

EUPHORIA LIFESTYLE LIMITED - STANDARD PRODUCT TERMS AND CONDITIONS

The Customers particular attention shall be drawn to the following clauses: clause 4.5 (advice), clause 7.2 (installation Services), clause 7.3 (your pre-order requirements), clause 7.4 (your pre installation requirements), clause 7.7. (disposal of packaging and existing materials), clause 12 (your rights to end the contract) clause 14 (our rights to end the contract) and clause 16 (our responsibility for loss or damage suffered by you).

1. DEFINITIONS.

1.1 The following definitions shall apply in these Terms and Conditions:

Business Days	A day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.
Delivery Charge	The charge for delivering the Product(s) as detailed in the Order.
Delivery Location	The location at which the Products will be delivered (and installed where applicable) as detailed in the Order.
Handover Pack	The handover pack we provide to you which shall include but shall not be limited to operating instructions in relation to the Products, owner manual and warranty documentation and other usage literature in relation to such Products, as updated from time to time.
Installation Services	The installation services we provide in relation to Products, as detailed in the Order.
Order	Your order for the Products and Installation Services.
Pre-installation Requirements	The pre-installation requirements set out in the Welcome Pack, relating to the preparation of the area where the Products are to be installed, including access to such areas and connection of all and any required utilities to be connected to the Products as part of the Installation Services.
Products	The products detailed in the Order.
Quote	The quotation we provide to you for the Products and Installation Services.
Welcome Pack	The welcome pack provided to you at the point an Order is confirmed, which also details your pre-installation requirements.

2. INFORMATION ABOUT US AND HOW TO CONTACT US

2.1 **Who we are.** We are Euphoria Lifestyle Limited, a company registered in England and Wales. Our company registration number is 05773059 and our registered office is at Delta House C/O Cja Accounting Limited, 16 Bridge Road, Haywards Heath, United Kingdom, RH16 1UA. Our registered VAT number is GB 879 9713 42.

2.2 **How we may contact you.** If we have to contact you we will do so by telephone or by writing to you at the email address or postal address detailed in the Order.

2.3 **"Writing" includes emails.** When we use the words "writing" or "written" in these terms, this includes emails.

3. OUR CONTRACT WITH YOU

3.1 **Quotations.** We may provide you with a Quote for Products and/or Installation Services. Any Quote we provide shall not constitute an offer and shall only be valid for a period of 10 Business Days from its date of issue unless specified otherwise in the Quote.

3.2 **How we will accept your Order.** Where you agree to a Quote or provide us with an Order (each an **Order**), this will amount to an offer by you to purchase Products and/or Installation Services from us. Our acceptance of your Order will take place when we email you to confirm acceptance, at which point a contract will come into existence between you and us.

3.3 **If we cannot accept your Order.** If we are unable to accept your Order, we will inform you of this and will not charge you. This might be for a number of reasons, for example because a Product is out of stock, because of unexpected limits on our resources which we could not reasonably plan for or because we have identified an error in a price or description of the Product.

3.4 **Incorporation of these Terms and Conditions.** These Terms and Conditions and the Order together form the contract between you and us for the provision of the Products and Installation Services to you.

3.5 **Conflict.** In the event of a conflict between these Terms and Conditions and the provisions within the Order, those in the Order shall prevail.

