

Terms and conditions

1. Introduction

- 1.1. This document (together with any documents referred to in it) tells you the terms and conditions (the 'Conditions') upon which we will sell the Goods listed on this website (the 'Website') and/or listed to you via quoted via correspondence (email or post).
- 1.2. Before confirming your order please:
 - 1.2.1. Read through these Conditions and our cancellations and returns policy at clause 12 and limitation of our liability and your indemnity at clause 17
 - 1.2.2. Print a copy for future reference
 - 1.2.3. Read our privacy policy regarding your personal information
- 1.3. By ordering any of the Goods listed on this Website and/or listed to you via quoted via correspondence (email or post), you agree to be legally bound by these Conditions. You will be unable to proceed with your transaction if you do not accept these terms and conditions as may be modified or amended and posted on this Website from time to time.
- 1.4. We reserve the right to revise and amend the Website, our disclaimers, and the Conditions at any time without notice to you. Your continued use of the Website (or any part thereof) following a change shall be deemed to be your acceptance of such change. It is your responsibility to check regularly to determine whether we have changed these Conditions.

2. About us

- 2.1. NU U (UK) Ltd ('we'/us'/our'), a limited company (trading as NU U), registered in England and Wales under company number: 07816085 having our registered office and business address at Unit 23 Central Trading Estate, Signal Way, Swindon SN3 1PD
- 2.2. Our telephone number is 01793491755.

3. Communications

- 3.1. You agree that email and other electronic communications can be used as a long-distance means of communication and 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.
- 3.2. We will contact you by email or provide you with information by posting notices on our Website.

4. Overseas orders

- 4.1. Our Website is mainly intended for use by customers resident in England, Wales, Scotland and Northern Ireland (the United Kingdom),
- 4.2. Potential International customers are considered on an individual basis.

5. Registration

- 5.1. When registering on the Website and/or through email or telephone you may be able a username and password. You are responsible for all actions taken under your chosen username and password.
- 5.2. By registering with us, you undertake:
 - 5.2.1. That all the details you provide to us for the purpose of purchasing the Goods are true, accurate, current, and complete in all respects
 - 5.2.2. The knowledge that you are prepared to register as a business customer that is potentially purchasing the Goods for business use and not personal (consumer) use.
 - 5.2.3. To notify us immediately of any changes to the information provided on registration or to your personal information
 - 5.2.4. That you are over 18 years old
 - 5.2.5. To only use the Website using your own username and password (if provided)
 - 5.2.6. To make every effort to keep your password safe and not to disclose your password to anyone (if provided)
 - 5.2.7. To change your password immediately upon discovering that it has been compromised
 - 5.2.8. To neither transfer or sell your username or password to anyone, nor permit, either directly or indirectly, anyone other than you to use them
- 5.3. You authorise us to transmit your name, company name, address and other personal/business information supplied by you (including updated information) to obtain information from third parties about you, including, but not limited to, credit reports and so that we may authenticate your identity.

6. Eligibility to purchase

- 6.1. To be eligible to purchase the Goods from us and lawfully enter and form contracts with us, you must:
 - 6.1.1. Be purchasing the Goods for business purposes. You understand that we supply of Goods/Services to businesses for the purpose of professional use. We do not supply to individuals/consumers for the purpose of personal use.
 - 6.1.2. Be 18 years of age or over
 - 6.1.3. Be legally capable of entering into a binding contract
 - 6.1.4. Provide full details of a delivery address.

6.2. If you are under 18, you may only use the Website in conjunction with, and under the supervision of, a parent or guardian. If you do not qualify, you must not use our Website.

7. Price

7.1. The prices of the Goods are either quoted on the Website or quoted via correspondence (email or post).

7.2. Prices for delivery are quoted for delivery in the United Kingdom unless otherwise specified.

7.3. Unless otherwise stated, the prices quoted exclude VAT (we VAT registered) and delivery costs (in the case of goods). The delivery costs will be added to the total amount due from you at their current rate. Details of our delivery charges can be located on our Website or our quotations, or our invoices.

7.4. We reserve the right, by giving notice to you at any time before delivery or performance of our obligations to you, to increase the price of the Goods to reflect any increase in the cost to us due to any factor beyond our control (such as without limitation, any foreign exchange fluctuation, significant increase in the costs of labour, materials or other costs of manufacture). In the unlikely event of this occurring, you shall be entitled to cancel the order at any time before delivery or performance of our obligations to you or the expiry of the Cancellation Period in clause 12.2 whichever is later.

8. Payment

8.1. Payment can be made by credit or debit card or through an electronic payment account as explained on the order form, quotation and/or invoice.

8.1.1. We reserve the right to charge an additional fee for all credit or debit card transactions (approximately 3%).

8.2. However, we do not accept the following:

8.2.1. Any American Express Credit/Charge cards.

8.3. By placing an order, you consent to payment being charged to your debit/credit card account or electronic payment account as provided on the order form, quotation and/or invoice.

8.4. Payment will be debited and cleared from your account before the dispatch of the Goods to you.

8.5. When you pay for your order by card, we carry out certain checks which include obtaining authorisation from your card issuer to ensure you have adequate funds and for security reasons. This may involve validating your name, address and other personal information supplied by you during the order process against appropriate third party databases including the card issuer, registered credit reference agencies and fraud prevention agencies.

