

# LIFEPLUS WEBSITE TERMS AND CONDITIONS OF SALE

This page (together with the Privacy Notice, Cookies Policy and Website Terms of Use) tells you information about us and the legal terms and conditions ("Terms") on which we sell any of our products ("Products") listed on our website ("our site") to you. These Terms will also apply to all orders and Contracts for Products made with us via telephone.

These Terms will apply to any contract between us for the sale of Products to you ("Contract"). Please read these Terms carefully and make sure that you understand them, before ordering any Products from our site.

Please note that by ordering any of our Products, you agree to be bound by these Terms and the terms contained within and the other documents expressly referred herein.

You should print a copy of these Terms for future reference.

We amend these Terms from time to time as set out in clause 7. Every time you wish to order Products, please check these Terms to ensure you understand the terms which will apply at that time. These Terms were most recently updated in March 2019.

## 1. INFORMATION ABOUT US

1. We are Lifeplus Europe Limited ("we"), a company registered in England and Wales under company number 03231785 and with our registered office at Lifeplus House, Little End Road, Eaton Socon, St Neots, Cambridgeshire, PE19 8JH, England. Our main trading address is Lifeplus House, Little End Road, Eaton Socon, St Neots, Cambridgeshire, PE19 8JH, England. Our VAT number is GB 683911314. Fax number +44 (0) 1480 224611 and email address [info.eu@lifeplus.com](mailto:info.eu@lifeplus.com).
2. We operate the website [www.lifeplus.com](http://www.lifeplus.com)
3. To contact us, please see our [Contact Us](#) page.

## 2. OUR PRODUCTS

1. The images of the Products on our site are for illustrative purposes only. Although we have made every effort to display the colours and details accurately, we cannot guarantee that your computer's display of the colours and details accurately reflect the Products. Your Products may vary slightly from those images.
2. The packaging of the Products may vary from that shown on images on our site.

3. All Products shown on our site are subject to availability. We will inform you by email as soon as possible if the Product you have ordered is not available and we will not process your order if made.

### 3. USE OF OUR SITE

Your use of our site is governed by our [Terms of Use](#). Please take the time to read these, as they include important terms which apply to you.

### 4. HOW WE USE YOUR PERSONAL INFORMATION

We only use your personal information in accordance with our Privacy Notice and Cookies Policy. Please read these, as they include important terms which apply to you. For any other questions on how we use your personal information please contact [privacy@lifeplus.com](mailto:privacy@lifeplus.com)

### 5. CONSUMERS

1. You may only purchase Products from our site if you are at least 18 years old.
2. We intend to rely upon these Terms and our Privacy Notice, Cookies Policy and Terms of Use in relation to the Contract between you and us. We only accept responsibility for our statements and representations on our website and not for any statements made by third parties.
3. Nothing in these Terms affects your statutory rights. Those rights include your right to receive products which match their description, are of satisfactory quality and are reasonably fit for purpose.

### 6. HOW THE CONTRACT IS FORMED BETWEEN YOU AND US

1. To place an order on our site, you will need to go through the steps set out in our [How To Order From Us](#) page.
2. 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 stage of the order process.
3. After you place an order, you will receive an email from us acknowledging that we have received your order. However, please note that this does not mean that your order has been accepted. Our acceptance of your order will take place as described in clause 6.4.
4. We will confirm our acceptance to you by sending you an email that confirms that the Products have been dispatched ("Dispatch Confirmation"). The Contract between us will only be formed when we send you the Dispatch Confirmation.

5. If we are unable to supply you with a Product, for example because that Product is no longer available or because of an error in the price on our site as referred to in clause 12.5, we will inform you of this and we will not process your order. If you have already paid for the Products, we will refund you the full amount as soon as possible.

## 7. OUR RIGHT TO VARY THESE TERMS

1. We reserve the right to revise these Terms at any time.
2. Revisions will only be made when necessary to comply with a change in relevant laws or regulatory requirements, or to facilitate a change in business process or procedure.
3. Every time you order Products from us, the Terms in force at that time will apply to the Contract between you and us.
4. Whenever we revise these Terms in accordance with this clause 7, we will keep you informed and give you notice of this by stating that these Terms have been amended and amending the relevant date at the top of this page.