- 3.6 **Variation.** No variation of these Terms and Conditions shall be binding on you or us, unless there has been agreement in writing from both of you and us.
- 3.7 **We only sell Products to customers in Great Britain.** We only accept orders from and deliver to addresses in Great Britain. Unfortunately, we do not accept orders from or deliver to addresses outside of Great Britain.
- 3.8 **Age Restriction.** You must be at least 18 years old to purchase the Products from our website.
- 4. PRODUCTS**
- 4.1 **Products may vary slightly from their pictures.** The images of the Products on our website, brochures and other marketing literature are for illustrative purposes only. They shall not form part of the contract nor have any contractual force.
- 4.2 **Products.** The Products to be purchased together with their description will be detailed in the Order.
- 4.3 **Use of Products.** The Products are sold for personal use, either by yourself or by your intended recipient(s) of the Products. You are not permitted to purchase Products for commercial use and we reserve the right to decline any Order that we have reasonable cause to believe is for onward sale other than through distribution channels approved by us.
- 4.4 **Chemical and other Hazardous Products.** Some of the Products may be chemicals or other hazardous products. Where required, we will ensure that such Products are appropriately packaged and provide to you all safety data sheets in relation to such Products together with any safety or storage requirements. You agree, that where you purchase chemicals or other hazardous Products from us, you will ensure you comply with all applicable legislation in relation to hazardous products.
- 4.5 **Advice.** Our Welcome Pack and Handover Pack will include information and instructions in relation to use of Products, but shall not, for the avoidance of doubt, include any medical advice. Our staff are also not permitted to provide medical advice in relation to use of the Products, therefore where required you should seek your own professional medical advice in relation to use of the Products.
- 4.6 **We are not responsible for delays outside our control.** If our supply of the Products is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take 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.
- 4.7 **Aftercare services.** Other than assistance in relation to your Product Guarantee(s), these Terms and Conditions do not relate to or include any aftercare services or support in relation to the Products. Where such aftercare support is requested we will contract with you separately as applicable.
- 5. DELIVERY**
- 5.1 **When we will provide the Products.** We will contact you to agree a delivery date for the Products, an estimate for which will be detailed in your Order (**Delivery Date**). Unless we agree otherwise with you, the Installation Services shall be provided on the Delivery Date.
- 5.2 **Delivery Location.** We will deliver the Products and provide the Installation Services at the Delivery Location, provided you have completed the Pre-installation Requirements.
- 5.3 **If you do not re-arrange delivery.** If, after a failed delivery to you, you do not re-arrange delivery we will contact you for further instructions and may charge you for storage costs and costs incurred as a result of Installation Services having not been provided 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 clause 14.2 will apply.
- 5.4 **Rights if we suspend the supply of Installation Services.** Where we are unable to provide the Installation Services on the Delivery Date we will contact you to rearrange. Where we are unable to provide the Installation Services as a result of clauses 5.8.4, 5.8.5, 5.8.6 and 5.8.7, we reserve the right to make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result.
- 5.5 **Your legal rights if we deliver the Products late or fail to provide the Installation Services.** Under English law you have legal rights if we deliver any Products late (being later than 30 days or such other time period agreed between you and us) or if we fail to provide the Installation Services. If we miss the Delivery Date for any Products or the agreed date for the Installation Services (where this is not due to your default) then you may treat the contract as at an end straight away if any of the following apply:
- 5.5.1 we have refused to deliver the Products or provide the Installation Services (unless where this is due to your default);
- 5.5.2 delivery on the Delivery Date was essential (taking into account all the relevant circumstances); or
- 5.5.3 you told us before we accepted your Order that delivery within by the Delivery Date was essential.
- 5.6 **Setting a new deadline for delivery.** If you do not wish to treat the contract as at an end, or do not have the right to do so, you can give us a new deadline for delivery, which must be reasonable, and you can treat the contract as at an end if we do not meet the new deadline.

