



OUR TERMS

1. THESE TERMS

1.1 **What these terms cover.** These are the terms and conditions on which we supply products to you.

1.2 **Why you should read them.** Please read these terms carefully before you submit your order to us. These terms tell you who we are, how we will provide products to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms, please contact us to discuss.

1.3 **Are you a business customer or a consumer?** In some areas you will have different rights under these terms depending on whether you are a business or consumer. You are a consumer if:

- You are an individual.
- You are buying products from us wholly or mainly for your personal use (not for use in connection with your trade, business, craft or profession).

1.4 **If you are a business customer this is our entire agreement with you.** If you are a business customer these terms constitute the entire agreement between us in relation to your purchase. You acknowledge that you have not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of us which is not set out in these terms and that you shall have no claim for innocent or negligent misrepresentation based on any statement in this Agreement.

2. INFORMATION ABOUT US AND HOW TO CONTACT US

2.1 **Who we are.** We are Theraplate UK Limited a company registered in England and Wales. Our company registration number is 11216960 and our registered office is at 4 Heath Square, Boltro Road, Haywards Heath, West Sussex RH16 1BL. Our registered VAT number is 290739181.



- 2.2 **How to contact us.** You can contact us by telephoning our customer service team at 0800 955 2016 or by writing to us at the postal address above or our email address hello@theraplateuk.com.
- 2.3 **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 you provided to us in your order.
- 2.4 **"Writing" includes emails.** When we use the words "writing" or "written" in these terms, this includes emails.

3. OUR CONTRACT WITH YOU

- 3.1 **How we will accept your order.** We accept orders both via our website and directly via our representatives. Upon receipt of such an order, we will place an order upon the manufacturer of the products (in the US), who will provide us with an estimated date of despatch of the products from the US to us. Our acceptance of your order will take place when we email you to accept it following this response from the manufacturer in the US, at which point a contract will come into existence between you and us.
- 3.2 **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 for the product (or, if we have already charged you, will refund the sums charged). This might be because the product is out of stock, because of unexpected limits on our resources (including any refusal of the manufacturer of the products to supply them to us), because we have identified an error in the price or description of the product or because we are unable to meet a delivery date you have requested.
- 3.3 **Your order number.** We will assign an order number to your order and tell you what it is when we accept your order. It will help us if you can tell us the order number whenever you contact us about your order.

4. OUR PRODUCTS

- 4.1 **Products may vary slightly from their pictures.** The images of the products on our website are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that a device's display of the colours accurately reflects the colour of the products. Your product may vary slightly from those images.



4.2 **Product packaging may vary.** The packaging of the product may vary from that shown in images on our website.

5. YOUR RIGHTS TO MAKE CHANGES

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 price of the product, the timing of supply 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.

6. OUR RIGHTS TO MAKE CHANGES

6.1 **Minor changes to the products.** We (or the manufacturer of the products) may change the products:

- 6.1.1 to reflect changes in relevant laws and regulatory requirements; and
- 6.1.2 to implement minor technical adjustments and improvements, for example to address a safety risk.

7. PROVIDING THE PRODUCTS

7.1 **Delivery costs.** The costs of delivery will be as displayed to you on our website and/or in our order documentation.

7.2 **When we will provide the products.** During the order process we will let you know when the manufacturer estimates despatch of the products from the US to us in the UK. Once we have received the products, we will then make contact with you to arrange courier delivery to you. Subject to your cooperation with arranging such courier delivery, this will normally take place within 7-10 days of our receipt of the products from the manufacturer.

7.3 **We are not responsible for delays outside our control.** If our supply of the products is delayed by an event outside our control (including without limitation delay in supply to us by the manufacturer) 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 you are a consumer and 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.



- 7.4 **When you become responsible for the products.** A product will be your responsibility from the time our courier delivers the product to the address you gave us. If you are not present at the delivery address at the agreed time then our courier will be unable to leave the products – this is because our courier will provide you with a brief explanation of the use of the products and require you to sign to confirm receipt.
- 7.5 **When you own products.** You own a product only once we have received payment in full. Until that time, the product remains owned by us.
- 7.6 **What will happen if you do not give required information to us.** We may need certain information from you so that we can supply the products to you, for example, your availability to accept delivery. We will contact you to ask for this information. If you do not give us this information within a reasonable time of us asking for it, or if you give us incomplete or incorrect information, we may either end the contract (and clause 10.2 will apply) or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We will not be responsible for supplying the products late or not supplying any part of them if this is caused by you not giving us the information we need within a reasonable time of us asking for it.
- 7.7 **We may delay supply of the products if you do not pay.** If you do not pay us for the products when you are supposed to, we may suspend supply of the products until you have paid us the outstanding amounts. We will contact you to tell you we are suspending supply of the products. As well as suspending the products we can also charge you interest on your overdue payments (see clause 14.7).