## 8. YOUR CANCELLATION AND REFUND RIGHTS

1. Lifeplus offers a thirty day money back guarantee on all its products. If for any reason you are not satisfied with the Products, you may cancel your Contract or ASAP Agreement by giving us notice within 30 days from the day of receiving the Products, such notice shall be given in accordance with clause 8.2. This means that during the relevant period if you change your mind or for any other reason you decide you do not want to keep a Product, you can notify us of your decision to cancel the Contract or ASAP Agreement and receive a refund ("Cancellation and Refund Rights"). This guarantee applies only to the Lifeplus product range that is sold by Lifeplus within the United Kingdom. Products cannot be accepted for refund or exchange outside of the 30 day limit unless the Products are found to be faulty. This does not affect your statutory rights.
2. To cancel a Contract or ASAP Agreement, you may contact us in writing by sending an email to [info.eu@lifeplus.com](mailto:info.eu@lifeplus.com) or by sending a letter to Lifeplus Europe Limited, Lifeplus House, Little End Road, Eaton Socon, St Neots, Cambridgeshire, PE19 8JH, England or by contacting our Customer Services telephone line or by using the attached [cancellation form](#) . You may wish to keep a copy of your cancellation notification for your own records. If you send us your cancellation notice by e-mail or by post, then your cancellation is effective from the date you sent us the e-mail or posted the letter to us.
3. If you cancel the Contract within 14 days after receipt of the Products and follow the procedures set out in clause 8.2, you will

- receive a full refund of the price you paid for the Products and the delivery costs in sending the Products to you (except for any supplementary delivery costs if you chose a delivery method which was more expensive than our standard delivery cost).
4. If you cancel the Contract more than 14 days after receipt of the Products but before 30 days have elapsed from you receiving the Products and follow the procedures set out in clause 8.2, you will receive a full refund of the price you paid for the Products. However, you will not obtain a refund of the delivery costs incurred by Lifepus in sending the Products to you in the first place.
  5. Whether you cancel within 14 days after receipt of the Products or more than 14 days after receipt of the Products you will be responsible for your costs in returning the Products back to us and we will not refund you such return delivery costs. You have the legal obligation to take reasonable care of the Products while they are in your possession.
  6. If you cancel the Contract you must return the Products to us within 14 days from the date of your cancellation notice.
  7. If you reject the Products for any reason other than damage to or defect in the Products, you must pay the cost of returning the Products to us and you will be responsible for their safety during transportation. If you reject the Products because they are damaged or faulty, we will cover the cost of the return of the Products to us.
  8. If the products are returned by you for any reason other than damage to or a defect in the products and they have suffered any reduction in value as a result of handling beyond what is necessary to establish the nature, characteristics and functioning of the products then you will be charged for that diminution in value and that charge will be deducted from your refund. We will process the refund due to you as soon as possible and, in any case, within 14 (fourteen) calendar days of the day of receiving the returned Products. We may withhold your refund until we have received the Products back or you have supplied evidence of having sent back the Products.
  9. Returned Products must be received by our Customer Service Returns Department in the original packaging accompanied with the original proof of purchase. The returns address is located on your original invoice. Please contact us before sending your returns. Our Customer Care Team will guide you through our Cancellation and Refund Rights.
  10. Refunds will be applied to your original method of payment where possible, no refunds will be made in cash. In the event that you pay us via a bank transfer, you will be refunded to a credit card/Iban of your choice.

11. Details of your legal right to cancel and an explanation of how to exercise are included in this clause 8 and the cancellation form can be found [here](#) and is also provided in the Dispatch Confirmation email.
12. As a consumer, you will always have legal rights in relation to Products that are faulty or not as described. These legal rights are not affected by the returns policy in this clause 8 or these Terms.
13. If you do not wish to receive the next months' batch of Products relating to your ASAP contract please ensure that you cancel the ASAP Agreement at least 3 working days before the due dispatch date. If the Products have already been delivered to you, you will be able to obtain a refund on the Products delivered in accordance with clause 8. Please ensure that you time your cancellation properly to ensure that you do not receive any unwanted goods.