8.6. By accepting these Conditions you:

8.6.1. Undertake that all the details you provide to us for the purpose of purchasing the Goods are correct and that the payment card you are using is your own and that there are sufficient funds to cover the cost of the Goods ordered

8.6.2. Undertake that all Goods ordered by you are for professional use only and not for resale

8.6.3. Authorise us to transmit the payment and delivery information provided by you during the order process (included any updated information) for the purpose of obtaining authorisation from your card issuer to ensure you have adequate funds, to authenticate your identity, to validate your payment card and for other security reasons, such as fraud prevention

8.7. We shall contact you should any problems occur with the authorisation of your card.

8.8. We will take all reasonable care, in so far as it is in our power to do so, to keep the details of your order and payment secure, but in the absence of negligence on our part, we cannot be held liable for any loss you may suffer if a third party procures unauthorised access to any data you provide when accessing or ordering from our Website.

8.9. All Goods remain our property until paid for in full.

9. Order process and formation of a contract

9.1. All orders are subject to acceptance and availability. If any Goods ordered are not available, you will be notified, and you will have the option either to wait until the item is available or to cancel your order. It is your responsibility to provide us with a valid email address so that we can contact you if necessary.

9.2. Any order placed by you constitutes an offer to purchase the Goods from us.

9.3. All such offers received from you are subject to acceptance by us and we reserve the right to refuse any order placed by you at any time prior to acceptance, without providing an explanation.

9.4. You shall be responsible for ensuring the accuracy of the details provided by you during the order process and we will not accept an order unless all details requested from you have been entered correctly.

9.5. You agree that if we contact you to acknowledge receipt of your order such communication shall not amount to our acceptance of your offer to purchase the Goods ordered by you from the Website.

9.6. A contract between you and us (the 'Contract') incorporating these Conditions will only subsist after we have accepted your order and debited your payment card.

9.7. The Contract will relate only to the Goods stated in the invoice and/or the delivery note.

9.8. You must check that the details contained in the invoice and/or delivery note are correct and you should keep a copy of it.

9.9. You will be subject to the version of our policies and Conditions in force at the time that you order the Goods from us, unless:

9.9.1. Any change to those policies or these Conditions is required to be made by law or governmental authority

10. Delivery

- 10.1. The Goods will be delivered to you at the address you provided during the order process which may be an address other than the billing address, but please note that extra documentation may be needed to comply with such orders.
- 10.2. We may employ professional carriers, or we may deliver and install the Goods ourselves. Nevertheless, you must examine the Goods on arrival. If you are asked for your signature on delivery, you must examine the Goods before signing for them.
- 10.2.1. If the Contents/Goods are damaged, contact us immediately and do not accept delivery. Whenever possible, take photographs of the damage.
- 10.3. Any dates quoted for delivery of the Goods are approximate only.
- 10.4. We will not be liable for any delay in delivering the Goods, however caused.
- 10.5. The Goods may be provided in instalments.
- 10.6. Damaged and/or missing Goods/Contents should be reported to us immediately. We will not be obligated to replace any damaged or missing Goods/Contents after delivery (and/or installation) is accepted.
- 10.7. You will own and be responsible for the shipment boxes/containers which contain the Goods.
- 10.8. For Christmas deliveries, we recommend that you email us for the last date of delivery. We will endeavour to dispatch all Goods that are in stock within 24 hours. However, we cannot guarantee delivery by 24th December.

11. Training

- 11.1. With the purchase of certain Goods, training will be provided by us. This would involve demonstrations on how to use the Goods safely and correctly.
- 11.1.1. We will not be responsible for any damages caused due to trainees not following the Trainer's instructions.
- 11.1.2. An instruction manual will also usually be provided.
- 11.2. Training will usually commence on the same day as delivery and installation of the Goods.
- 11.3. The Training during delivery and installation will usually be included in the Goods price. If additional training is required, it would usually be an additional cost.
- 11.4. Certificates will be provided to trainees who complete the training to a satisfactory level.
- 11.4.1. A satisfactory level will be determined by our experienced judgment.
- 11.4.2. We reserve the right to not provide certificates for any reason. This might include not completing the training to a satisfactory level.
- 11.5. We have the right to stop/and or cancel training for any reason (e.g. rude, abusive behaviour.) with entitlement to a refund or partial refund.
- 11.6. In certain circumstances, "live training" sessions may not be possible and/or practical. Alternative methods could be used such as video calls and/or digital training videos files.

12. Risk and title

- 12.1. The Goods will be at your risk from the time of delivery.
- 12.2. Although we will endeavour to help with practical advice, you are responsible for the Goods that are used on your customers/consumers.
- 12.3. Ownership of the Goods will only pass to you when we receive full payment of all sums due in respect of them including the cost of delivery.

Return of Goods

- 12.3.1. You must return the Goods at your own risk and at your own cost unless we offer to pay the cost of return. We reserve the right, at our option, to collect the Goods from you. If we wish to collect the Goods, we will notify you of when we will collect them. We may charge you for the cost of collecting the Goods and may deduct this from any sum owed by us to you.
- 12.3.2. You must return the Goods to us in the original packaging.

Refunds on cancellation

- 12.4. Once an order has been placed by you and accepted by us; and consequently, the Goods/Services have been paid for in full, no orders may be cancelled, and no refunds will be provided.
- 12.5. **Cancelling before receiving the goods/services**
- 12.5.1. You may cancel your order for the Goods at any time prior to receiving the Goods/Services from us by notifying us of your decision to cancel.
- 12.5.2. You may notify us by sending us an email to info@nuclinicuk.com quoting your name, address, the name or a description of the Goods and your order reference number.