- 5.7 **Ending the contract for late delivery.** If you do choose to treat the contract as at an end for late delivery under clause 5.55.6, you can cancel your Order for the Products. If you wish, you can reject or cancel the Order for some of those Products (not all of them), unless splitting them up would significantly reduce their value. After that we will refund any sums you have paid to us for the cancelled Products and the Delivery Charge.
- 5.8 **Reasons we may suspend the supply of Products or Installation Services.** We may have to suspend the supply of a Product or the provision of the Installation Services:
- 5.8.1 to deal with technical problems or make minor technical changes;
- 5.8.2 to update the Product to reflect changes in relevant laws and regulatory requirements;
- 5.8.3 to make changes to the Product as requested by you or notified by us to you (see clause 0);
- 5.8.4 if no one is available at the Delivery Location at the agreed time of the Installation Services to permit access;
- 5.8.5 if we become aware that a Product cannot be installed due to your failure to comply with your obligations in clauses 7.4;
- 5.8.6 where we have not received payment of the Charges due by the Delivery Date;
- 5.8.7 where we are unable to attend the Delivery Location due to a health and safety concern;
- 5.8.8 where there are events outside of our control which prevent the delivery of the Product or the provision of the Installation Services.
6. **RISK AND TITLE**
- 6.1 **When you become responsible for the Products.** A Product will be your responsibility from the time we deliver the Product to the Delivery Location.
- 6.2 **When you own Products.** You own a Product once we have received payment in full and cleared funds of the Charges.
7. **INSTALLATION SERVICES**
- 7.1 **Installation.** Some of the Products we sell require installation. Where indicated in an Order we will provide the Installation Services in respect of a Product.
- 7.2 **Installation Services.** Unless an Order states otherwise, Installation Services shall relate to the installation of a Product only. Installation Services shall not include:
- 7.2.1 the preparation of the base at the Delivery Location;
- 7.2.2 ensuring the appropriate electrical supply;
- 7.2.3 preparation of the Delivery Location;
- 7.2.4 crane hire or HIAB costs (if required); or
- 7.2.5 any other Pre-installation Requirements detailed in a Welcome Pack.
- 7.3 **Your pre-order requirements.** During the Order process you will:
- 7.3.1 provide us with all required information, including but not limited to any measurements we request; and
- 7.3.2 provide us with an access video and/or photographs (as further detailed in the Welcome Pack).
- 7.4 **Your pre-installation Requirements.** Prior to the Delivery Date, you shall:
- 7.4.1 be required to comply with the Pre-installation Requirements detailed in the Welcome Pack;
- 7.4.2 prepare the site at the Delivery Location where the Product is to be installed;
- 7.4.3 ensure we have free, safe, clear and uninterrupted access to the Delivery Location during the provision of the Installation Services;
- 7.4.4 notify us of any health and safety matters which may prevent or otherwise impact the provision of the Installation Services;
- 7.4.5 ensure there is someone in attendance at the Delivery Location on the Delivery Date to receive the relevant information in relation to use of the Product;
- 7.4.6 ensure we have access to all facilities required to enable the Installation Services to take place (including but not limited to light and power) and ensure that any utilities which need to be turned off or otherwise accessed during the provision of the Installation Services can be. We will not be liable for any loss or inconvenience you suffer as a result of such utilities being turned off.
- 7.5 **Failure to provide the pre-order and/or Pre-installation Requirements.** You confirm that all information you provide to us in accordance with clauses 7.3 and 7.4 is true accurate and not misleading. If you do not provide the pre-order or pre-installation information required or do not complete your Pre-installation Requirements in clause 7.4 above, we may not be able to provide the Installation Services to you or this may result in us charging you additional costs incurred by us as a result.
- 7.6 **Changes.** You shall notify us of any changes in relation to the Delivery Location, access to the Delivery Location, or the pre-order or pre-installation information collected which take place prior to the provision of the Installation Services.
- 7.7 **Disposal of packaging and existing materials.** You agree to be responsible for the disposal of all packaging in respect of the Product together with any existing products and materials which are required to be removed prior to the Installation Services.

- 7.8 **Reasonable care and skill.** We will provide the Installation Services with reasonable care and skill.
- 7.9 **Installation date.** The Installation Services shall be provided on the Delivery Date unless otherwise agreed. The estimated completion of the Installation Services is told to you during the order process.
- 7.10 **Delays.** In the event the Installation Services are delayed or take longer than anticipated due to your failure to adhere to the pre-installation requirements, this may result in us charging you additional costs incurred by us as a result.
- 7.11 **Installation Charges.** The price for Installation Services shall be set out in the Order and is in addition to the price of the Product.
- 7.12 **If you do not allow us access to provide Installation Services.** If you do not allow us access to the Delivery Location to perform the Installation Services as arranged (and you do not have a good reason for this) we may charge you additional costs incurred by us as a result. If, despite our reasonable efforts, we are unable to contact you or re-arrange access to the Delivery Location we may end the contract and clause 14.2 will apply.
- 7.13 **Completion of Installation Services.** Upon the completion of the Installation Services, we will provide you with confirmation that the Installation Services have been completed. We will also provide you a Handover Pack. You agree to us taking photos and a short video of the installed Product.

