



WEBSITE TERMS FOR SALE OF GOODS ONLINE

These terms and conditions for the sale of goods online together with our Privacy and Cookies Policy (see Website) and our Website Terms of Use (see Website) set out the legal terms and conditions ("Terms") on which we sell products ("Products") listed on our website at www.breathingsolutions.uk ("Website"). The Terms will apply to any contract between us and you for the sale of Products to you ("Contract").

These Terms tell you who we are, how we will provide Products to you, how you and we may change or end the Contract, what to do if there is a problem with a Product and other important information.

Please read these Terms carefully before ordering any Products from our Website.

1. INFORMATION ABOUT US AND HOW TO CONTACT US

1.1 The Website is a site owned and operated by Breathing Solutions (UK) Ltd . We are registered in Scotland under company number SC305591 and have our registered office at c/o McLay, McAlister & McGibbon LLP, 145 St. Vincent Street, Glasgow G2 5JF.

1.2 You can contact us at:

Email: info@breathingsolutions.co.uk

Post: Breathing Solutions UK Ltd, 51 Main Street, Gorebridge, Midlothian EH23 4BX, United Kingdom

1.3 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.

1.4 When we use the words "writing" or "written" in these Terms, this includes emails.

2. OTHER APPLICABLE TERMS

2.1 Your use of our Website is governed by our Website Terms of Use (see Website). Please take the time to read this, as it includes important terms which apply to you.

2.2 Your personal information will be used in accordance with our Privacy and Cookies Policy (see Website). Please take the time to read this, as it includes important terms which apply to you.

3. OUR CONTRACT WITH YOU

3.1 You can place an order for one or more Products on the Website by following our simple online instructions for completing the ordering process. This is done by adding Products to your basket and then clicking on the "Shopping Cart" link (where indicated on the Website). Our order process allows you to check and amend any errors before submitting your order to us. Please take the time to read and check your order at each page of the order process.

3.2 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.

3.3 If we are unable to accept your order, we will inform you of this and will not charge you for the Products ordered. We might not be able to accept your order because the Product is out of stock, because of unexpected limits on our resources which we could not reasonably plan for, because we have identified an error in the price or description of the Product or because we are unable to deliver the Products to you within a reasonable time.

3.4 Our Website is solely for the promotion of our Products in the UK. Unfortunately, we do not deliver to addresses outside mainland UK.

4. OUR PRODUCTS

4.1 The images of the Products 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 Products. Your Product may vary slightly from those images.

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

5. PROVIDING THE PRODUCTS

5.1 The costs of delivery will be as displayed to you on our Website.

5.2 We will deliver the Products to you as soon as reasonably possible and in any event within 30 days after the day on which we accept your order in accordance with Condition 3.2.

5.3 If our supply of the Products is delayed by an event outside our control then we will take reasonable 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.

5.4 If no one is available at your address to take delivery and the Products cannot be posted through your letterbox or left with a neighbour, the courier should leave you with a note detailing how to re-arrange delivery or collect the Products from a local depot.

5.5 If, after a failed attempt to deliver the Products to you, you do not re-arrange delivery we will contact you for further instructions and we 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 we may end the Contract and Condition 8 will apply.

5.6 The Product will be your responsibility from the time we deliver the Product to the address you gave us.

5.7 You own a Product once we have received payment in full.

6. YOUR RIGHTS TO END THE CONTRACT

6.1 Your rights when you can 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:

- if what you have bought is faulty or misdescribed, you may have a legal right to end the contract, see Condition 9.2
- if you want to end the Contract because of something we have done or have told you we are going to do, see Condition 6.2
- if you have just changed your mind about the Product, see Condition 6.3

6.2 If you are ending a Contract for a reason set out below, the Contract will end immediately and we will refund you for any Products which have not been provided.

The reasons are:

- we have told you about an error in the price or description of the Product you have ordered and you do not wish to proceed
- there is a risk that supply of the Products may be significantly delayed because of events outside our control (see Condition 5.3)
- you have a legal right to end the contract because of something we have done wrong

6.3 For some Products bought from our Website you have a legal right to change your mind within 14 days and receive a refund. This 14 day period begins after the day you receive the Products.

6.4 You do not have a right to change your mind in respect of Products sealed for health protection or hygiene purposes, once these have been unsealed after you receive them. In the case of multi-pack Products where not all Products have been unsealed we may offer a proportionate refund for sealed Products if you change your mind within 14 days.