13. Delivery by instalments

- 13.1. The Goods may be sent to you in instalments. You may cancel the outstanding part of your order and receive a refund of the balance of the price, any VAT, and any standard delivery costs you paid to us in respect of the outstanding part of your order.

14. Warranty and Repair

- 14.1. Unless otherwise stated, the Goods are covered by our standard warranty.
- 14.2. Our standard warranty covers all parts and labour for 12 months from the delivery and/or installation date.
- 14.3. In the unlikely event that your Goods develop a fault, contact us on 01793 491755 and/or info@nuclinicuk.com.

- 14.4. Defective Goods will likely be required to be sent to our business address for inspection and/or repair using the supplied shipping case. Send to Unit 23, Central Trading Estate, Signal Way, Swindon. UK SN3 1PD.
- 14.4.1. Delivery costs to and from our business premises will be paid for by you. Delivery costs to your business address may be paid for by us as a gesture of good will.
- 14.4.2. We are not obligated to cover any costs of delivery, but we may decide to do so as a gesture of good will.
- 14.5. We will endeavour to investigate and/or repair the Goods within 10 working days. Usually, we will be able to repair the Goods within 5 working days.
- 14.6. We are not obligated to provide replacement Goods but may do so as a gesture of good will.
- 14.7. We are not liable for any loss of any kind of damage and/or any defects which has been caused by direct or indirect damage or loss whatsoever sustained or liability incurred by the Purchaser and their stakeholders.
- 14.7.1. If after receiving the Goods and investigating the issues, the fault/damage has been found to be caused by user error/fault (e.g. cause by not adhering to routine maintenance procedures or dropping the Goods). We may charge you the costs of repair
- 14.8. If you agree to pay for any Goods or Services from us but fail to do so, we may withhold warranty repair services at our discretion.
- 14.9. It is our discretion to provide extended warranties, on site services and Goods replacement options and will be decided by us on a client by client basis.
- 14.10. It is the responsibility of the Purchaser to determine as to the fitness or suitability of the goods for any particular purpose. The goods are sold without any warranty, express or implied as to their suitability for a particular purpose or condition save where the Company has given specific written advice in connection therewith.

15. Complaints If you have a comment, concern, or complaint about any Goods you have purchased from us, please contact us via email at info@nuclinicuk.com or by post at Unit 23 Central Trading Estate, Signal Way, Swindon SN3 1PD.

16. Intellectual property

- 16.1. Goods sold or licensed by us and Website content may be subject to copyright, trademark, or other intellectual property rights in favour of third parties. We acknowledge those rights.
- 16.2. The content provided by us, including content of the Website is protected by copyright (including design copyrights), trademarks, patent, database and other intellectual property rights and similar proprietary rights which include (without limitation), all rights in materials, works, techniques, computer programs, source codes, data, technical information, trading business brand names, goodwill, service marks, utility models, semi-conductor topography rights, the style or presentation of the goods or services, creations, inventions or improvements upon or additions to an invention, confidential information, know-how and any research effort relating to NU U (UK) Ltd (trading as NU U Beauty Suppliers and Clinics), moral rights and any similar rights in any country (whether registered or unregistered and including applications for and the right to apply for them in any part of the world) and you acknowledge that the intellectual property rights in the material and content supplied as part of the Website shall remain with us or our licensors.
- 16.3. You may download or copy the content and other downloadable items displayed on the Website; subject to firstly seeking permission, and the condition that the material may only be used for personal non-commercial purposes. Copying or storing the contents of the Website for other than personal use is expressly prohibited.
- 16.4. You may retrieve and display the content of the Website on a computer screen, store such content in electronic form on disk (but not any server or other storage device connected to a network) or print one copy of such content for your own personal, non-commercial use, provided you keep intact all and any copyright and proprietary notices. You may not otherwise reproduce, modify, copy or distribute or use for commercial purposes any of the materials or content on the Website.
- 16.5. You acknowledge that any other use of the material and content of this Website is strictly prohibited and you agree not to (and agree not to assist or facilitate any third party to) copy, reproduce, transmit, publish, display, distribute, commercially exploit or create derivative works from such material and content.
- 16.6. No licence is granted to you in these Conditions to use any of our trademarks or those of our affiliated companies.

17. Website use

You are permitted to use the Website and the material contained in it only as expressly authorised by us under our terms of use.

18. Liability and indemnity

- 18.1. Notwithstanding any other provision in the Conditions, nothing will affect or limit your statutory rights; or will exclude or limit our liability for:
- 18.1.1. Death or personal injury resulting from our negligence
- 18.1.2. Fraud or fraudulent misrepresentation
- 18.1.3. Action pursuant to section 2(3) of the Consumer Protection Act 1987

