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**Terms & Conditions**

Welcome to Splint Kit 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.

 **Website Terms and Conditions of Use**

1. **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 Splint Kit 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.

We reserve the right to:

update these Terms from time to time and any changes will be notified to you via a suitable announcement on the Website. It is your responsibility to check for such changes. The changes will apply to the use of the Website after we have given such announcement. If you do not wish to accept the new Terms you should not continue to use the Website. If you continue to use the Website after the date on which the change comes into effect, your use of the Website indicates your agreement to be bound by the new Terms; and modify or withdraw, temporarily or permanently, this Website and the material contained within (or any part) without notice to you and you confirm that we shall not be liable to you for any modification to or withdrawal of the Website or its contents.

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

1. **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. **Content**

All Content included on the Website, unless uploaded by Users, is the property of Splint Kit 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

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

retrieve, display and view the Content on a computer screen

download and store the Content in electronic form on a disk (but not on any server or other storage device connected to a network)

print one copy of the Content

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

1. **Prohibited use**

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

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;

in any way which is harmful, unlawful, illegal, abusive, harassing, threatening or otherwise objectionable or in breach of any applicable law, regulation, governmental order;

making, transmitting or storing electronic copies of Content protected by copyright without the permission of the owner.

The products purchased on this site are for private and domestic use only and are not for re sale.

1. **Privacy Policy**

We will treat all your personal information as confidential and will only use it in accordance with our Privacy Policy.

When you shop on this Website, we will ask you to input personal details in order for us to identify you, such as your name, e-mail address, billing address, delivery address, credit card or other payment information. We confirm that this information will be held by us in accordance with the registration we have with the Data Commissioner's office.

1. **Protecting Your Security**

To ensure that your credit, debit or charge card is not being used without your consent, we will validate name, address and other personal information supplied by you during the order process against appropriate third party databases.

We take the risk of internet fraud very seriously. With the volume of fraudulent credit card transactions increasing, we make every effort to ensure all orders are thoroughly checked using the information already supplied. There is a possibility we may contact you to make additional security checks and we ask for your co-operation to enable us to complete them. We will not tolerate fraudulent transactions and such transactions will be reported to the relevant authorities.

By accepting these terms and conditions you consent to such checks being made. In performing these checks personal information provided by you may be disclosed to a registered Credit Reference Agency which may keep a record of that information. You can rest assured that this is done only to confirm your identity, that a credit check is not performed and that your credit rating will be unaffected. All information provided by you will be treated securely and strictly in accordance with the Data Protection Act 1998.

1. **Registration**

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

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.

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

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

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

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.

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

Use of the Website is also governed by our Privacy Policy

1. **Availability of the Website and disclaimers**

Any online facilities, tools, services or information that Splint Kit 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. Splint Kit Ltd is under no obligation to update information on the Website.

Whilst Splint Kit 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.

Splint Kit Ltd accepts no liability for any disruption or non-availability of the Website.

Splint Kit 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.

1. **Compliance**

The Website may only be used for lawful purposes and in a lawful manner. You agree to comply with all applicable laws, statutes and regulations regarding the Website and its use. You agree not to upload or transmit through the Website:

any computer viruses or anything else designed to interfere with, interrupt or disrupt the normal operating procedures of a computer; and any material which is defamatory, offensive or of an obscene character

1. **Indemnity**

You agree to fully indemnify, defend and hold us, and our officers, directors, employees and suppliers, harmless immediately on demand, from and against all claims, losses, costs and expenses, including reasonable legal fees, arising out of any breach of these Terms by you, or any other liabilities arising out of your use of this Website or any other person accessing the Website using your personal information.

1. **Third Party Links**

As a convenience to our customers, the Website may include links to other websites or material which is beyond our control. For your information, we are not responsible for such websites or material nor do we review or endorse them. We will not be liable, whether directly or indirectly, for the privacy practices or content of such websites nor for any damage, loss or offence caused or alleged to be caused in connection with, the use of or reliance on any such advertising, content, products, materials or services available on such external websites or resources.

1. **Limitation of liability**

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.

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

To the maximum extent permitted by law, Splint Kit Ltd accepts no liability for any of the following:

any business losses, such as loss of profits, income, revenue, anticipated savings, business, contracts, goodwill or commercial opportunities;

loss or corruption of any data, database or software;

any special, indirect or consequential loss or damage.

1. **General**

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.

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.

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.

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.

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.

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.

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.

1. **Orders**

All orders are subject to acceptance and availability. If the goods ordered are not available, you will be notified by e-mail (or by other means if no e-mail address has been provided)

and you will have the option either to wait until the item is available from stock or to cancel your order.

Any orders placed by you will be treated as an offer to purchase the goods or services from us and we have the right to reject such offers at any time. You acknowledge that any automated acknowledgment of your order which you may receive from us shall not amount to our acceptance of your offer to purchase goods or services advertised on the Website. The conclusion of a contract between you and us will take place when we (i) debit your credit, debit card or PayPal account or (ii) dispatch the goods to you or commence the services, whichever is the later.

We will take all reasonable care, in so far as it is in our power to do so, to keep the details of your order and payment secure, but in the absence of negligence on our part we cannot be liable for any loss you may suffer if a third party procures unauthorised access to any data provided by you when accessing or ordering from the Website.