8. PRODUCT GUARANTEE

- 8.1 **Product guarantee.** For some of the Products we will provide a product warranty, which for the purpose of these terms is known as a 'product guarantee'. Unless stated otherwise, product guarantees start from the date of delivery of the Product(s). Details and particulars of the product guarantee will be detailed in the Handover Pack. You should read the product guarantee and particular attention should be drawn to the product guarantee exclusions. The product guarantee does not affect your statutory rights in relation to faulty or misdescribed product.
- 8.2 **Length of guarantee.** The product guarantee may detail different time periods for different Products or components within the Product, therefore you must review the product guarantee and raise any questions you may have within us within 14 days of receipt of the product guarantee. Please note that any component parts of the Products will only receive the limited product guarantee for that component part and that a component guarantee for any component or replacement will only run for the length of the product guarantee for that component and will not provide a product guarantee for the whole Product.
- 8.3 **Registration of the guarantee.** For the product guarantee to apply we will need to register your details with the manufacturer. You agree to us providing your name, Delivery Location, email address and Product serial number to the manufacturer for the purpose of registering the Product guarantee.
- 8.4 **How to bring a claim.** Although we flow down the manufacturer's warranty, if you are to bring a claim under the product guarantee you should contact us and not the manufacturer directly, and provide us with the information, we will then manage this warranty claim on your behalf.

9. PRICE AND PAYMENT

- 9.1 **Price.** The price for the Products shall be detailed in the Order (**Product Price**).
- 9.2 **Delivery Charges.** The charges for delivery of the Products will be as set out in the Order and will be in addition to the price of the Products (**Delivery Charge**).
- 9.3 **Installation Charges.** The charges in relation to the Installation Services will be charged in addition to the Products as detailed in the Order (**Installation Charge**).
- 9.4 **Additional Charges.** In the event we agree to provide any additional services, or there are any additional expenses we incur, these will be detailed in the Order (**Additional Charge**).
- 9.5 **Deposit.** Unless the Order states otherwise, you agree to pay a deposit of £250.00 (unless the Order states otherwise) (**Deposit**), when submitting your Order.
- 9.6 **Payments.** Payment of the Product Prices, Delivery Charges, Installation Charges and Additional Charges (together the **Charges**) will be paid at least two Business Days prior to the Delivery Date.
- 9.7 **Finance.** Where you purchase the Products using a third-party credit provider (**Finance**), such Finance shall relate to the Product Price only and you shall be directly responsible for all other payment obligations as set out in these Terms and Conditions. On successful completion of delivery or delivery and the completion of Installation Services (where delivery and Installation Services are to be provided at the same time) you shall sign and provide to our technicians a satisfaction note, as required for Finance. Until such time as a signed satisfaction note has been provided to our technicians, the Product shall remain our property and you shall incur all risk in relation to the Product. The payment terms in clause 9.6 shall continue to apply. Payments you are to make in relation to the Product Price shall be collected monthly, commencing one month from Delivery (and we shall collect payment from the third party credit provider) Where the Products are purchased through Finance, unless otherwise agreed by us, you shall ensure that such finance arrangement is approved at least 14 days prior to the Delivery Date. You agree to provide us, as an approved credit broker, the necessary information we require to assist with your credit application. Our role in relation to your Finance application is as credit broker only.