- 18.1.4. Any matter for which it would be unlawful for us to exclude or attempt to exclude our liability
- 18.2. The Website is provided on an 'as is' and 'as available' basis without any representation or endorsement made and we make no warranties or guarantees, whether express or implied, statutory or otherwise (unless otherwise expressly stated in these Conditions or required by law) in relation to the information, materials, content or services found or offered on the Website for any particular purpose or any transaction that may be conducted on or through the Website including but not limited to implied warranties of non-infringement, compatibility, timeliness, performance, security, accuracy, condition or completeness, or any implied warranty arising from course of dealing or usage or trade custom.
- 18.3. We will not be liable if the Website is unavailable at any time.
- 18.4. We make no representation or warranty of any kind express or implied statutory or otherwise regarding the availability of the Website or that it will be timely or error-free, that defects will be corrected, or that the Website or the server that makes it available are free of viruses or bugs.
- 18.5. We will not be responsible or liable to you for any loss of content or material uploaded or transmitted through the Website and we accept no liability of any kind for any loss or damage resulting from action taken in reliance on material or information contained on the Website.
- 18.6. We cannot guarantee and cannot be responsible for the security or privacy of the Website and any information provided by you. You must bear the risk associated with the use of the internet. In particular, we will not be liable for any damage or loss caused by a distributed denial-of-service attack, any viruses, trojans, worms, logic bombs, keystroke loggers, spyware, adware or other material which is malicious or technologically harmful that may infect your computer, peripheral computer equipment, computer programs, data or other proprietary material as a result of your use of the Website or as a result of your downloading, streaming or otherwise accessing any Digital Content supplied on the Website or from any website linked to it.
- 18.7. We will use all reasonable endeavours to carry out our obligations within a reasonable period of time but will not be liable to you for any loss, costs or expenses arising directly or indirectly from any delays in doing so.
- 18.8. We will not be liable, in contract or tort (including, without limitation, negligence), or in respect of pre-contract or other representations (other than fraudulent misrepresentations) or otherwise for:
- 18.8.1. any economic losses (including without limitation loss of revenues, profits, contracts, business or anticipated savings and any loss related to your business, the extent of which was not foreseeable at the time of the contract); or
- 18.8.2. any loss of goodwill or reputation; or
- 18.8.3. any special losses or losses not normally reasonably foreseeable at the time of the contract; or
- 18.8.4. any loss of data; or
- 18.8.5. wasted management or office time; or
- 18.8.6. any other loss or damage of any kind suffered or incurred arising out of or in connection with the provision of any matter under these Conditions and/or the Contract and/or the use of this Website or any aspect related to your agreement to purchase the Goods even if such losses are foreseeable or result from a deliberate breach of these Conditions by us that would entitle you to terminate the Contract between us or as a result of any action we have taken in response to your breach of these Conditions. Without prejudice to the terms of this clause and in the event that we are unable to rely upon it, our liability for all and any losses you suffer as a result of us breaking the Contract, whether or not deliberate, including those listed in clauses 17.8.1 to 17.8.6, is strictly limited to the total of the price of and any delivery charges you paid for the Goods.
- 18.9. You agree to fully indemnify, defend and hold us, and our officers, directors, employees and suppliers, harmless immediately on demand, from and against all claims, including but not limited to losses (including loss of profit, revenue, goodwill or reputation), costs and expenses, including reasonable administrative and legal costs, arising out of any breach of these Conditions by you, or any other liabilities arising out of your use of this Website or any other person accessing the Website using your personal information with your authority.
- 18.10. This clause does not affect your statutory rights as a consumer, nor does it affect your contractual cancellation rights.
- 19. Reviews**
- 19.1. You acknowledge that any review, feedback or rating which you leave may be published by us on the Website and you agree that it may be displayed for as long as we consider appropriate and that the content may be syndicated to our other websites, publications or marketing materials.
- 19.2. You undertake that any review, feedback, or rating that you write shall:
- 19.2.1. Comply with applicable law in the UK and the law in any country from which they are posted
- 19.2.2. Be factually accurate
- 19.2.3. Contain genuinely held opinions (where applicable)
- 19.2.4. Not contain any material which is either defamatory, threatening, obscene, abusive, offensive, hateful, inflammatory or is likely to harass, upset, annoy, alarm, embarrass or invade the privacy of, any person or be deceiving
- 19.2.5. Not promote or advocate an unlawful act or activity, discrimination, sexually explicit material or violence

- 19.2.6. Not infringe any trademark, copyright (including design rights), database right, or other intellectual property rights of any other person or breach of any legal duty you owe to a third party
- 19.2.7. Not be used to impersonate any person, or to misrepresent your identity
- 19.3. You agree to indemnify and hold us harmless against any claim or action brought by third parties, arising out of or in connection with any review, feedback or rating posted by you on the Website, including, without limitation, the violation of their privacy, defamatory statements or infringement of intellectual property rights.
- 19.4. You grant us and our affiliate companies a non-exclusive, royalty-free worldwide license to use or edit any reviews posted by you.
- 19.5. We reserve the right to publish, edit or remove any reviews without notifying you.

20. Termination

- 20.1. We reserve the right to terminate an agreement formed with you pursuant to clause 9 and to suspend or terminate your access to the Website immediately and without notice to you if:
 - 20.1.1. You fail to make any payment to us when due
 - 20.1.2. You breach these Conditions (repeatedly or otherwise)
 - 20.1.3. You are impersonating any other person or entity
 - 20.1.4. When requested by us to do so, you fail to provide us within a reasonable time with sufficient information to enable us to determine the accuracy and validity of any information supplied by you, or your identity
 - 20.1.5. We suspect you have engaged, or are about to engage, or have in anyway been involved, in fraudulent or illegal activity on the Website