You will assume the risk for the products once they have been delivered to the delivery address which you specified when ordering the products. We accept no liability where you provide an incorrect delivery address or where you fail to collect the products from the delivery address which you specified.

1. **Cancellation Rights**

Where you have purchased the goods or services as a consumer (i.e. for private use as opposed to business use), please note that you are entitled to cancel any contract completed with us within 14 days from the day on which you acquire physical possession of the goods.

If you wish to cancel a contract pursuant to this clause, then please see our Returns Policy for further details of how.

1. **Price and Payment**

All prices shown are inclusive of VAT (only where applicable - see below) at the current rates and are correct at the time of entering the information onto the system. We reserve the right, however, to change prices at any time without notice to you.

If your delivery address is within the United Kingdom, no additional taxes will be charged to you. If your delivery address is outside of the United Kingdom you may be subject to import duties and taxes (including VAT), which are levied once a delivery reaches your destination country. Any such additional charges must be borne by you. You should note that customs policies and practices vary widely from country to country. We recommend that you contact your local customs office for information.

Please note that when shipping goods from outside the United Kingdom, cross border shipments may be subject to opening and inspection by customs authorities. In respect of all goods dispatched to you to an address outside of the United Kingdom, you are deemed to be the importer of the goods and must therefore comply with all the laws and regulations of the country into which the goods are being delivered.

Payment can be made by any major credit or debit card or via your PayPal account. Payment will be debited and cleared from your account before the dispatch of your good or provision of the service to you. If payment is to be made via a credit card a pre-auth value of £0.01 will be held against the card until the card issuer validates the payment.

In the unlikely event that the price shown on the checkout page is wrong, and we discover this before accepting your order in accordance with clause 9, we are not required to sell the goods to you at the price shown. We always try and ensure that the prices of goods shown on our Website are accurate, but occasionally genuine errors may occur. If we discover an error in the price of the goods that you have ordered we will let you know as soon as possible and give you the option of reconfirming your order at the correct price or cancelling it. If you cancel your order and you have already paid for the goods, then you will receive a full refund.

You confirm that the credit, debit card or PayPal account that is being used is yours. All credit/debit cardholders are subject to validation checks and authorisation by the card issuer. If the issuer of your payment card refuses to or does not, for any reason, authorise payment to us we will not be liable to you for any delay or non-delivery.

If your credit or debit card payment is not processed successfully for any reason, we reserve the right to reattempt to process payment within 48 hours. In the event that the payment is still unsuccessful, we will give you at least 48 hours’ notice in advance of any further reattempt to process payment by sending an email to the email address you have provided to us. If you do not want us to reattempt to process payment, you must cancel your order in advance.

You may only use one discount code with each order. We reserve the right to reject or cancel any orders where you add more than one discount code to the basket.

We allow you to use discount codes strictly on the terms and conditions upon which they were issued which, amongst other things, may include terms relating to your eligibility to use them and a maximum order value.

Please familiarise yourself with these terms and conditions before you place an order as we reserve the right to reject or cancel any orders which do not comply with these terms even if your credit or debit card has been charged. If there is any inconsistency between the terms and conditions upon which the discount codes were issued and these terms and conditions, the discount code terms and conditions prevail.

1. **Intellectual Property**

The content of the Website is protected by copyright, trade marks, database and other intellectual property rights and you acknowledge that the material and content supplied as part of the Website shall remain with us or our licensors.

You may retrieve and display the content of the Website on a computer screen, store such content in electronic form on disk (but not any server or other storage device connected to a network) or print one copy of such content for your own personal, non-commercial use, provided you keep intact all and any copyright and proprietary notices. You may not otherwise reproduce, modify, copy or distribute or use for commercial purposes any of the materials or content on the Website.

1. **Severance**

If any part of the Terms shall be deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions of the Terms.

1. **Waiver**

No waiver by us shall be construed as a waiver of any proceeding or succeeding breach of any provision.

1. **Law and Jurisdiction**

These Terms shall be governed by and construed in accordance with the laws of England and Wales and any disputes will be decided only by the English courts.

1. **Reviews**

If you submit a review, you grant us a non-exclusive, royalty-free, perpetual, irrevocable, and fully sub-licensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and display such content throughout the world in any media.

You grant splintkit.com and its sub-licensees the right to use the name that you submit in connection with such content, if they choose.

You agree to waive your right to be identified as the author of such content and your right to object to derogatory treatment of such content.

You agree to perform all further acts necessary to perfect any of the above rights granted by you to www.splintkit.com, including the execution of deeds and documents, at the request of www.splintkit.com.

You represent and warrant that you own or otherwise control all of the rights to the content that you post; that, as at the date that the content or material is submitted to splintkit.com:

1. **Entire Agreement**

These Terms form the entire basis of any agreement reached between you and us.

**Splint Kit Ltd details**

Splint Kit Ltd is a company incorporated in England and Wales with registered number 09435430 whose registered address is Stratus House, Emperor Way, Exeter Business Park, Exeter, EX1 3QS and it operates the Website www.Splintkit.com

You can contact Splint Kit Ltd by email on admin@splintkit.com. **Trading Address:** Stratus House, Emperor Way, Exeter Business Park, Exeter, EX1 3QS