

TERMS & CONDITIONS OF TRADING (22/02/2019) - EUPHORIA LIFESTYLE LTD**1. DEFINITIONS** In these terms and conditions:-

"the Company" means Euphoria Lifestyle Ltd. (registered in England with No 5773059)
 "the Company" also operates under the trading styles: Euphoria Outdoor Leisure and Euphoria Home Control, both of which are covered under these terms and conditions
 "the Customer" means the person, firm or company who enters into a Contract with the Company
 "Goods" means the goods sold to the Customer by the Company.
 "Contract" means the contract for the sale and purchase of Goods made between the Company and the Customer to which these terms and conditions apply.
 "Writing" includes telex, cable, facsimile and comparable means of electronic communication.

2. FORM OF CONTRACT

2.1 The following are the only terms and conditions on which the Company trades and all offers, quotations, orders, acknowledgements of orders and every contract between the Company and the Customer shall be subject hereto.

2.2 The Company shall sell and the Customer shall purchase the Goods in accordance with any quotation of the Company which is accepted by the Customer or any order of the Customer which is accepted by the Company subject always (in either case) to these terms and conditions.

2.3 No variation to these terms and conditions shall bind the Company unless the same is agreed in writing by authorised representatives of the Company and the customer.

3. PRICE

3.1 Subject always to Clause 3.3 below the price payable for Goods shall (unless otherwise stated by the Company in writing and signed by an authorised official on its behalf) be either (i) the price agreed with the Customer and noted by the Company in its quotation or acknowledgement of order, or (ii) (if no price is agreed) the list price of the Company current at the date of delivery of Goods.

3.2 All prices are inclusive of VAT and if chargeable this will have been charged at the appropriate rate ruling at the date of delivery of Goods.

3.3 The Company at all times reserves the right to revise any price(s) of Goods to take account of any increases in costs to the Company due to factors beyond the control of the Company including (but not limited to) foreign exchange fluctuations / alteration of duties/increases in costs of labour and/or materials and/or transport and the Customer shall pay such revised price as if it were payable under Clause 3.1 hereof.

4. PAYMENT

4.1 All accounts rendered by the Company shall be paid without retention no later than 7 days in advance of the date of delivery (unless otherwise agreed) and time for payment shall be of the essence.

4.2 Notwithstanding clause 4.1 the right to demand payment at any time is reserved. The Company further reserves the right to reduce or withdraw credit facilities at any time.

4.3 Any instances where goods are delivered and not commissioned by the Company on the same day, the Customer may retain 10% of the final balance due. This balance is then payable on the day of commissioning. The maximum time period between delivery and commissioning is 4 weeks from date of delivery, at which point the final payment falls due in full.

4.4 The Customer shall not without the prior written agreement of the Company be entitled to deduct or set off from any money or monies for the time being due to the Company any claim for loss or expense alleged to have been incurred by the Customer by reason of any breach or failure to observe the provisions of the Contract between the Customer and the Company.

4.5 Without prejudice to any other right or remedy available to the Company, interest shall be payable on all overdue accounts at the rate of 4% per annum above the base rate of the time being of HSBC Bank Plc to run from the due date for payment until receipt by the Company of the full amount whether or not after judgement.

5. CANCELLATION/MATERIAL VARIATION

No Contract between the Company and the Customer may be cancelled or materially varied by the Customer without prior consent in writing of the Company.

6. RISK AND TITLE

6.1 The risk in Goods shall pass to the Customer as follows:

6.1.1 Where the Company delivers Goods or causes Goods to be delivered to the Customer or to the Customer's order then as from their arrival at the point where they are to be unloaded; or
 6.1.2 Where the Customer collects Goods or causes Goods to be collected then as from the point where they are collected (provided that when Goods are loaded onto vehicles loading shall be the responsibility of and at the risk of the Customer)

6.2 Title to Goods shall not pass to the Customer until all amounts for the time being due and owing from the Customer are received in full by the Company (whether for the Goods or under any other Contract made between the Company and the Customer) and until such time both the legal and beneficial ownership in goods shall remain with the Company.

6.3 For so long as the Customer remains in possession of any Goods whilst title thereto remains with the Company:-

6.3.1 The Customer shall be fiduciary Agent and bailee of such Goods for the Company; and
 6.3.2 The customer hereby grants to the Company an irrevocable right and licence to enter upon any part of its premises to repossess any such Goods.

6.3.3 If the Customer shall re-sell any such Goods (or any product made therefrom):
 6.3.3.1 The Customer shall hold the proceeds of sale thereof (or any debt due to the Customer representing the same) upon trust for the Company; and
 6.3.3.2 The Customer shall not permit such proceeds of sale to be mingled with its own monies
 6.3.3.3 Any such debt due to the Customer which is subject to such trust shall upon demand be assigned by the Customer to the Company together with all such other rights (if any) as the Customer may have against its debtor for recovery of the same.

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7. TIME OF DELIVERY

7.1 Any delivery date or dates given by the Company for delivery of Goods are approximate only, and are not of any contractual effect.

7.2 The Company reserves its right to withhold delivery of any Goods to the Customer in the event that the effect of such delivery would be to increase the indebtedness of the Customer to the Company in excess of the Customer's credit limit with the Company.

8. QUALITY/QUANTITY/DESCRIPTION

The quantity quality-and description of the Goods shall be as set out in the Company's quotation (if accepted by the Customer) or in the Customer's order (if accepted by the Company) provided always that if any Goods are expressed to be of foreign origin they shall be sold by the Company subject to any usual limitations on the standard of manufacture of such country of origin.