21. Events outside our control

- 21.1. Except for our obligation under clause 20.6, we shall have no liability for delays or failures in delivery or performance of our obligations to you resulting from any act, event, omission, failure or accident outside of our control ('Event Outside Our Control'), which, without limitation, includes:
 - 21.1.1. A strike, lock-out or other industrial action
 - 21.1.2. Shortages of labour, fuel, power, raw materials where we could not take reasonable action to obtain alternative supplies in time to perform this contract
 - 21.1.3. Late, defective performance or non-performance by suppliers where we could not by taking reasonable action obtain alternative supplies in time to perform this contract
 - 21.1.4. Private or public telecommunication, computer network failures or breakdown of equipment
 - 21.1.5. Civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war
 - 21.1.6. Fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster or extreme weather conditions
 - 21.1.7. Impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport
 - 21.1.8. Acts, decrees, legislation, regulations or restrictions of any government
 - 21.1.9. Other events, beyond our reasonable control
- 21.2. Our performance will be deemed to be suspended for the period that the Event Outside Our Control continues, and we will have an extension of time for performance for the duration of that period. We will use reasonable endeavours to minimise any delay caused by the Event Outside Our Control or to find a solution by which our obligations may be performed despite this event. We shall promptly notify you of any Event Outside Our Control giving details of it and (where possible) the extent and likely duration of any delay.
- 21.3. Where an Event Outside Our Control prevents us from performing our obligations to you within 25 days from the date we sent you the Confirmation Notice, either you or we may terminate the Contract by giving 5 days written notice to the other.
- 21.4. The Contract will terminate 5 days after service of this written notice of termination unless you notify us in writing before the expiry of those 5 days that you will extend the time for performance of this Contract to a specified date.
- 21.5. If the Event Outside Our Control prevents us from performing our obligations to you by the date to which you specified, the contract will terminate on the date you specified.
- 21.6. If the Contract is terminated due to an Event Outside Our Control, we will refund you any money you have paid to us under the Contract.

22. Privacy policy

- 22.1. In order to monitor and improve customer service, we sometimes record telephone calls.
- 22.2. We shall be entitled to process your data in accordance with the terms of our Privacy Policy. Please view this document for further information. All information provided by you will be treated securely and in accordance with the Data Protection Act 1998 (as amended).
- 22.3. You can find full details of our Privacy Policy on the Website.

23. Third party rights

Except for our affiliates, directors, employees or representatives, a person who is not a party to the Contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the

Contract but this does not affect any right or remedy of a third party that exists or is available apart from that Act.

24. External links

- 24.1. To provide increased value and convenience to our users, we may provide links to other websites or resources for you to access at your sole discretion and risk. You acknowledge and agree that, as you have chosen to enter the linked website we are not responsible for the availability of such external sites or resources, and do not review or endorse and are not responsible or liable in any way, whether directly or indirectly, for:
- 24.1.1. The privacy practices of such websites
 - 24.1.2. The content of such websites, including (without limitation) any advertising, content, products, goods or other materials or services on or available from such websites or resources
 - 24.1.3. The use which others make of these websites; or
 - 24.1.4. Any damage, loss or offence caused or alleged to be caused to you, arising from or in connection with the use of or reliance upon any such advertising, content, products, goods, materials or services available on and/or purchased by you from such external websites or resources

25. Linking to the Website

- 25.1. You must not create a link to the Website from another website, document or any other source without first obtaining our prior written consent.
- 25.2. Any agreed link must be:
 - 25.2.1. To the Website's homepage
 - 25.2.2. Established from a website or document that is owned by you and does not contain content that is offensive, controversial, infringes any intellectual property rights or other rights of any other person or does not comply in any way with the law in the UK and the law in any country from which it is hosted
 - 25.2.3. Provided in such a way that is fair and legal and does not damage our reputation or take advantage of it
 - 25.2.4. Established in such a way that does not suggest any form of association, approval or endorsement on our part where none exists
- 25.3. We have no obligation to inform you if the address of the Website home page changes and it is your responsibility to ensure that any link you provide to our homepage is at all times accurate.
- 25.4. We reserve the right to withdraw our consent without notice and without providing any reasons for withdrawal. Upon receiving such notice you must immediately remove the link and inform us once this has been done.

26. Entire agreement

- 26.1. The Contract represents the entire agreement between us in relation to the subject matter of the Contract and supersede any prior agreement, understanding or arrangement between us, whether oral or in writing.
- 26.2. We each acknowledge that, in entering into a Contract, neither of us has relied on any express or implied representation, undertaking or promise given by the other from anything said or written in any negotiations between us prior to such Contract except as has been expressly incorporated in such Contract.
- 26.3. Neither of us shall have any remedy in respect of any untrue statement made by the other, whether orally or in writing, prior to the date of any Contract (unless such untrue statement was made fraudulently) and the other party's only remedy shall be for breach of contract as provided in these Conditions.

27. General

- 27.1. We reserve the right to change the domain address of this Website and any services, products, product prices, product specifications and availability at any time.
- 27.2. All prices and descriptions supersede all previous publications. All product descriptions are approximate.
- 27.3. Every effort is made to keep information regarding stock availability on the Website up to date. However, we do not guarantee that this is the case, or that stock will always be available.
- 27.4. If any provision of these terms and conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of the Contract and the remainder of the provision in question will not be affected.
- 27.5. All Contracts are concluded and available in English only.
- 27.6. If we fail, at any time during the term of a Contract, to insist upon strict performance of any of your obligations under it or any of these terms and conditions, or if we fail to exercise any of the rights or remedies to which we are entitled under the Contract, this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with your obligations.
- 27.7. A waiver by us of any default shall not constitute a waiver of any subsequent default.
- 27.8. No waiver by us of any of these Conditions or of any other term of a Contract shall be effective unless it is expressly stated to be a waiver and is communicated to you in writing in accordance with clause 3.
- 27.9. Any Contract between you and us is binding on you and us and on our respective successors and assigns. You may not transfer, assign, charge or otherwise dispose of the 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 during the term of the Contract.