8. YOUR RIGHTS TO END THE CONTRACT

- 8.1 **You may be entitled to end your contract with us.** 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, when you decide to end the contract and whether you are a consumer or business customer:
- 8.1.1 **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 to get some or all of your money back), **see** clauses 12 and 13 if you are a consumer and clause 13 only if you are a business;



- 8.1.2 **If you want to end the contract because of something we have done or have told you we are going to do, see clause 8.2;**
- 8.1.3 **If you are a consumer and have just changed your mind about the product, see clause 8.3.** You may be able to get a refund if you are within the cooling-off period, but this may be subject to deductions and you will have to pay the costs of return of any products.
- 8.2 **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 clauses 8.2.1 to 8.2.3 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:
- 8.2.1 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;
- 8.2.2 (if you are a consumer only) there is a risk that supply of the products may be significantly delayed because of events outside our control; or
- 8.2.3 you have a legal right to end the contract because of something we have done wrong.
- 8.3 **Exercising your right to change your mind if you are a consumer (Consumer Contracts Regulations 2013).** If you are a consumer then for most products bought either online or away from our business premises, you have a legal right to change your mind within 14 days and receive a refund. These rights, under the Consumer Contracts Regulations 2013, are explained in more detail in these terms.
- 8.4 **When consumers do not have a right to change their minds.** Your right as a consumer to change your mind does not apply in respect of products which have been made or altered to your specification.
- 8.5 **How long do consumers have to change their minds?** If you are a consumer, you have 14 days after the day you (or someone you nominate) receives the products, unless your products are split into several deliveries over different days; in this case you have until 14 days after the day you (or someone you nominate) receives the last delivery.



9. HOW TO END THE CONTRACT WITH US (INCLUDING IF YOU ARE A CONSUMER WHO HAS CHANGED THEIR MIND)

9.1 **Tell us you want to end the contract.** To end the contract with us, please let us know by doing one of the following:

9.1.1 **Phone, post or email.** Please use the details provided in clause 2. Please provide your name, home address, details of the order and, where available, your phone number and email address.

9.1.2 **Cancellation Form.** Complete the form attached at Schedule 2 to these conditions and return it to us by one of the above methods.

9.2 **Returning products after ending the contract.** If you end the contract for any reason after products have been dispatched to you or you have received them, you must allow us to collect them from you. Please call us or email us to arrange collection. If you are a consumer exercising your right to change your mind you must allow us to collect the products within 14 days of telling us you wish to end the contract.

9.3 **When we will pay the costs of return.** We will pay the costs of return:

9.3.1 if the products are faulty or misdescribed; or

9.3.2 if you are ending the contract because we have told you of an error in pricing or description, (if you are a consumer only) a substantial delay in delivery 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 a consumer exercising your right to change your mind) you must pay the costs of return.

9.4 **What we charge for collection.** If you are responsible for the costs of return, we will charge you the direct cost to us of collection.

9.5 **How we will refund you.** If you are entitled to a refund under these terms we will refund you the price you paid for the products including delivery costs, by the method you used for payment. However, we may make deductions from the price, as described below.

9.6 **When we may make deduction from refunds if you are a consumer exercising your right to change your mind.** If you are exercising your right to change your mind we may reduce



your refund of the 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.

9.7 **When your refund will be made.** We will make any refunds due to you as soon as reasonably possible after collection of the products.

10. OUR RIGHTS TO END THE CONTRACT

10.1 **We may end the contract if you break it.** We may end the contract for a product at any time by writing to you if:

10.1.1 you do not make any payment to us when it is due and you still do not make payment within 7 days of us reminding you that payment is due;

10.1.2 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; or

10.1.3 you do not, within a reasonable time, allow us to deliver the products to you.

10.2 **You must compensate us if you break the contract.** If we end the contract in the situations set out in clause 10.1 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.

11. IF THERE IS A PROBLEM WITH THE PRODUCT

How to tell us about problems. If you have any questions or complaints about the product, please contact us using the details set out in clause 2.

12. YOUR RIGHTS IN RESPECT OF DEFECTIVE PRODUCTS IF YOU ARE A CONSUMER

12.1 If you are a consumer we are under a legal duty to supply products that are in conformity with this contract. See the box below for a summary of your key legal rights in relation to the products. Nothing in these terms will affect your legal rights.

Summary of your key legal rights



This is a summary of your key legal rights. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website www.adviceguide.org.uk or call 03454 04 05 06.