9. LIABILITY

9.1 No Claim by the Customer against the Company for damaged or defective Goods or for any other breach of legal obligation or duty can be considered by the Company unless:
 9.1.1 Where damage defect or other breach of obligation or duty is apparent on inspection, a claim in Writing is received by the Company within 7 days of delivery of the Goods: or

9.1.2 Where the damage defect or other breach of obligation or duty is not apparent on inspection, a claim in Writing is received by the Company, within 14 days of delivery of Goods. And in either event the Company reserves the right to supply replacement Goods to the Customer free of charge in full and final satisfaction of the Customer's claim.

9.2 Without prejudice to the generality of Clauses 9.1 above:-

9.2.1 The Company shall not be liable to the Customer or to any third party for any consequential loss or damage, howsoever caused (even if such loss was reasonably foreseeable or the Company had been advised of the possibility of the Customer incurring the same); and

9.2.2 In the event of the Company incurring any liability whatsoever in respect of any Contract made subject to these terms and conditions, then the Company's liability shall not in any circumstances exceed the price agreed with the Customer or otherwise payable under Clause 3 above, and

9.2.3 The Company shall not incur any liability whatsoever in respect of any Goods once such Goods have in any manner been treated or dealt with or altered following delivery by the Company to the Customer.

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FORCE MAJEURE

The Company will make every effort to perform the Contract but shall not be liable for any loss or damage caused by non performance or by delay in the performance of any of its obligations to the customer due to act of God, war, act of terror, civil disturbance, government action, strike, lock-out or trade dispute (whether involving its own employees or those of any other person) difficulties in obtaining materials, breakdown in machinery, fire, or accident or any other causes whatsoever beyond the reasonable control of the Company. Should any such event occur, the Company reserves the right to cancel or suspend all or any part of the Contract with the Customer, without incurring any liability for any loss of damage thereby occasioned.

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GENERAL

These Terms and Conditions are considered reasonable by the parties but in any event that any limitation or provision contained herein be held by a Court of competent jurisdiction to be invalid by reference to the Unfair Contract Terms Act 1977 it shall to that extent be deemed omitted.

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MISCELLANEOUS

12.1

Any reference in these Terms and Conditions to any provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.

12.2

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

12.3

The failure by the Company to exercise or enforce any rights conferred by the Contract shall not be deemed to be a waiver of any such right nor to operate so as to bar the exercise or enforcement thereof at any time or times thereafter.

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GOVERNING LAW

Any Contract which is made subject to these Terms and Conditions shall be subject to and construed in accordance with English Law. All parties hereby irrevocably submit to the jurisdiction of the English Courts.

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ADVICE

Advice given by staff of Euphoria Lifestyle on health issues is only advice and given in good faith. If you suffer from any medical conditions, we advise you to see a medical professional. Euphoria Lifestyle does not accept any responsibility for any health difficulties that may arise from not consulting a medical professional for your condition. The use of Hydrotherapy in all forms should be done in conjunction with treatment from your doctor and not as the only form of treatment. Complementary Therapies are not intended to replace traditional medical diagnoses, treatment or care. Use of the word 'healing' does not imply a cure. If you are receiving any medical treatment or medication, or if you are or may be pregnant please ensure that your doctor or health adviser is aware of you using hydrotherapy.

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RETURNS POLICY

You may cancel your order by giving us notice of cancellation within 7 days after the date of delivery, exclusion's to this policy are above ground pools, spas, D.I.Y Pool Kits, & sauna, these will incur a 30% - 50% restocking charge. Such notice may be given by mailing, faxing or emailing to the number or address set out on the order form. If you are cancelling because of any problem with the goods, please notify us of the problem at the time of cancellation. All deposits processed for all special order goods will also be non-refundable, and you may be required to pay a further cancellation charge, if your deposit does not equal the restocking charges.

Should you require any further information, please email hello@euphoria-lifestyle.co.uk where we will respond to your request quickly. At our discretion we may accept goods returned to use unwanted outside of the 7 days, but no more than 28 days from the date of purchase, but these goods will be subject to a 50% - 75% restocking charge, subject to the condition of the returned goods.

On cancellation, you must return the goods to us at your cost, the goods should be returned with the original packing in good condition to avoid the goods being damaged on their return journey. If the goods are being returned because they are faulty, incorrect goods or because of unsuitable substitution by us, in which case we will meet the cost of return but we ask that you allow us to nominate the carrier, and all warranty decisions will be issued by the manufacturer/UK importer, before any warranty refunds can be validated & processed if you have notified us of a problem with the goods, we will (at your option) either make good any shortage or non-delivery; replace or repair any goods that are damaged or defective upon delivery; or refund to you the amount paid by you for the goods in question. We will not be liable to you for any loss of profits, administrative inconvenience, disappointment, indirect or consequential loss or damage arising out of any problem in relation to the goods and we shall have no liability to pay any money to you by way of compensation other than any refund we make under these conditions. This does not affect your statutory rights as a consumer, nor is it intended to exclude our liability to you for fraudulent misrepresentation or for death or personal injury resulting from our negligence. We operate a Trading Standards policy for these terms and conditions. Should you require any clarification on your Consumer rights, please visit www.tradingstandards.gov.uk

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DATA PROTECTION As part of the sales agreement the buyer allows Euphoria Lifestyle Ltd as part of our ordering and delivery process to supply the buyers address and telephone number to selected and fully audited third party businesses to assist in delivering and installing your spa. Your details will also be shared with the relevant product manufacturer in order to register & manage your Warranty. Customers details will not be supplied to any other third party. Euphoria Lifestyle Limited is GDPR compliant and we always treat your personal data with the utmost care and respect and we will NEVER sell your data.