28. Governing law and jurisdiction

- 28.1. The Website is controlled and operated in the United Kingdom.
- 28.2. The Conditions and any Contract brought into being as a result of usage of this Website will be governed by the laws of England and Wales and you irrevocably agree to submit to the exclusive jurisdiction of the courts of England and Wales.

Website - terms and conditions of use

Please read these terms and conditions carefully as they contain important information about your rights and obligations when using this website (the 'Website') and in particular clause 11.3

The Website is owned and operated by NU U U (UK) LTD ('we'/'us'/'our'), a limited company (trading as NU U Beauty Suppliers & Clinics), registered in England and Wales under company number: 07816085 having our registered office and business address is Unit 23 Central Trading Estate, Signal Way, Swindon SN3 1PD

The term 'you' refers to the user or viewer of our Website.

By browsing on or using the Website you are agreeing to comply with and be bound by these terms and conditions which, together with our privacy policy, governs our relationship with you regarding the use of our Website.

1. Access

1.1. You will be able to access parts of the Website without having to register any details with us. However, from time to time certain areas of this Website may be accessible only if you are a registered user.

1.2. You are responsible for making all arrangements necessary for you to have access to our Website. You are also responsible for ensuring that all persons who access our Website through your internet connection are aware of these terms, and that they comply with them.

1.3. We make reasonable efforts to ensure that this Website is available to view and use 24 hours a day throughout each year however, this is not guaranteed. The Website may be temporarily unavailable at any time because of server or systems failure or other technical issues; reasons that are beyond our control; required updating, maintenance or repair.

1.4. Where possible we will try to give you advance warning of maintenance issues but shall not be obliged to do so.

2. Registering on this Website

2.1. When registering on the Website you must choose a username and password. You are responsible for all actions taken under your chosen username and password.

2.2. By registering on the Website you undertake:

2.2.1. That all the details you provide to us for the purpose of registering on the Website are true, accurate, current and complete in all respects

2.2.2. You will notify us immediately of any changes to the information provided on registration

2.2.3. You are over 18 or if under 18 you have a parent or guardian's permission to register with the Website in conjunction with and under their supervision

2.2.4. To only use the Website using your own username and password

2.2.5. To make every effort to keep your password safe

2.2.6. Not to disclose your password to anyone

2.2.7. To change your password immediately upon discovering that it has been compromised

2.2.8. To neither transfer or sell your username or password to anyone, nor permit, either directly or indirectly, anyone other than you to use them

2.3. You authorise us to transmit your name, address and other personal information supplied by you (included updated information) to obtain information from third parties about you, including, but not limited to, credit reports and so that we may authenticate your identity.

3. Eligibility to purchase from the Website

3.1. To be eligible to purchase the Goods on this Website and lawfully enter into and form contracts with us, you must:

3.1.1. Be 18 years of age or over

3.1.2. Be legally capable of entering into a binding contract

3.1.3. Provide full details of a delivery address in the United Kingdom

3.2. If you are under 18, you may only use the Website in conjunction with, and under the supervision of, a parent or guardian. If you do not qualify, you must not use our Website.

4. Intellectual property

4.1. The content of the Website is protected by copyright (including design copyrights), trademarks, patent, database and other intellectual property rights and similar proprietary rights which include, (without limitation), all rights in materials, works, techniques, computer programs, source codes, data, technical information, trading business brand names, goodwill, service marks utility models, semi-conductor topography rights, the style or presentation of the goods or services, creations, inventions or improvements upon or additions to an invention, confidential information, know-how

and any research effort relating to NU U Beauty Technologies Ltd (trading as NU Goods), moral rights and any similar rights in any country (whether registered or unregistered and including applications for and the right to apply for them in any part of the world).

- 4.2. You acknowledge that the intellectual property rights in the material and content supplied as part of the Website shall remain with us or our licensors.
- 4.3. You may download or copy the content and other downloadable items displayed on the Website subject to the condition that the material may only be used for personal non-commercial purposes. Copying or storing the contents of the Website for other than personal use is expressly prohibited.
- 4.4. You may retrieve and display the content of the Website on a computer screen, store such content in electronic form on disk (but not any server or other storage device connected to a network) or print one copy of such content for your own personal, non-commercial use, provided you keep intact all and any copyright and proprietary notices.
- 4.5. You may not otherwise reproduce, modify, copy, or distribute or use for commercial purposes any of the materials or content on the Website.
- 4.6. You acknowledge that any other use of the material and content of this Website is strictly prohibited and you agree not to (and agree not to assist or facilitate any third party to) copy, reproduce, transmit, publish, display, distribute, commercially exploit or create derivative works from such material and content.
- 4.7. No licence is granted to you to use any of our trademarks or those of our affiliated companies.

