

Terms and Conditions

OVERVIEW

These Terms and Conditions form the basis on which you can interact and communicate with us, purchase goods and services from us, receive feedback and advice from us, and use our website. Please read them carefully as they contain important information.

GENERAL

“We” are Willingsford Ltd, NFEC, SO40 9LA, United Kingdom, registered in England and Wales with the registration number 07462271. Throughout this document, the terms “we”, “us” and “our” refer to Willingsford Ltd. Willingsford Ltd offers to you, the user, our website, including all information, tools and services available from the site, our products, our services, our communications with you by any form or media, throughout this document referred to as our “Service”, conditioned upon your acceptance of all terms, conditions, policies and notices stated in these Terms and Conditions.

By visiting our website and/or purchasing goods or services from us and/or communicating with us, you engage in our Service and agree to be bound by these Terms and Conditions. These Terms and Conditions apply to all users of our Service, including without limitation users who are browsers, inquirers, customers, vendors, merchants, and/or contributors independently of how or by which means of communication any type of dealings was initiated or fulfilled.

You can review the most current version of our Terms and Conditions at any time on our website. We reserve the right to update, change or replace any part of these Terms and Conditions at any time by posting updates and/or changes to our website. Your continued use of any and all parts of our Service following the posting of any changes constitutes acceptance of those changes. You agree that it is your responsibility to check our website periodically for changes.

By agreeing to these Terms and Conditions, you represent that you are at least the age of majority and, if applicable, you have given us your consent to allow any of your minor dependents to use our Service.

You may not use our Service for any illegal or unauthorised purpose nor may you, in the use of the Service, violate any laws governing these Terms and Conditions and/or, where applicable, any laws within your own jurisdiction.

We reserve the right to refuse service to anyone for any reason at any time.

The headings or sub-headings used in these Terms and Conditions are included for convenience only and will not limit or otherwise affect these Terms and Conditions.

In these Terms and Conditions, unless the context requires a different interpretation, all singular words include plural ones and vice versa; the term 'including' does not exclude

anything not listed; all references to statutory provisions include any changes to those provisions; and all references to a person includes firms, companies, government entities, trusts and partnerships.

A breach or violation of any of these Terms and Conditions will result in an immediate termination of the Service.

EXCHANGE OF INFORMATION

We strive to make our website and any other type of our communication informative and factually correct offering reliable and unbiased information to the best of our knowledge. However, we are not responsible if information made available by us via our Service is not accurate, complete or current.

You understand that your content (including photos and other personal information you may provide, but not including payment card information), may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices.

You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Service, or access to the Service, without express written permission by us.

All rights in our Service are owned by us. Any use of our Service, including reproducing, copying or storing it in whole or part, other than for your own personal, non-commercial use, is prohibited without our permission.

You must not transmit any worms or viruses or any code of a destructive nature to our servers, website, or communications.

MODIFICATIONS TO THE SERVICE

Prices for our Service are subject to change without notice.

We reserve the right at any time to modify or discontinue the Service or any part thereof without notice.

We shall not be liable to you or to any third-party for any modification, price change, suspension or discontinuation of the Service or any individual part thereof.

ORDERS AND PAYMENT

Orders are placed by writing us an e-mail specifying the wanted product and quantity, your exact delivery address and phone number you want used by the delivery courier. All orders are subject to acceptance and availability. We will notify you by e-mail to confirm receipt of your order and to confirm details. For the avoidance of doubt, this correspondence does not constitute a contract between us. We will, via e-mail, offer you suitable delivery date. If you choose not to respond to that e-mail, we will send the order according to our e-mail. It is

your duty to be present, either personally or via an authorised representative, to sign for the parcel and, if applicable, place the contents on refrigeration upon arrival. If you respond to our e-mail, we will agree on a mutually suitable delivery date. If the goods you have ordered are not available from stock, we will contact you. You will have the option either to wait until the item is available or to cancel your order.

If your order contains a product that needs refrigeration, the goods will be packed in insulating and cooling materials. Delivery within the UK will be with next day courier service. If outside the UK, delivery will be with an international courier service. Agreements with suitable couriers are in place and given the necessity of cold-chain delivery and storage, delivery will be agreed on a case-by-case basis.

