms and Conditions apply to the supply of any goods as well as Services unless we specify otherwise. Your obligations

You must obtain any permissions, consents, licences or otherwise that we need and must give us with access to any and all relevant information, materials, properties and any other matters which we need to provide the Services. If you do not comply with clause 10, we can terminate the Services.

We are not liable for any delay or failure to provide the Services if this is caused by your failure to comply with the provisions of this section (Your obligations).

### **Fees**

The fees (Fees) for the Services are set out in the quotation and are on a time and materials basis.

In addition to the Fees, we can recover from you a) reasonable incidental expenses including, but not limited to, travelling expenses, hotel costs, subsistence and any associated expenses, b) the cost of services provided by third parties and required by us for the performance of the Services, and c) the cost of any materials required for the provision of the Services.

You must pay us for any additional services provided by us that are not specified in the quotation in accordance with our then current, applicable hourly rate in effect at the time of performance or such other rate as may be agreed between us. The provisions of clause 14 also apply to these additional services.

The Fees are exclusive of any applicable VAT and other taxes or levies which are imposed or charged by any competent authority.

Wherever possible we will advise you of anticipated fees associated with supply of non-stock or bespoke products and services.

We may require part or full payment prior to the supply of non-stock, off the shelf or custom/bespoke products.

We may require full payment of service fees such as clinic appointment fees after every appointment and before the supply of custom or bespoke orthoses.

If customers cancel a bespoke order prior to supply, we will charge you for all costs associated with the supply of the product to date

### **Cancellation and amendment**

We can withdraw, cancel or amend a quotation if it has not been accepted by you, or if the Services have not started, within a period of 1 day from the date of the quotation, (unless the quotation has been withdrawn). Either we or you can cancel an order for any reason prior to your acceptance (or rejection) of the quotation. If you want to amend any details of the Services you must tell us in writing as soon as possible. We will use reasonable endeavours to make any required changes and additional costs will be included in the Fees and invoiced to you.

If, due to circumstances beyond our control, including those set out in the clause below (Circumstances beyond a party's control), we have to make any change in the Services or how they are provided, we will notify you immediately. We will use reasonable endeavours to keep any such changes to a minimum.

If customers cancel a bespoke order prior to supply, we will charge you for all costs associated with the supply of the product to date.

### **Payment**

We will invoice you for payment of the Fees either:

when we have completed the Services; or  
on the invoice dates set out in the quotation.

You must pay the Fees due within 1 day of the date of our invoice or otherwise in accordance with any credit terms agreed between us.

Time for payment shall be of the essence of the Contract.

Without limiting any other right or remedy we have for statutory interest, if you do not pay within the period set out above, we will charge you interest at the rate of 4% per annum above the base lending rate of the Bank of England from time to time on the amount outstanding until payment is received in full.

All payments due under these Terms and Conditions must be made in full without any deduction or withholding except as required by law and neither of us can assert any credit, set-off or counterclaim against the other in order to justify withholding payment of any such amount in whole or in part.

If you do not pay within the period set out above, we can suspend any further provision of the Services and cancel any future services which have been ordered by, or otherwise arranged with, you.

Receipts for payment will be issued by us only at your request.

All payments must be made in British Pounds unless otherwise agreed in writing between us.

We may require part or full payment prior to the supply of off the shelf or custom/bespoke products.

We may require full payment of service fees such as clinic appointment fees after every appointment and before the supply of custom or bespoke orthoses.

Wherever possible we will advise you of anticipated fees associated with supply of non-stock or bespoke products and services.

If customers cancel a bespoke order prior to supply, we will charge you for all costs associated with the supply of the product to date

### **Sub-Contracting and assignment**

We can at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of our rights under these Terms and Conditions and can subcontract or delegate in any manner any or all of our obligations to any third party.

You must not, without our prior written consent, assign, transfer, charge, subcontract or deal in any other manner with all or any of your rights or obligations under these Terms and Conditions.