5. Disclaimer

- 5.1. It shall be your responsibility to ensure that any products, services, or information available through the Website meet your specific requirements.
- 5.2. We will not be liable to you if the Website is unavailable at any time.
- 5.3. We attempt to ensure that the information available on the Website at any time is accurate. However, we do not guarantee the accuracy or completeness of material on this Website. We use all reasonable endeavours to correct errors and omissions as quickly as practicable after becoming aware or being notified of them. We make no commitment to ensure that such material is correct or up to date.
- 5.4. All drawings, images, descriptive matter and specifications on the Website are for the sole purpose of giving an approximate description for your general information only and should be used only as a guide.
- 5.5. Any prices and offers are only valid at the time they are published on the Website.
- 5.6. All prices and descriptions supersede all previous publications.
- 5.7. Every effort is made to keep information regarding stock availability on the Website up to date. However, we do not guarantee that this is the case, or that stock will always be available.
- 5.8. The Website is provided on an 'as is' and 'as available' basis without any representation or endorsement made and we make no warranties or guarantees, whether express or implied, statutory or otherwise (unless otherwise expressly stated in these terms and conditions or required by law) in relation to the information, materials, content or services found or offered on the Website for any particular purpose or any transaction that may be conducted on or through the Website including but not limited to, implied warranties of non-infringement, compatibility, timeliness, performance, security, accuracy, condition or completeness, or any implied warranty arising from course of dealing or usage or trade custom.
- 5.9. We make no representation or warranty of any kind express or implied statutory or otherwise regarding the availability of the Website or that it will be timely or error-free, that defects will be corrected, or that the Website or the server that makes it available are free of viruses or bugs.
- 5.10. We will not be responsible or liable to you for any loss of content or material uploaded or transmitted through the Website and we accept no liability of any kind for any loss or damage from action taken in reliance on material or information contained on the Website.
- 5.11. We cannot guarantee and cannot be responsible for the security or privacy of the Website and any information provided by you.
- 5.12. You must bear the risk associated with the use of the internet. In particular, we will not be liable for any damage or loss caused by a distributed denial-of-service attack, any viruses, trojans, worms, logic bombs, keystroke loggers, spyware, adware or other material which is malicious or technologically harmful that may infect your computer, peripheral computer equipment, computer programs, data or other proprietary material as a result of your use of the Website or you downloading any material posted or sold on the Website or from any website linked to it.
- 5.13. We reserve the right to disclose such information to law enforcement authorities as we reasonably feel is necessary should you breach this agreement.

6. Use of the Website

- 6.1. You are permitted to use the Website and the material contained in it only as expressly authorised by us and in accordance with these terms and conditions, as may be amended from time to time without notice to you.
- 6.2. We provide access and use of the Website on the basis that we exclude all representations, warranties and conditions to the maximum extent permitted by law.

6.3. We reserve the right to:

- 6.3.1. Make changes to the information or materials on this Website at any time and without notice to you.
 - 6.3.2. Temporarily or permanently change, suspend or discontinue any aspect of the Website, including the availability of any features, information, database or content or restrict access to parts of or the entire Website without notice or liability to you or any third party.
 - 6.3.3. Refuse to post material on the Website or to remove material already posted on the Website
- 6.4. You may not use the Website for any of the following purposes:
- 6.4.1. Disseminating any unlawful, harassing, libellous, abusive, threatening, harmful, vulgar, obscene, or otherwise objectionable material
 - 6.4.2. Transmitting material that encourages conduct that constitutes a criminal offence, results in civil liability or otherwise
 - 6.4.3. Breaching any applicable local, national or international laws, regulations or code of practice
 - 6.4.4. Gaining unauthorised access to other computer systems
 - 6.4.5. Interfering with any other person's use or enjoyment of the Website
 - 6.4.6. Breaching any laws concerning the use of public telecommunications networks
 - 6.4.7. Interfering with, disrupting or damaging networks or websites connected to the Website
 - 6.4.8. Utilisation of data mining, robots or similar data gathering and extraction tools to extract (whether once or many times) for re-utilisation of any substantial parts of the Website
 - 6.4.9. To transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation
 - 6.4.10. To create and/or publish your own database that features all or substantial parts of the Website
 - 6.4.11. Making, transmitting or storing electronic copies of materials protected by copyright without the prior permission of the owner

6.5. In addition, you must not:

- 6.5.1. Knowingly introduce viruses, trojans, worms, logic bombs, keystroke loggers, spyware, adware or other material which is malicious or technologically harmful to the Website
- 6.5.2. Attempt to gain unauthorised access to the Website, the server on which the Website is stored or any server, computer or database connected to it
- 6.5.3. Attack the Website via a denial-of-service attack or a distributed denial-of service attack
- 6.5.4. Damage or disrupt any part of the Website, any equipment or network on which the Website is stored or any software used for the provision of the Website

6.6. A breach of this clause may be a criminal offence under the Computer Misuse Act 1990. We may report any such breach to the relevant law enforcement authorities and disclose your identity to them. In the event of such a breach, your right to use the Website will cease immediately.

7. Suspending or terminating your access

- 7.1. We reserve the right to terminate or suspend your access to the Website immediately and without notice to you if:
- 7.1.1. You fail to make any payment to us when due
 - 7.1.2. You breach the terms of these terms and conditions (repeatedly or otherwise)
 - 7.1.3. You are impersonating any other person or entity
 - 7.1.4. When requested by us to do so, you fail to provide us within a reasonable time with sufficient information to enable us to determine the accuracy and validity of any information supplied by you, or your identity
 - 7.1.5. We suspect you have engaged, or about to engage, or have in anyway been involved, in fraudulent or illegal activity on the Website

8. Reviews

8.1. You acknowledge that any review, feedback or rating which you leave may be published by us on the Website and you agree that it may be displayed for as long as we consider appropriate and that the content may be syndicated to our other websites, publications or marketing materials.