Delivery charges vary according to location and to the delivery needs specific to the type of goods ordered. This will be agreed on a case-by-case basis. It might not be possible for us to deliver to some locations.

We must receive payment of the whole of the price for the goods that you order before your order can be accepted. Payment of the price for the goods represents an offer on your part to purchase the goods, which will be accepted by us only when the goods are dispatched. Only at this point is a legally binding contract created between us.

We reserve the right to limit the sales of our Service to any person, geographic region, or jurisdiction. We may exercise this right on a case-by-case basis. We reserve the right to limit the quantities of any part of the Service that we offer.

We do not take card payments over our website. We kindly ask you to pay via bank transfer. In special circumstances we may offer you to pay by card. Card and other payment types are not processed through pages controlled by us. We use one or more online payment service providers who offer a secure payment gateway and will encrypt your card or bank account details in a secure environment.

We accept no liability if a delivery is delayed because you did not process your payment in time, including payment of local sales tax, import tax or similar duty imposed on you by law. If it is not possible to obtain full payment for the Service from you, we can refuse to process your order and/or suspend any further deliveries to you. This does not affect any other rights we may have.

We accept no liability if a delivery is delayed because customs clearance is delayed or upheld by your national customs or border authorities, including but not limited to random checks and/or inspections.

DELIVERY

We will deliver the goods to the address you specify for delivery in your order. It is important that this address is accurate. Please notice that the goods most likely need to be placed on refrigeration immediately upon delivery. You, therefore, need to arrange for a responsible person to be available to receive the parcel. We cannot accept any liability for any loss or

damage to the goods once delivery has been attempted in accordance with your delivery instructions (unless this is caused by our negligence). We will aim to deliver the goods by the date quoted for delivery but delivery times are not guaranteed and short delays can occur.

You will become the owner of the goods you have ordered when they have been attempted delivered to you.

RISK AND OWNERSHIP

Risk of damage to or loss of the goods passes to you at the first attempt of delivery to you. If you choose to use your own courier then the risk passes to you as soon as the goods are handed to your courier.

STORAGE

Once goods have been attempted delivered to you, they will be held at your own risk and we will not be liable for their loss or destruction. If the goods require refrigerated storage, you must keep them in the fridge between 2 and 10°C. You must return them to the fridge immediately upon every use. They should never be left outside the fridge for longer than absolutely necessary. They should never be exposed to direct sun light or placed next to a heat source. They should never be transported by you without proper refrigeration for the duration of the journey, independently of how short that journey may seem.

CANCELLATION AND RETURN

You can amend or cancel your order until 3 hours before it is dispatched from us.

After this time, you cannot return any goods you have ordered that are perishable and need cold chain delivery and storage. This is in line with the regulations and requirements we have the obligation to fulfil. Once the product has been out of our control, we would be unable to provide the original quality assurances on such a returned product.

SUPPORT

We may strive to support your use of our product in an optimal way. In our pursuit of such endeavour and for the purpose of providing the best individualised support, we may request you to send us, typically by e-mail, certain specified photos of your specific problem and/or medically relevant information about your situation. By sending information and/or photos, you automatically give us your permission and agree that we may, at any time, without restriction, use this information for scientific, educational, and informative purposes, unless you specifically and in writing request us not to. We will hold your identity confident to the extent possible and we will do our utmost to avoid you being identifiable through such use.

All the advice, that we offer, will be limited to the correct use of our products. By engaging with us, you automatically agree that any comments, that could be interpreted as outside the narrow scope of our product, are not to be interpreted as medical advice, and that reacting on them is done at your own risk and liability.

You may not use a false e-mail address, pretend to be someone other than yourself, submit false information or otherwise mislead us.

PERSONAL INFORMATION

We adhere to the Data Protection Act (GDPR) and are registered with the Information Commissioner's Office. We do not provide your personal information to third parties without your prior consent.

WARRANTIES AND LIABILITY

We do not warrant that the quality of any Service we provide will meet your expectations.

We try to ensure that our website and our means of digital communications are free from viruses or defects. However, we cannot guarantee that your use of our website or any websites accessible through it will not cause damage to your computer. It is your responsibility to ensure that the right equipment is available to use the website. We will not be liable to any person for any loss or damage which may arise to computer equipment as a result of using our website.