### **Termination**

We can terminate the provision of the Services immediately if you:

commit a material breach of your obligations under these Terms and Conditions; or

fail to make pay any amount due under the Contract on the due date for payment; or

are or become or, in our reasonable opinion, are about to become, the subject of a bankruptcy order or take advantage of any other statutory provision for the relief of insolvent debtor; or enter into a voluntary arrangement under Part 1 of the Insolvency Act 1986, or any other scheme or arrangement is made with its creditors; or convene any meeting of your creditors, enter into voluntary or compulsory liquidation, have a receiver, manager, administrator or administrative receiver appointed in respect of your assets or undertakings or any part of them, any documents are filed with the court for the appointment of an administrator in respect of you, notice of intention to appoint an administrator is given by you or any of your directors or by a qualifying floating charge holder (as defined in para. 14 of Schedule B1 of the Insolvency Act 1986), a resolution is passed or petition presented to any court for your winding up or for the granting of an administration order in respect of you, or any proceedings are commenced relating to your insolvency or possible insolvency.

### **Intellectual property**

We reserve all copyright and any other intellectual property rights which may subsist in any goods supplied in connection with the provision of the Services. We reserve the right to take any appropriate action to restrain or prevent the infringement of such intellectual property rights.

### **Liability and indemnity**

Our liability under these Terms and Conditions, and in breach of statutory duty, and in tort or misrepresentation or otherwise, shall be limited as set out in this clause.

The total amount of our liability is limited to the total amount of Fees payable by you under the Contract.

We are not liable (whether caused by our employees, agents or otherwise) in connection with our provision of the Services or the performance of any of our other obligations under these Terms and Conditions or the quotation for: any indirect, special or consequential loss, damage, costs, or expenses or; any loss of profits; loss of anticipated profits; loss of business; loss of data; loss of reputation or goodwill; business interruption; or, other third party claims; or any failure to perform any of our obligations if such delay or failure is due to any cause beyond our reasonable control; or any losses caused directly or indirectly by any failure or your breach in relation to your obligations; or any losses arising directly or indirectly from the choice of Services and how they will meet your requirements or your use of the Services or any goods supplied in connection with the Services.

You must indemnify us against all damages, costs, claims and expenses suffered by us arising from any loss or damage to any equipment (including that belonging to third parties) caused by you or your agents or employees. Nothing in these Terms and Conditions shall limit or exclude our liability for death or personal injury caused by our negligence, or for any fraudulent misrepresentation, or for any other matters for which it would be unlawful to exclude or limit liability.

### **Circumstances beyond a party's control**

Neither of us is liable for any failure or delay in performing our obligations where such failure or delay results from any cause that is beyond the reasonable control of that party. Such causes include, but are not limited to: power failure, Internet Service Provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of the party in question. If the delay continues for a period of 90 days, either of us may terminate or cancel the Services to be carried out under these Terms and Conditions.

### **Communications**

All notices under these Terms and Conditions must be in writing and signed by, or on behalf of, the party giving notice (or a duly authorised officer of that party).

Notices shall be deemed to have been duly given:

when delivered, if delivered by courier or other messenger (including registered mail) during the normal business hours of the recipient;

when sent, if transmitted by fax or email and a successful transmission report or return receipt is generated;

on the fifth business day following mailing, if mailed by national ordinary mail; or

on the tenth business day following mailing, if mailed by airmail.

All notices under these Terms and Conditions must be addressed to the most recent address, email address or fax number notified to the other party.

### **No waiver**

No delay, act or omission by a party in exercising any right or remedy will be deemed a waiver of that, or any other, right or remedy nor stop further exercise of any other right, or remedy.

### **Severance**

If one or more of these Terms and Conditions is found to be unlawful, invalid or otherwise unenforceable, that / those provisions will be deemed severed from the remainder of these Terms and Conditions (which will remain valid and enforceable).

### **Law and jurisdiction**

This Agreement shall be governed by and interpreted according to the law of England and Wales and all disputes arising under the Agreement (including non-contractual disputes or claims) shall be subject to the exclusive jurisdiction of the English and Welsh courts.