The Consumer Rights Act 2015 says products must be as described, fit for purpose and of satisfactory quality. During the expected lifespan of your product your legal rights entitle you to the following:

- a) Up to 30 days: if your products are faulty, then you can get an immediate refund.
- b) Up to six months: if your products can't be repaired or replaced, then you're entitled to a full refund, in most cases.
- c) Thereafter (within the statutory limitation period): if your products do not last a reasonable length of time you may be entitled to some money back.

12.2 **Your obligation to return rejected products.** If you wish to exercise your legal rights to reject products you must either return them in person to where you bought them, post them back to us or (if they are not suitable for posting) allow us to collect them from you. We will pay the costs of postage or collection. Please call or email us for a return label or to arrange collection.

12.3 **Your right to exercise our warranty.** Without affecting your statutory rights as set out in clause 12.1 above, consumers are also entitled to take advantage of our more generous warranty set out in clause 13 and Schedule 2 of these conditions.

13. OUR WARRANTY IN RESPECT OF DEFECTIVE PRODUCTS

13.1 We warrant that on delivery, and for the period set out in clause 13.4 ("**Warranty Period**"), any products shall be free from material defects in design, material and workmanship ("**Warranty**").

13.2 Subject to clause 13.3, if:

13.2.1 you give us notice in writing during the Warranty Period and within a reasonable time of discovery that a product does not comply with the Warranty;

13.2.2 we are given a reasonable opportunity of examining such product; and

13.2.3 you return such product to us at our cost,

we shall, at our option, repair or replace the defective product, or refund a reasonable proportion of the price of the defective product (having regard to the portion of the



Warranty Period which has elapsed). Where we elect to repair or replace the defective product, then you acknowledge that there is likely to be some delay where the product needs to be sent to the manufacturer in the US and/or where replacement products or parts need to be ordered from the manufacturer in the US.

- 13.3 We will not be liable for a product's failure to comply with the Warranty if:
- 13.3.1 you make any further use of such product after giving a notice in accordance with clause 13.2.1;
 - 13.3.2 the defect arises because you failed to follow our oral or written instructions as to the storage, installation, commissioning, use or maintenance of the product (including without limitation our Warranty Guidance Information set out in Schedule 2 to these conditions) and good trade practice;
 - 13.3.3 the defect arises as a result of us following any drawing, design or specification supplied by the Customer;
 - 13.3.4 you alter or repair the product without our written consent, whether personally or by instructing or authorising any person to do so; or
 - 13.3.5 the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal working conditions.
- 13.4 The Warranty Period shall be:
- 13.4.1 50 years from the date of delivery in respect of the frame;
 - 13.4.2 5 years from the date of delivery in respect of the motor;
 - 13.4.3 12 months from the date of delivery for all other parts not listed in clause 13.4.4; and
 - 13.4.4 A reasonable period in respect of the cable hatch, feet, handles and rubber matting. These parts will wear with use, and the amount of wear will vary significantly depending upon the nature and volume of use of the products made by the Customer.
- 13.5 Except as provided in this clause 13, we shall have no liability to you in respect of a product's failure to comply with the Warranty or any other alleged defect or deficiency in respect of the product (save, in respect of consumers only, as set out in clause 12).



13.6 These terms shall apply to any repaired or replacement products supplied by us under clause 13.2.

14. PRICE AND PAYMENT

14.1 **Where to find the price for the product.** The price of the product (which includes VAT) will be the price indicated on the order pages when you placed your order. We take reasonable care to ensure that the price of the product advised to you is correct. However please see clause 14.3 for what happens if we discover an error in the price of the product you order.

14.2 **We will pass on changes in the rate of VAT.** If the rate of VAT changes between your order date and the date we supply the product, we will adjust the rate of VAT that you pay, unless you have already paid for the product in full before the change in the rate of VAT takes effect.

14.3 **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. We will normally check prices before accepting your order so that, where the product's correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the product's correct price at your order date is higher than the price stated to you, we will contact you for your instructions before we accept your order. 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.

14.4 **When you must pay and how you must pay.** We accept payment with via the following methods:

14.4.1 BACS transfer;

14.4.2 Most mainstream credit or debit cards;

14.4.3 Cheque (by agreement only, and the products will not be ordered from the manufacturer in the US until the cheque has cleared into our account);

14.4.4 Partially – this service allows you to pay a deposit, following which the remainder of the price for the products, plus our charge for payments being staged in this



fashion, is payable in 12 monthly instalments. Further information about paying via Partially are available by contacting us; and

14.4.5 Finance (via Moorgate Equestrian Finance) – we can introduce you to Moorgate Equestrian Finance, who (subject to their own terms and conditions) may offer you finance to purchase products. For the avoidance of doubt, any finance arrangements which you enter into with Moorgate Equestrian Finance are separate to your contract with us.