- 9.8 **VAT.** The Charges are inclusive of value added tax (**VAT**), which shall be documented on each invoice.
- 9.9 **We will pass on changes in the rate of VAT.** If the rate of VAT changes between the date of the Order and the Delivery Date, we will adjust the rate of VAT that you pay, unless you have already paid for the Products in full before the change in the rate of VAT takes effect.
- 9.10 **What happens if we got the price wrong.** It is always possible that, despite our best efforts, some of the Products we sell may be incorrectly priced. If we accept and process your Order where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may end the contract, refund you any sums you have paid and require the return of any Products provided to you.
- 9.11 **We can charge interest if you pay late.** If you do not make any payment to us by the due date we may charge interest to you on the overdue amount at the rate of 4% a year above the base lending rate of HSBC bank from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.
- 9.12 **Late payment.** If you fail to make payment of sums in accordance with clauses 9.5 and 9.6, then we reserve the right to not deliver the Products on the Delivery Date and cancel the contract and charge for any sums incurred but not yet charged.
- 9.13 **Set off.** Neither party shall have any right to set off any monies owed to them against any liability they owe.
- 10. YOUR RIGHTS TO MAKE CHANGES TO THE ORDER**
- During the first 14 days of the contract, if you wish to make a change to the Product you have ordered please contact us. We will let you know if the change is possible. If it is possible we will let you know about any changes to the Charges, the Delivery Date or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change. If we cannot make the change or the consequences of making the change are unacceptable to you, you may want to end the contract (see clause 0).
- 11. OUR RIGHTS TO MAKE CHANGES TO THE ORDER**
- 11.1 **Minor changes to the products.** We may change the Products and Installation Services (and where applicable the product guarantee) to reflect changes in relevant laws and regulatory requirements.
- 12. YOUR RIGHTS TO END THE CONTRACT**
- 12.1 **Your rights to end the contract.** Your rights when you 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:
- 12.1.1 **If what you have bought is faulty or misdescribed you may have a legal right to end the contract** (or to get the Product repaired or replaced or the Installation Services re-performed or to get some or all of your money back), see clause 0;
- 12.1.2 **If you want to end the contract because of something we have done or have told you we are going to do**, see clause 12.2;
- 12.1.3 **If you have just changed your mind about the Product**, see clause 12.3. You may be able to get a refund if you are within the 14 day cooling-off period, but this may be subject to deductions and you will have to pay the costs of return of any Products delivered, together with any charges we incur in providing the Installation Services or uninstalling the Product;
- 12.1.4 **In all other cases (if we are not at fault and there is no right to change your mind)**, you will not have a contractual right to terminate the contract.
- 12.2 **Ending the contract because of something we have done or are going to do.** If you are ending a contract for a reason set out at clause 12.2.1 to clause 12.2.4 below the contract will end immediately and we will refund you in full for any Products which have not been provided and you may also be entitled to compensation. The reasons are:
- 12.2.1 we have told you about an upcoming change to the Product(s) or these terms which you do not agree to;
- 12.2.2 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;
- 12.2.3 there is a risk that supply of the Products may be significantly delayed because of events outside our control;
- 12.2.4 you have a legal right to end the contract because of something we have done wrong.
- 12.3 **Exercising your right to change your mind (Consumer Contracts Regulations 2013).** Subject to clause 12.4, you have a legal right to change your mind within 14 days and receive a refund.
- 12.4 **When you don't have the right to change your mind.** You do not have a right to change your mind in respect of:

- 12.4.1 services (including the Installation Services), once these have been completed, even if the cancellation period is still running;
- 12.4.2 products sealed for health protection or hygiene purposes, once these have been unsealed after you receive them; and
- 12.4.3 any products which become mixed inseparably with other items after their delivery.
- 12.5 **How long you have to change your mind.** If you have bought Products you have 14 days after the day you (or someone you nominate) receives the Products. If you have purchased Installation Services you have 14 days after the day we email you to confirm we accept your Order. However, once we have completed the Installation Services you cannot change your mind, even if the period is still running. If you cancel after we have started the Installation Services, you must pay us for the Installation Services provided up until the time you tell us that you have changed your mind as well as any costs incurred in uninstalling the Product.

13. HOW TO END THE CONTRACT WITH US

- 13.1 **Tell us you want to end the contract.** To end the contract with us, please let us know by contacting us in writing.
- 13.2 **Returning Products after ending the contract.** If you end the contract for any reason after Products have been delivered, you must return them to us. You must either return the Products in person to where you bought them, or allow us to collect them from you. If you are exercising your right to change your mind you must send off the Products or allow us to collect them within 14 days of telling us you wish to end the contract.
- 13.3 **When we will pay the costs of return.** We will pay the costs of return:
 - 13.3.1 if the Products are faulty or misdescribed;
 - 13.3.2 if you are ending the contract because we have told you of an upcoming change to the Product or these terms, an error in pricing or description, a delay in Delivery Date 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.
 In all other circumstances (including where you are exercising your right to change your mind) you must pay the costs of return.
- 13.4 **Deductions from refunds if you are exercising your right to change your mind.** If you are exercising your right to change your mind:
 - 13.4.1 we may reduce your refund of the Product 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. For example, if we offer delivery of a product within 3-5 days at one cost but you choose to have the Product delivered within 24 hours at a higher cost, then we will only refund what you would have paid for the cheaper delivery option.
- 13.5 **Where you have changed your mind.** If you are ending the contract because you have changed your mind, please complete the template model cancellation form at the end of these Terms and Conditions and return to us.