## **Additional Terms and Conditions for Business Customers**

### **Application and entire agreement**

These Terms and Conditions will apply to the purchase of the goods detailed in our quotation (**Goods**) or services by the buyer (**you**) from Lakeland Orthotics Ltd a company registered in England and Wales under number 09435430 whose registered office is at Yewcroft, Wilton, Cumbria, CA222PJ (**we** or **us**).

These Terms and Conditions will be deemed to have been accepted by you when you accept them or the quotation or from the date of any delivery of the Goods (whichever happens earlier) or services and will constitute the entire agreement between us and you.

These Terms and Conditions and the quotation (together, the Contract) apply to the purchase and sale of any Goods between us and you, or services, to the exclusion of any other terms that you try to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

### **Interpretation**

A "business day" means any day other than a Saturday, Sunday or bank holiday in England and Wales.

The headings in these Terms and Conditions are for convenience only and will not affect their interpretation.

Words imparting the singular number include the plural and vice-versa.

### **Goods**

The description of the Goods or service is set out in our sales documentation, unless expressly changed in our quotation. In accepting the quotation you acknowledge that you have not relied upon any statement, promise or other representations about the Goods by us. Descriptions of the Goods or services set out in our sales documentation are intended as a guide only.

We can make any changes to the specification of the Goods or services which are required to conform to any applicable safety or other statutory or regulatory requirements.

### **Price**

The price (Price) of the Goods or services is set out in our quotation current at the date of your order or such other price as we may agree in writing.

If the cost of the Goods or services to us increases due to any factor beyond our control including, but not limited to, material costs, labour costs, alteration of exchange rates or duties, or changes to delivery rates, we can increase the Price prior to delivery.

Any increase in the Price under the clause above will only take place after we have told you about it.

You may be entitled to discounts. Any and all discounts will be at our discretion.

The Price is exclusive of fees for packaging and transportation / delivery.

The Price is exclusive of any applicable VAT and other taxes or levies which are imposed or charged by any competent authority.

### **Cancellation and alteration**

Details of the Goods or services as described in the clause above (Goods) and set out in our sales documentation are subject to alteration without notice and are not a contractual offer to sell the Goods or services which is capable of acceptance.

The quotation (including any non-standard price negotiated in accordance with the clause on Price (above) is valid for a period of 30 days only from the date shown in it unless expressly withdrawn by us at an earlier time.

Either of us can cancel the order for any reason prior to your acceptance (or rejection) of the quotation.

### **Payment**

We will invoice you for the Price either:

on or at any time after delivery of the Goods or service ; or

where the Goods or service are to be collected by you or where you wrongfully do not take delivery of the Goods or service, at any time after we have notified you that the Goods are ready for collection or we have tried to deliver them.

You must pay the Price within 30 days of the date of our invoice or otherwise according to any credit terms agreed between us.

You must make payment even if delivery has not have taken place and / or that the title in the Goods has not passed to you or the service is not yet complete.

If you do not pay within the period set out above, we will suspend any further deliveries to you and without limiting any of our other rights or remedies for statutory interest, charge you interest at the rate of 4% per annum above the base rate of the Bank of England from time to time on the amount outstanding until you pay in full.

Time for payment will be of the essence of the Contract between us and you.

All payments must be made in British Pounds unless otherwise agreed in writing between us.

Both parties must pay all amounts due under these Terms and Conditions in full without any deduction or withholding except as required by law and neither party is entitled to assert any credit, set-off or counterclaim against the other in order to justify withholding payment of any such amount in whole or in part.

### **Delivery**

We will arrange for the delivery of the Goods to the address specified in the quotation, or your order or to another location we agree in writing.

If you do not specify a delivery address or if we both agree, you must collect the Goods from our premises.

Subject to the specific terms of any special delivery service, delivery can take place at any time of the day and must be accepted at any time between 8 am to 8 pm.

If you do not take delivery of the Goods we may, at our discretion and without prejudice to any other rights: store or arrange for the storage of the Goods and will charge you for all associated costs and expenses including, but not limited to, transportation, storage and insurance; and / or make arrangements for the redelivery of the Goods and will charge you for the costs of such redelivery; and/or after 10 business days, resell or otherwise dispose of part or all of the Goods and charge you for any shortfall below the price of the Goods.

