



THE ASSOCIATION FOR  
SOFT TISSUE THERAPISTS

# TERMS OF SUPPLY

This page sets out the terms and conditions subject to which we will supply to you the goods and products ("Products") which are sold from time to time through our website at [www.thesma.org](http://www.thesma.org) ("our site"). Please read these Terms of Supply carefully, and make sure that you understand them, before ordering any Products from our site. By ordering any of our Products, you agree to be bound by these Terms of Supply.

## 1. Information About Us and You

- 1.1 This website is operated by Sports Massage Association Ltd, a private limited company registered in England and Wales (Company Number: 04322299). Our registered office is: Providence House, Providence Place, Islington, London, United Kingdom N1 0NT. We are not VAT-registered. The Sports Massage Association name and logo are registered EC trade marks owned by Sports Massage Association Ltd.
- 1.2 By placing an order through our site, you warrant that (i) you are legally capable of entering into binding contracts and (ii) you are at least eighteen (18) years old.

## 2. How A Contract is Formed Between You and Us

- 2.1 After placing an order, you will receive an e-mail from us acknowledging that we have received your order. This does not mean that your order has been accepted. Your order constitutes an offer to us to buy a Product. All orders are subject to acceptance by us. We will confirm such acceptance to you by sending you an e-mail that confirms the Product has been dispatched (a "Dispatch Confirmation"). The contract between us (the "Contract") will only be formed when we send you a Dispatch Confirmation.
- 2.2 The Contract will relate only to those Products whose dispatch we have confirmed in the Dispatch Confirmation. We will not be obliged to supply any other Products which may have been part of your order until the dispatch of such Products has been confirmed in a separate Dispatch Confirmation.
- 2.3 The Contract is binding on you and us and on our respective successors and assignees. You may not transfer, assign, charge or otherwise dispose of a Contract, or any of your rights or obligations arising under it, without our prior written consent. We may transfer, assign, charge, sub-contract or otherwise

dispose of a Contract, or any of our rights or obligations arising under it, at any time. A person who is not party to these Terms of Use or a Contract will not have any rights, under or in connection with them, under the Contracts (Rights of Third Parties) Act 1999.

## 3. Your Rights as a Consumer

- 3.1 If you are contracting as a consumer, you can cancel a Contract at any time within seven (7) working days, starting on the day after you received the Product(s). In that case, you will receive a full refund of the price paid for the Product(s) in accordance with our refunds policy (set out in paragraph 6 below).
- 3.2 To cancel a Contract, you must inform us in writing. You must also return the Product(s) as soon as reasonably practicable, and at your own cost. You have a legal obligation to take reasonable care of the Product(s) while in your possession. If you don't, we may have a right to recover compensation from you.
- 3.3 Details of your statutory right of cancellation, and an explanation of how to exercise it, are also provided in the Dispatch Confirmation. This provision does not affect your other statutory rights as a consumer.
- 3.4 We warrant that any Product purchased from us through our site will, on delivery, conform in all material respects with its description, be of satisfactory quality, and be reasonably fit for the purposes for which products of that kind are commonly supplied.

## 4. Availability, Delivery, Risk and Title

- 4.1 Your order will be fulfilled by the delivery date set out in the Dispatch Confirmation or, if no delivery date is specified, within a reasonable period of the date of the Dispatch Confirmation, unless there are exceptional circumstances.
- 4.2 The Product(s) will be your responsibility from the time of delivery, but ownership of the Products will only pass to you when we receive full payment of all sums due in respect of the Product(s), including any delivery charges.

## 5. Price and Payment

- 5.1 The price of the Product(s) and our delivery charges will be as quoted on our site from time to time, except in cases of obvious error. We are not VAT-

registered and so we do not need to charge VAT on the price of any Product. Product prices and delivery charges are liable to change at any time, but any such changes will not affect orders for which we have already sent a Dispatch Confirmation.

- 5.2 It is possible that, despite our best efforts, some Products listed on our site may be incorrectly priced. We will normally verify prices as part of our dispatch procedures so that, where a Product's correct price is less than our stated price, we will charge the lower amount when dispatching that Product to you. If a Product's correct price is higher than the price stated on our site, we will normally, at our discretion, either contact you for instructions before dispatching the Product, or reject your order and notify you. If the pricing error is obvious and unmistakable and could have been reasonably recognised by you as an error, we do not have to provide the relevant Product(s) to you at the incorrect (lower) price.
- 5.3 Payment for all Products must be made by credit or debit card through our PayPal account. We will usually charge your credit or debit card at the time you order the relevant Products.

## 6. Our Refunds Policy

- 6.1 If you return a Product to us because you have cancelled the Contract between us within the seven (7) day cooling-off period (see paragraph 3.1 above), we will process the refund due to you as soon as possible and, in any case, within thirty (30) days of the day on which you gave us notice of cancellation. In this case, we will refund the price of the Product in full, and any applicable delivery charges, but you will be responsible for the cost of returning the item to us.
- 6.2 If you return a Product to us for any other reason (for instance, because you consider that the Product is defective), we will examine the returned Product and will notify you of your refund via e-mail within a reasonable period of time. We will usually process the refund due to you as soon as possible and, in any case, within thirty (30) days of the day we confirmed to you via e-mail that you were entitled to a refund. We will refund the price of a defective Product in full along with any applicable delivery charges and any reasonable costs you incur in returning the item to us.
- 6.3 We will usually refund any money received from you using the same method originally used by you to pay for your purchase.