8.2. You undertake that any review, feedback or rating that you write shall:

- 8.2.1. Comply with applicable law in the UK and the law in any country from which they are posted
- 8.2.2. Be factually accurate
- 8.2.3. Contain genuinely held opinions (where applicable)
- 8.2.4. Not contain any material which is either defamatory, threatening, obscene, abusive, offensive, hateful, inflammatory or is likely to harass, upset, annoy, alarm, embarrass or invade the privacy of, any person or be deceiving
- 8.2.5. Not promote or advocate an unlawful act or activity, discrimination, sexually explicit material or violence
- 8.2.6. Not infringe any trademark, copyright (including design rights), database right, or other intellectual property rights of any other person or breach any legal duty you owe to a third party
- 8.2.7. Not be used to impersonate any person, or to misrepresent your identity

8.3. You agree to indemnify and hold us harmless against any claim or action brought by third parties, arising out of or in connection with any review, feedback or rating posted by you on the Website, including, without limitation, the violation of their privacy, defamatory statements or infringement of intellectual property rights.

8.4. You grant us and our affiliate companies a non-exclusive, royalty-free worldwide license to use or edit any reviews posted by you.

8.5. We reserve the right to publish, edit or remove any reviews without notifying you.

9. Linking to the Website

9.1. You must not create a link to the Website from another website, document or any other source without first obtaining our prior written consent.

9.2. Any agreed link must be:

9.2.1. To the Website's homepage

9.2.2. Established from a website or document that is owned by you and does not contain content that is offensive, controversial, infringes any intellectual property rights or other rights of any other person or does not comply in any way with the law in the UK and the law in any country from which they are hosted

9.2.3. Provided in such a way that is fair and legal and does not damage our reputation or take advantage of it

9.2.4. Established in such a way that does not suggest any form of association, approval or endorsement on our part where none exists

9.3. We have no obligation to inform you if the address of the Website home page changes and it is your responsibility to ensure that any link you provide to our homepage is at all times accurate.

9.4. We reserve the right to withdraw our consent without notice and without providing any reasons for withdrawal. Upon receiving such notice, you must immediately remove the link and inform us once this has been done.

10. External links

10.1. To provide increased value and convenience to our users, we may provide links to other websites or resources for you to access at your sole discretion and risk. You acknowledge and agree that, as you have chosen to enter the linked website we are not responsible for the availability of such external sites or resources, and do not review or endorse and are not responsible or liable in any way, whether directly or indirectly, for:

10.1.1. The privacy practices of such websites

10.1.2. The content of such websites, including (without limitation) any advertising, content, products, goods or other materials or services on or available from such websites or resources

10.1.3. The use which others make of these websites

10.1.4. Any damage, loss or offence caused or alleged to be caused to you, arising from or in connection with the use of or reliance upon any such advertising, content, products, goods, materials or services available on and/or purchased by you from such external websites or resources.

11. Limitation of liability and indemnity

11.1. Notwithstanding any other provision in these terms and conditions, nothing will affect or limit your statutory rights; or will exclude or limit our liability for:

11.1.1. Death or personal injury resulting from our negligence

11.1.2. Fraud or fraudulent misrepresentation

11.1.3. Action pursuant to section 2(3) of the Consumer Protection Act 1987

11.1.4. Any matter for which it would be unlawful for us to exclude or attempt to exclude our liability

11.2. We will not be liable, in contract or tort (including, without limitation, negligence), or in respect of pre-contract or other representations (other than fraudulent or negligent misrepresentations) or otherwise for the below mentioned losses which you have suffered or incurred arising out of or in connection with the provision of any matter in these terms and conditions even if such losses are foreseeable or result from a deliberate breach by us or as a result of any action we have taken in response to your breach:

11.2.1. Any economic losses (including without limitation loss of revenues, profits, contracts, business or anticipated savings)

11.2.2. Any loss of goodwill or reputation; or

11.2.3. Any special or indirect losses; or

11.2.4. Any loss of data

11.2.5. Wasted management or office time

11.2.6. Any other loss or damage of any kind

11.3. You agree to fully indemnify, defend and hold us, and our officers, directors, employees and suppliers, harmless immediately on demand, from and against all claims, including but not limited to losses (including loss of profit, revenue, goodwill or reputation), costs and expenses, including reasonable administrative and legal costs, arising out of any breach of these terms and conditions by you, or any other liabilities arising out of your use of this Website or any other person accessing the Website using your personal information with your authority.

11.4. This clause does not affect your statutory rights as a consumer.

12. General

- 12.1. We reserve the right to change the domain address of this Website and any services, products, product prices, product specifications and availability at any time.
- 12.2. If any provision of these terms and conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions in these terms and conditions and the remainder of the provision in question will not be affected.
- 12.3. All Contracts are concluded and available in English only.
- 12.4. If we fail, at any time to insist upon strict performance of any of your obligations under these terms and conditions, or if we fail to exercise any of the rights or remedies to which we are entitled under these terms and conditions, it shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with your obligations.
- 12.5. A waiver by us of any default shall not constitute a waiver of any subsequent default.
- 12.6. No waiver by us of any of these terms and conditions shall be effective unless it is expressly stated to be a waiver and is communicated to you in writing.

13. Governing law and jurisdiction

- 13.1. The Website is controlled and operated in the United Kingdom.
- 13.2. These terms and conditions will be governed by the laws of England and Wales and you irrevocably agree to submit to the exclusive jurisdiction of the courts of England and Wales.