If redelivery is not possible as set out above, you must collect the Goods from our premises and will be notified of this. We can charge you for all associated costs including, but not limited to, storage and insurance.

Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence. We will not be liable for any delay in delivery of the Goods that is caused by a circumstance beyond our control or your failure to provide us with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.

We can deliver the Goods by instalments, which will be invoiced and paid for separately. Each instalment is a separate contract. Any delay in delivery or defect in an instalment will not entitle you to cancel any other instalment.

### **Inspection and acceptance of Goods**

You must inspect the Goods on delivery or collection.

If you identify any damages or shortages, you must inform us in writing within 7 days of delivery, providing details. Other than by agreement, we will only accept returned Goods if we are satisfied that those Goods are defective and if required, have carried out an inspection.

Subject to your compliance with this clause and/or our agreement, you may return the Goods and we will, as appropriate, repair, or replace, or refund the Goods or part of them.

We will be under no liability or further obligation in relation to the Goods if:  
if you fail to provide notice as set above; and/or

you make any further use of such Goods after giving notice under the clause above relating to damages and shortages; and/or

the defect arises because you did not follow our oral or written instructions about the storage, commissioning, installation, use and maintenance of the Goods; and/or

the defect arises from normal wear and tear of the Goods; and/or

the defect arises from misuse or alteration of the Goods, negligence, wilful damage or any other act by you, your employees or agents or any third parties.

You bear the risk and cost of returning the Goods.

Acceptance of the Goods will be deemed to be upon inspection of them by you and in any event within 1 day after delivery.

### **Risk and title**

The risk in the Goods will pass to you on completion of delivery.

Title to the Goods will not pass to you until we have received payment in full (in cash or cleared funds) for: (a) the Goods and/or (b) any other goods or services that we have supplied to you in respect of which payment has become due.

Until title to the Goods has passed to you, you must (a) hold the Goods on a fiduciary basis as our bailee; and/or (b) store the goods separately and not remove, deface or obscure any identifying mark or packaging on or relating to the Goods; and/or (c) keep the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery.

As long as the Goods have not been resold, or irreversibly incorporated into another product, and without limiting any other right or remedy we may have, we can at any time ask you to deliver up the Goods and, if you fail to do so promptly, enter any of your premises or of any third party where the Goods are stored in order to recover them.

### **Termination**

We can terminate the sale of Goods under the Contract where:

you commit a material breach of your obligations under these Terms and Conditions;

you are or become or, in our reasonable opinion, are about to become the subject of a bankruptcy order or take advantage of any other statutory provision for the relief of insolvent debtors;

you enter into a voluntary arrangement under Part 1 of the Insolvency Act 1986, or any other scheme or arrangement is made with your creditors; or

you convene any meeting of your creditors, enter into voluntary or compulsory liquidation, have a receiver, manager, administrator or administrative receiver appointed in respect of your assets or undertakings or any part thereof, any documents are filed with the court for the appointment of an administrator, notice of intention to appoint an administrator is given by you or any of your directors or by a qualifying floating charge holder (as defined in para. 14 of Schedule B1 of the Insolvency Act 1986), a resolution is passed or petition presented to any court for the winding up of your affairs or for the granting of an administration order, or any proceedings are commenced relating to your insolvency or possible insolvency.

### **Limitation of liability**

Our liability under the Contract, and in breach of statutory duty, and in tort, misrepresentation or otherwise will be limited to this clause.

Subject to the clauses above on **Inspection and Acceptance** and **Risk and Title**, all warranties, conditions or other terms implied by statute or common law (save for those implied by Section 12 of the Sale of Goods Act 1979) are excluded to the fullest extent permitted by law.

If we do not deliver the Goods or service, our liability is limited, subject to the clause below, to the costs and expenses incurred by you in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods.

Our total liability will not, in any circumstances, exceed the total amount of the Price payable by you.