## 7. Our Liability

- 7.1 Subject to paragraph 7.3, if we fail to comply with these Terms of Supply, we will only be liable to you

for the purchase price of the relevant Product(s) and, subject to paragraph 7.2, any losses that you suffer as a result of our failure to comply and which are a foreseeable consequence of such failure.

- 7.2 Subject to paragraph 7.3, we will not be liable for any losses that result from our failure to comply with these Terms of Supply that fall into any of the following categories (i) loss of income or revenue (ii) loss of business (iii) loss of profits (iv) loss of anticipated savings (v) loss of data or (vi) waste of management time. However, this paragraph 7.2 will not prevent claims for loss of, or damage to, your physical property that are foreseeable or any other claims for direct loss not excluded by this paragraph 7.2.
- 7.3 Nothing in these Terms of Use excludes or limits our liability for:
- (i) death or personal injury caused by our negligence
  - (ii) fraud or fraudulent misrepresentation
  - (iii) any breach of the obligations implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982
  - (iv) defective products under the Consumer Protection Act 1987
  - (v) deliberate breaches of these Terms of Supply entitling you to terminate a Contract or
  - (vi) any other matter for which we cannot exclude/limit liability.
- 7.4 We may provide links on our site to websites operated by third parties, whether affiliated with us or not. We can't give any undertaking that any products you purchase from third party sellers through our site, or from third parties to whose website we have provided a link on our site, will be of satisfactory quality, and any such warranties are disclaimed by us absolutely. However, this disclaimer does not affect your statutory rights against the relevant third party. If you would like information about your legal rights, you should contact your local Trading Standards Office or Citizens Advice Bureau. We will notify you when a third party is involved in a transaction, and we may disclose your personal information related to that transaction to that third party. Where you buy any Product from a third party through our site, the extent of the seller's liability to you will be set out in the seller's own terms and conditions.

## 8. Written Communications and Notices

- 8.1 The law requires that some information or communications we send to you should be in writing. When using our site, you accept that communication with us will be mainly electronic. We will contact you by e-mail or provide you with information by posting notices on our website. For contractual purposes,

you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

- 8.2 All notices given by you to us must be given to Sports Massage Association Ltd at admin@thesma.org. We may give notice to you at either the e-mail or postal address you provide to us when placing an order, or in any of the ways specified in paragraph 8 above. Notice will be deemed received and properly served immediately when posted on our website, twenty-four (24) hours after an e-mail is sent, or three (3) 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 the letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, that the e-mail was sent to the specified email address of the addressee.

## 9. Events Outside Our Control

- 9.1 We will not be liable or responsible for any failure to perform, or for any delay in performing, any of our obligations under a Contract caused by an event outside our reasonable control (a "Force Majeure Event"). A Force Majeure Event includes any act, event, non-happening, omission or accident beyond our reasonable control and includes, in particular but without limitation, any (i) strike, lock-out or other industrial action (ii) civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war or threat or preparation for war (iii) fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster (iv) inability to use of railways, shipping, aircraft, motor transport or other means of public or private transport (v) inability to use public or private telecommunications networks (vi) acts, decrees, legislation, regulations or restrictions of any government and (vii) pandemic or epidemic.
- 9.2 Our performance under any Contract is deemed to be suspended for the period that the Force Majeure Event continues, and we will have an extension of time for performance for the duration of that period. We will use our reasonable endeavours to bring the Force Majeure Event to a close or to find a solution by which our obligations under the Contract may be performed despite the Force Majeure Event.

## 10. General Provisions and Governing Law

- 10.1 If we fail, at any time during the term of a Contract, to insist on the strict performance of any of your obligations under the Contract or these Terms of Supply, or we fail to exercise any of the rights or remedies to which we are entitled, this will not

constitute a waiver of such rights or remedies and will not relieve you from compliance with such obligations. A waiver by us of any default will not constitute a waiver of any subsequent default. No such waiver by us will be effective unless it is expressly stated to be a waiver and is communicated to you in writing in accordance with paragraph 8 above.

- 10.2 If any court or competent authority decides that any provision of these Terms of Supply or any Contract is invalid, unlawful or unenforceable to any extent, the provision will, to that extent only, be severed from the remaining provisions, which will continue to be valid to the fullest extent permitted by law.
- 10.3 These Terms of Supply and any document referred to in them constitute the whole agreement between us and supersede any previous discussions, correspondence, negotiations, understanding or agreement between us regarding the subject matter of any Contract. We intend to rely upon these Terms of Supply and any document referred to in them in relation to the subject matter of any Contract. While we accept responsibility for statements and representations made by our duly authorised agents, please make sure you ask for any variations from these Terms of Supply to be confirmed in writing.
- 10.4 You will be subject to the terms of supply in force at the time that you order a Product from us, unless any change to such terms is required to be made by law or any governmental authority (in which case it will also apply to orders previously placed by you), or if we notify you of the change to those terms of supply before we send you the Dispatch Confirmation (in which case we have the right to assume you have accepted the change, unless you notify us to the contrary within seven (7) working days of receipt by you of the relevant Product(s)).
- 10.5 Contracts for the purchase of Products through our site and any dispute or claim arising out of or in connection with them or their subject matter or formation will be governed by English law. Any dispute or claim arising out of, or in connection with, such Contracts or their formation are subject to the exclusive jurisdiction of the courts of England and Wales.