14.5 **Trial Period.** If you have taken advantage of our trial period offering in respect of the products, then our Trial Period Terms & Conditions will also apply to your purchase of the products that you have had on trial.

14.6 **Our right of set-off if you are a business customer.** If you are a business customer you must pay all amounts due to us under these terms in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

14.7 **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 the Bank of England 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.

14.8 **What to do if you think an invoice is wrong.** If you think an invoice is wrong please contact us promptly to let us know. You will not have to pay any interest until the dispute is resolved. Once the dispute is resolved we will charge you interest on correctly invoiced sums from the original due date.

15. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU IF YOU ARE A CONSUMER

15.1 **We are responsible to you for foreseeable loss and damage caused by us.** If we fail to comply with these terms, 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.

- 15.2 **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 as summarised at clause 12.1; and for defective products under the Consumer Protection Act 1987.
- 15.3 **We are not liable for business losses.** If you are a consumer we only supply the products for to you for domestic and private use. If you use the products for any commercial, business or re-sale purpose our liability to you will be limited as set out in clause 16.

16. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU IF YOU ARE A BUSINESS

- 16.1 Nothing in these terms shall limit or exclude our liability for:
- 16.1.1 death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors (as applicable);
 - 16.1.2 fraud or fraudulent misrepresentation;
 - 16.1.3 breach of the terms implied by section 12 of the Sale of Products Act 1979 or section 2 of the Supply of Products and Services Act 1982; or
 - 16.1.4 any matter in respect of which (and to the extent that) it would be unlawful for us to exclude or restrict liability.
- 16.2 Except to the extent expressly stated in clause 16.1 all terms implied by sections 13 to 15 of the Sale of Products Act 1979 and sections 3 to 5 of the Supply of Products and Services Act 1982 are excluded.
- 16.3 Subject to clause 16.1:
- 16.3.1 we shall not be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any direct or indirect loss of profit, revenue, anticipated savings, contracts, goodwill, or reputation, or for any indirect or consequential loss whatsoever arising under or in connection with any contract between us; and



16.3.2 our total liability to you for all other losses arising under or in connection with any contract between us, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to aggregate amount paid by you for the products under the applicable contract.

17. HOW WE MAY USE YOUR PERSONAL INFORMATION

How we will use your personal information. We will only use your personal information as set out in our Privacy Policy, the latest version of which is available on our website.

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.** You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.

18.3 **Nobody else has any rights under this contract.** This contract is between you and us. No other person shall have any rights to enforce any of its 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 if you are a consumer.** 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. If you live in Northern Ireland you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.



18.7 **Which laws apply to this contract and where you may bring legal proceedings if you are a business.** If you are a business, any dispute or claim arising out of or in connection with a contract between us or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales and the courts of England and Wales shall have exclusive jurisdiction to settle any such dispute or claim.



SCHEDULE 1

Warranty Guidance Information

The Guidance in this Schedule is in addition to the requirements set out in clause 13 of our conditions. If any defect or damage is caused by your failure to comply with the terms of this Schedule, then such defect or damage will be excluded from our Warranty.

1. You must use only a Theraplate-brand custom motor and control box with any Theraplate.
2. You must use a suitable surge protector at all times, and must not plug any products supplied directly into a plug socket or power source not so protected.
3. You must keep the control box clean and dry at all times, including keeping it free of all water and debris.
4. You must not expose any part of our products to urine or manure. In the event that such exposure inadvertently occurs, you must thoroughly and immediately remove such urine and manure.
5. You must regularly clean the products, including after each use.
6. You must not (and must not instruct anyone else to) unscrew, open up or otherwise tamper with our products or any part thereof.
7. If you intend to construct or erect any form of structure or enclosure in which to house our products, or to sink our products into the ground or a floor, then you must contact us for guidance prior to doing so. Unsuitable housing or sinking can damage the products (by way of example only, by exposing the products to build-ups of urine and manure). Any advice we provide in respect of housing and/or sinking is provided by way of general advice only, and you will not be entitled to rely on it in any way.



SCHEDULE 2

Model Cancellation Form for consumer customers

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

To Theraplate UK Limited, 4 Heath Square, Boltro Road, Haywards Heath, West Sussex RH16 1BL, 0800 955 2016
and hello@theraplate.com

I/We [*] hereby give notice that I/We [*] cancel my/our [*] contract of sale of the following products [*]/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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