We will not be liable (whether caused by our employees, agents or otherwise) in connection with the Goods, for: any indirect, special or consequential loss, damage, costs, or expenses; and/or

any loss of profits; loss of anticipated profits; loss of business; loss of data; loss of reputation or goodwill; business interruption; or, other third party claims; and/or

any failure to perform any of our obligations if such delay or failure is due to any cause beyond our reasonable control; and/or

any losses caused directly or indirectly by any failure or breach by you in relation to your obligations; and/or

any loss relating to the choice of the Goods and how they will meet your purpose or the use by you of the Goods supplied.

The exclusions of liability contained within this clause will not exclude or limit our liability for death or personal injury caused by our negligence; or for any matter for which it would be illegal for us to exclude or limit our liability; and for fraud or fraudulent misrepresentation.

### **Communications**

All notices under these Terms and Conditions must be in writing and signed by, or on behalf of, the party giving notice (or a duly authorised officer of that party).

Notices will be deemed to have been duly given:

when delivered, if delivered by courier or other messenger (including registered mail) during the normal business hours of the recipient;

when sent, if transmitted by fax or email and a successful transmission report or return receipt is generated;

on the fifth business day following mailing, if mailed by national ordinary mail; or

on the tenth business day following mailing, if mailed by airmail.

All notices under these Terms and Conditions must be addressed to the most recent address, email address or fax number notified to the other party.

### **Circumstances beyond the control of either party**

Neither party shall be liable for any failure or delay in performing their obligations where such failure or delay results from any cause that is beyond the reasonable control of that party. Such causes include, but are not limited to: power failure, internet service provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of the party in question.

### **No Waiver**

No waiver by us of any breach of these Terms and Conditions by you shall be considered as a waiver of any subsequent breach of the same or any other provision.

### **Severance**

If one or more of these Terms and Conditions is found to be unlawful, invalid or otherwise unenforceable, that / those provisions shall be deemed severed from the remainder of these Terms and Conditions (which will remain valid and enforceable).

### **Law and jurisdiction**

This Agreement shall be governed by and interpreted according to the law of England and Wales and all disputes arising under the Agreement (including non-contractual disputes or claims) shall be subject to the exclusive jurisdiction of the English and Welsh courts.

This is an exclusion clause:

Lakeland Orthotics Ltd limits its liability in business to business transactions wholly and entirely as the law permits, including the limitation of liability for loss of profits and for any indirect or consequential losses that may be incurred by the purchaser other than Lakeland Orthotics Ltd.

Lakeland Orthotics Ltd limits its liability in terms of loss of profit, loss of revenue, repair costs, maintenance costs, removal costs, collection costs, installation costs, works costs, labour, transportation, freight, postage, collection, delivery and any other costs whether directly or indirectly incurred by the wronged party.

### **Business To Business Restocking Fees**

Where an order has been placed by a business and that business or representative thereof wishes to return a product within Lakeland Orthotics Ltd returns policy, Lakeland Orthotics Ltd will accept stock goods for return for full credit exchange with NO RESTOCKING CHARGE within 30 days of despatch providing they are returning in their original packaging, in a clean unused condition. The same exceptions of non returnable products remain the same. For example, where a product is non returnable on hygiene grounds or because it is bespoke, non-stock or customised, this product will remain non returnable.

### **Non-Conformance Reports for Business Transactions**

In the unfortunate event that a product is found to be faulty, please complete a non-conformance report and return to us with the products.

**Pro-Forma Invoices**

In the event that a pro-forma invoice is required, Lakeland Orthotics Ltd reserves the right, in the absence of full details from the customer, to raise a pro-forma invoice on the assumption of a standard mainland UK delivery address only, and may levy a delivery charge if it later transpires that delivery is to a non UK delivery address, highland, island, in any other way overseas, non UK mainland or restricted with special delivery requirement.

**Forwarding Your Details On To Third Parties In Exceptional Circumstances**

Lakeland Orthotics Ltd may, in exceptional circumstances, forward customer contact details including name, email address, telephone number and postal address to third parties to ensure the safety of our customers. These circumstances include, but are not limited to, the actioning of a product recall.