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

7.1 To end the Contract with us, please let us know by doing one of the following:

- Contact us by phone or email (details above). Please provide your name, home address, details of the order and, where available, your phone number and email address
- Complete the form (see Website) and submit it on our Website
- Print off the form on our website, complete it and post it to us at the address on the form. Or simply write to us at that address, including the information required in the form

7.2 If you end the Contract for any reason after Products have been dispatched to you or you have received them, you must return them to us. You must either post the Products back to us or allow us to arrange for the Products to be collected from you. If you are exercising your right to change your mind you must send back the Products within 14 days of telling us you wish to end the Contract.

7.3 We will pay the costs of return:

- if the products are faulty or misdescribed
- if you are ending the contract because we have told you of 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.

Please contact us for a return label. In all other circumstances (including where you are exercising your right to change your mind) you must pay the costs of return.

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

7.5 If you are exercising your right to change your mind:

- we may reduce your refund of the price (excluding delivery costs) to reflect any reduction in the value of the Products, 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 Products and later discover you have handled them in an unacceptable way, you must pay us an appropriate amount
- the maximum refund for delivery costs will be the costs of delivery by the least expensive delivery method we offer.

7.6 We will make any refunds due to you as soon as possible. If you are exercising your right to change your mind then your refund will be made within 14 days from the day on which we receive the Product back from you or, if earlier, the day on which you provide us with evidence that you have sent the Product back to us.

8. OUR RIGHTS TO END THE CONTRACT

8.1 We may end the Contract at any time by writing to you if:

- you do not make any payment to us when it is due and you still do not make payment within 14 days of us reminding you that payment is due
- you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the Products
- you do not, within a reasonable time, allow us to deliver the Products to you.

8.2 If we end the contract in the situations set out in Condition 8.1, we will refund any money you have paid in advance for Products we have not provided but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the contract.

9. IF THERE IS A PROBLEM WITH THE PRODUCT

9.1 If you have any questions or complaints about the product, please contact us.

9.2 If you wish to exercise your legal rights to reject products you must either return them to us. We will pay the costs of postage in these circumstances. Please contact us for a return label.

10. PRICE AND PAYMENT

10.1 The price of the Product (which includes VAT) will be the price indicated on the order pages when you place your order. We take all reasonable care to ensure that the price of Product on the Website is correct. However please see Condition 10.3 for what happens if we discover an error in the price of the Product you order.

10.2 If the rate of VAT changes between your order date and the date we supply the Product, we will adjust the rate of VAT that you pay, unless you have already paid for the Product in full before the change in the rate of VAT takes effect.

10.3 It is always possible that, despite our best efforts, some of the Products we sell may be incorrectly priced on the Website. We will normally check prices before accepting your order so that, where the Product's correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the product's correct price at your order date is higher than the price stated, we will contact you for your instructions before we accept your order.

10.4 All payments are processed via PayPal. We accept payments from Paypal accounts or from all major credit and debit cards. You must pay for the Products before we dispatch them. We will not charge your Paypal account or credit or debit card until we dispatch the Products to you.

10.5 If you think an invoice is wrong please contact us promptly to let us know.

11. LIMITATION OF OUR LIABILITY TO YOU

11.1 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. 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.

11.2 We only supply the products for domestic and private use. If you use the products for any commercial, business or re-sale purpose, please note we will not be liable for:

- loss of profits, sales, business, or revenue
- business interruption
- loss of anticipated savings
- loss of business opportunity, goodwill or reputation
- any indirect or consequential loss or damage

11.3 We do not in any way exclude or limit our liability for:

- death or personal injury caused by our negligence
- fraud or fraudulent misrepresentation
- any breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession)
- any breach of the terms implied by section 13 to 15 of the Sale of Goods Act 1979 (description, satisfactory quality, fitness for purpose and samples)
- defective products under the Consumer Protection Act 1987.

12. OTHER IMPORTANT TERMS

12.1 We may transfer our rights and obligations under these Terms to another organisation. We will ensure that any transfer will not affect your rights under the contract.

12.2 This contract is between you and us. No other person shall have any rights to enforce any of its terms.

12.3 Each of the Conditions operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining Conditions will remain in full force and effect.

12.4 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.

12.5 The Terms shall be governed by and construed in accordance with the laws of Scotland and any disputes that may arise will be subject to the jurisdiction of the Scottish courts.

[Thank you for visiting the Website.](#)