## 9. OUR CANCELLATION RIGHTS

1. If we have to cancel an order for Products before the goods are delivered:
  1. we may have to cancel an order before the Products are delivered, due to an Event Outside Our Control (see clause 15) or the unavailability of stock. We will promptly contact you if this happens; and
  2. if we have to cancel an order under clause 9.1.1 and you have made any payment in advance for Products that have not been delivered to you, we will refund these amounts to you.

## 10. DELIVERY

1. We aim to fulfil your order by the estimated delivery date set out in the Dispatch Confirmation, unless there is an Event Outside Our Control. In any event we will deliver the Products within 30 days of your order.
2. Delivery will be completed when we deliver the Products to the address you gave us.
3. In the event that we incur extra delivery or storage charges because no one is available at your address to take delivery, you will be expected to pay for such charges.
4. The Products will be your responsibility from the completion of delivery.
5. For the avoidance of doubt, you own the Products once we have received payment in full, including all applicable delivery charges.

## 11. INTERNATIONAL DELIVERY

1. If you order Products from our site for delivery to a destination outside the United Kingdom, your order may be subject to import duties and taxes which are applied when the delivery reaches that destination. Please note that we have no control over these charges and we cannot predict their amount.
2. You will be responsible for payment of any such import duties and taxes. Please contact your local customs office for further information before placing your order.
3. You must comply with all applicable laws and regulations of the country for which the Products are destined. We will not be liable or responsible if you break any such law.

## 12. PRICE OF PRODUCTS AND DELIVERY CHARGES

1. The prices of the Products will be as quoted on our site from time to time. We take all reasonable care to ensure that the prices of Products are correct at the time when the relevant information was entered onto the system. However if we discover an error in the price of Product(s) you ordered, we will follow the procedure set out in clause 12.5.
2. Prices for our Products may change from time to time, but changes will not affect any order where we have sent out a Dispatch Confirmation.
3. The price of a Product includes VAT or equivalent local sales tax where applicable at the applicable current rate. However, if the rate of VAT or local sales tax changes between the date of your order and the date of delivery, we will adjust the VAT or local sales tax you pay, unless you have already paid for the Products in full before the change in VAT or local sales tax takes effect.
4. The price of a Product does not include delivery charges. Our delivery charges are as quoted on our site from time to time. To check relevant delivery charges, please refer to our delivery charges page.
5. Our site contains a large number of Products. It is always possible that, despite our reasonable efforts, some of the Products on our site may be incorrectly priced. If we discover an error in the price of the Products you have ordered we will inform you to let you know of this error and we will give you the option of continuing to purchase the Product at the correct price or cancelling your order. We will not process your order until we have your instructions. If we are unable to contact you using the contact details you provided during the order process, we will treat the order as cancelled and notify you in writing. Please note that if the pricing error is obvious and unmistakable and could have reasonably been recognised by you as a mispricing, we do

not have to provide the Products to you at the incorrect (lower) price.

### 13. HOW TO PAY

1. Payment for the Products and all applicable delivery charges shall be made in advance.
2. You can only pay for Products that you place an order for by distance means (i.e. on-line or by telephone), by supplying your credit or debit card details. We accept the following card types: VISA, Mastercard, AMEX and Maestro. In the case of on-line orders you supply these details in the secure on-line order form. In the case of telephone orders, you supply these details to a member of our Customer Services team. We regret that we cannot accept cheques, gift vouchers or cash as payment on-line or by telephone. Receipt of your credit card details and debit of payments does not constitute our acceptance of your order. Acceptance of your order occurs in the case of on-line orders when we send you the Dispatch Confirmation email or in the case of telephone orders at the point we dispatch the items (see How the Contract is Formed Between You and Us [Section above](#)). You are responsible for ensuring the email address and other contact details you provide to us are correct. We will not be responsible if you do not receive the Dispatch Confirmation email or other confirmation from us where the details you have supplied are incorrect or in the event of communication system failures outside our control.
3. Please note that we cannot guarantee the security of data which you send us by email. Accordingly please do not send us payment information via email. For details of the security measures we employ and how we treat your personal information please read our Privacy Notice.
4. Unless we are fraudulent or negligent we will not be liable to you for any losses caused as a result of unauthorised access to the personal and transactional information you provide us when placing an order.