We have no obligation to update any information on our website. Furthermore, any links or references from our website or in our correspondence to materials from third-parties, including but not limited to third-party websites that are not affiliated with us are deemed not under our control. We are not responsible for examining or evaluating the content or accuracy and we do not warrant and will not have any liability or responsibility for any third-party materials or websites, or for any other materials, products, or services of third-parties.

We are only responsible for losses that are a natural, foreseeable consequence of our breach of these Terms and Conditions. We do not accept liability if we are prevented or delayed from complying with our obligations set out in these terms and conditions by anything you (or anyone acting with your express or implied authority) does or fails to do, or is due to events which are beyond our reasonable control.

You must observe and comply with all applicable regulations and legislation, including obtaining all necessary customs, import or other permits to purchase goods from us. The importation or exportation of certain of our goods to you may be prohibited by certain national laws. We make no representation and accept no liability in respect of the export or import of the goods you purchase.

Notwithstanding the foregoing, nothing in these Terms and Conditions is intended to limit any rights you might have as a consumer under the law governing these Terms and Conditions or other statutory rights that may not be excluded nor in any way to exclude or limit our liability to you.

You agree that you will not violate any right, including copyright, trademark, privacy, personality or other personal or proprietary right. You further agree that you will not provide or post information or comments containing untrue, libelous or otherwise unlawful, abusive

or obscene material about any third parties or about us or our Service either in correspondence or on the world-wide-web.

You may not modify, distribute or repost anything on our website for any purpose.

In addition to other prohibitions as set forth in these Terms and Conditions, you are prohibited from using our Service for any unlawful, obscene or immoral purpose; or to interfere with or circumvent any security features of the Service.

In no case shall Willingsford Ltd, our directors, officers, employees, affiliates, agents, contractors, interns, suppliers, service providers or licensors be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including without limitation, lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising from or related to your use of any part of our Service. Our liability, including for consequential or incidental damages, shall be limited to the maximum extent permitted by law.

You agree to indemnify, defend and hold harmless Willingsford Ltd and our parent, subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your breach of these Terms and Conditions, or your violation of any law or the rights of a third-party.

THIRD PARTY RIGHTS

The Contracts (Rights of Third Parties) Act 1999 does 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.

DURATION / TERMINATION

The obligations and liabilities, including outstanding payments, incurred by you prior to the termination date shall survive the termination of this agreement for all purposes.

These Terms and Conditions are effective unless and until terminated by either you or us. You may terminate these Terms of Service at any time by notifying us that you no longer wish to use our Service, or by ceasing to use our Service. You remain liable for all amounts due up to and including the date of termination

If in our sole judgement you fail, or we suspect that you have failed, to comply with any term or provision of these Terms and Conditions, we also may terminate this agreement at any time without notice and accordingly may deny you access to our Service (or any part thereof).

ENTIRE AGREEMENT

These Terms and Conditions constitute the entire agreement and understanding between you and us and govern your use of the Service, superseding any prior or contemporaneous agreements, communications and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of the Terms and Conditions).

INVALIDITY

Except in so far as the context otherwise requires, each provision of these Terms and Conditions shall be construed independently and if any provision of these Terms and Conditions is held by any court or other competent authority to be invalid or unenforceable in whole or in part, then the validity and enforceability of the remaining provisions shall not be affected. You also agree that the invalid or unenforceable clause shall be replaced with a valid, enforceable and legal clause preserving the aims and the spirit of the clause so replaced. Any ambiguities in the interpretation of these Terms and Conditions shall not be construed against us.

LAW, JURISDICTION, AND LANGUAGE

These Terms and Conditions and any separate agreements whereby we provide you any Service shall be governed by and construed in all respects in accordance with the laws of England. You agree that all disputes shall be subject to the sole jurisdiction of the courts of England and that English law and English language will apply. All submissions to the courts will be in English and in the English language.

DISPUTE RESOLUTION

Alternative dispute resolution is a process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. If you are not happy with how we have handled any complaint, you may submit the dispute for online resolution to the [European Commission Online Dispute Resolution](#) platform.

CONTACT INFORMATION

Questions about the Service or these Terms and Conditions should be sent to us at *contact @ willingsford .com*.

Last update: 2nd April 2025