14. OUR RIGHTS TO END THE CONTRACT

- 14.1 **We may end the contract if you break it.** We may end the contract at any time by writing to you if:
 - 14.1.1 you do not make any payment to us when it is due;
 - 14.1.2 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;
 - 14.1.3 you do not, within a reasonable time, allow us to deliver the Products to you;
 - 14.1.4 you do not, within a reasonable time, allow us access to your premises to supply the Installation Services.
- 14.2 **You must compensate us if you break the contract.** If we end the contract in the situations set out in clause 14.1 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.

15. IF THERE IS A PROBLEM WITH THE PRODUCT

- 15.1 **How to tell us about problems.** If you have any questions or complaints about the Products, please contact us. You can telephone our customer service team at 01903 892 55 or write to us at aftercare@euphoria-lifestyle.co.uk Euphoria Lifestyle Limited, Squires Garden Centre, London Road, Washington, RH20 3BP. Alternatively, please speak to one of our staff in-store.

16. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

- 16.1 **We are responsible to you for foreseeable loss and damage caused by us.** If we fail to comply with these Terms and Conditions, 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, but we are not responsible for any loss or damage that is not foreseeable. 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.
- 16.2 **We do not exclude or limit in any way our liability to you where it would be unlawful to do so.** This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the Products including the right to receive products which are: as described and match information we provided to you and any sample or model seen or examined by you; of satisfactory quality; fit for any particular purpose made known to us; supplied with reasonable skill and care and, where installed by us, correctly installed; and for defective products under the Consumer Protection Act 1987.
- 16.3 **When we are liable for damage to your property.** If we are providing Installation Services in your property, we will make good any damage to your property caused by us while doing so. However, we are not responsible for the cost of repairing any pre-existing faults or damage to your property that we discover while providing the Installation Services.
- 16.4 **We are not liable for business losses.** We only supply the products for domestic and private use. If you use the products for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- 17. HOW WE MAY USE YOUR PERSONAL INFORMATION**
How we may use your personal information. We will only use your personal information as set out in our **Privacy Policy | Euphoria Lifestyle (euphoria-lifestyle.co.uk)**
- 18. OTHER IMPORTANT TERMS**
- 18.1 **We may transfer this agreement to someone else.** We may transfer our rights and obligations under these terms to another organisation.
- 18.2 **You need our consent to transfer your rights to someone else (except that you can always transfer our guarantee).** You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing. However, you may transfer our guarantee at clause 0 to a person who has acquired the Product. We may require the person to whom the guarantee is transferred to provide reasonable evidence that they are now the owner of the relevant Product.
- 18.3 **Nobody else has any rights under this contract (except someone you pass your guarantee on to).** This contract is between you and us. No other person shall have any rights to enforce any of its terms, except as explained in clause 18.2 in respect of our guarantee. Neither of us will need to get the agreement of any other person in order to end the contract or make any changes to these terms.
- 18.4 **If a court finds part of this contract illegal, the rest will continue in force.** Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 18.5 **Even if we delay in enforcing this contract, we can still enforce it later.** 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. For example, if you miss a payment and we do not chase you but we continue to provide the products, we can still require you to make the payment at a later date.
- 18.6 **Which laws apply to this contract and where you may bring legal proceedings.** These terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts. If you live in Scotland you can bring legal proceedings in respect of the products in either the Scottish or the English courts.

Model Cancellation Form

(Complete and return this form only if you wish to withdraw from the contract)

Euphoria Lifestyle Limited a company registered in England and Wales. Our company registration number is 05773059 and our registered office is at Delta House C/O Cja Accounting Limited, 16 Bridge Road, Haywards Heath, United Kingdom, RH16 1UAI/We [*] hereby give notice that I/We [*] cancel my/our [*] contract of sale of the following goods [*/for the supply of the following service [*,

Ordered on [*/received on [*,

Name of consumer(s),

Address of consumer(s),

Signature of consumer(s) (only if this form is notified on paper),

Date

[*] Delete as appropriate

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