### 14. OUR LIABILITY TO YOU

1. If we fail to comply with these Terms, we are responsible for the loss or damage you suffer that is a foreseeable result of our breach of these Terms or our negligence, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if they were an obvious consequence of our breach or if they were contemplated by you and us at the time we entered into the Contract.
2. We only supply the Products for domestic and private use. You agree not to use the product for any commercial, business or re-

sale purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

3. We do not in any way exclude or limit our liability for:
  1. death or personal injury caused by our negligence;
  2. any breach of the terms implied by section 17 of the Consumer Rights Act 2015 (title and quiet possession);
  3. any breach of the terms implied by section 9 to 11 of the Consumer Rights Act 2015 (satisfactory quality, fitness for purpose and description); and
  4. defective products under the Consumer Protection Act 1987.

#### 15. EVENTS OUTSIDE OUR CONTROL

1. We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by an Event Outside Our Control. An Event Outside Our Control is defined in clause 15.2.
2. An "Event Outside Our Control" means any act or event beyond our reasonable control, included but not limited to, strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks or impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport.
3. If an Event Outside Our Control takes place that affects the performance of our obligations under a Contract:
  1. we will contact you as soon as reasonably possible to notify you; and
  2. our obligations under a Contract will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control. Where the Event Outside Our Control affects our delivery of Products to you, we will arrange a new delivery date with you after the Event Outside Our Control is over.

#### 16. COMMUNICATIONS BETWEEN US

1. When we refer, in these Terms, to "in writing", this will include email.
2. If you wish to contact us in writing, or if any clause in these Terms requires you to give us notice in writing, you can send this to us by email or by post to Lifeplus Europe Limited, Lifeplus House, Little End Road, Eaton Socon, St Neots, Cambridgeshire,



PE19 8JH, England and/or info.eu@lifeplus.com. We will confirm receipt of this by contacting you in writing, normally by email.

3. If we have to contact you or give you notice in writing, we will do so by email or by pre-paid post to the address you provide to us in your order.
4. Please note that any notice given by you to us, or by us to you, will be deemed received and properly served immediately when posted on our website, or 24 (twenty four) hours after an email is sent, or 4 (four) days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an email, that such email was sent to the specified email address of the addressee.

## 17. OTHER IMPORTANT TERMS

1. We may transfer our rights and obligations under a Contract to another organisation, but this will not affect your rights or our obligations under these Terms. We will always notify you by posting on this webpage if this happens.
2. You may only transfer your rights or your obligations under these Terms to another person if we agree in writing.
3. This contract is between you and us. No other person shall have any rights to enforce any of its terms, whether under the Contracts (Rights of Third Parties Act) 1999 or otherwise.
4. Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.
5. If we fail to insist that you perform any of your obligations under these Terms, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.
6. Please note that these Terms are governed by English law. This means a Contract for the purchase of Products through our site and any dispute or claim arising out of or in connection with it will be governed by English law. You and we both irrevocably agree that the courts of England and Wales will have exclusive jurisdiction. However, if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are resident of Scotland, you may also bring proceedings in Scotland.

If you are not totally satisfied with your purchase, please contact us. If we cannot resolve the issue, any consumer who is still not satisfied may wish to access an ADR provider (an out-of-court handling service). Lifeplus does not agree to its consumer complaints being handled by ADR providers which can be accessed via the EU Online Dispute Resolution (ODR) platform: <http://ec.europa.eu/consumers/odr/>. Instead, the Direct Selling Association (the DSA) offers an out-of-court dispute handling service which is specific to direct selling companies such as Lifeplus.

Lifeplus Europe Limited is a member of the UK Direct Selling Association (the "DSA") and requires its Associates to comply with the DSA Codes of Practice. In the unlikely event that you have any concerns in relation to the supply of goods detailed above or the conduct of the Sponsor, which cannot be resolved either by the Sponsor or Lifeplus Europe Limited, you may contact the DSA (at Unit 14, Mobbs Miller House, Christchurch Road, Northampton NN1 5LL, England, Tel: +44 (0)1604 625700; [dsaoffice@dsa.org.uk](mailto:dsaoffice@dsa.org.uk)) which administers a Dispute Resolution Procedure in relation to such matters.