



## **1. Essential Gains - Terms and Conditions**

Essential Gains is the intellectual property of the Essential Gains Brand  
VAT No. 314 3434 36 registered at Essential Gains, PO Box 848, Godalming, GU8 4WN.

The material on the Web Site is copyright to Essential Gains. We strictly prohibit the use of content for any purposes or re-publication.

## **2. Contact**

Contacting us:

You may contact us by writing to Essential Gains, PO Box 848, Godalming, GU8 4WN or by emailing [enquiries@essentialgains.co.uk](mailto:enquiries@essentialgains.co.uk).

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.

## **3. General**

[www.essentialgains.co.uk](http://www.essentialgains.co.uk) ("Website") is intended only for consumers wishing to order [www.essentialgains.co.uk](http://www.essentialgains.co.uk) ("Products"). The Terms and Conditions under which the Products are offered for sale on this Website are set out below. By placing an order on the Website you accept and agree to be bound by these Terms and Conditions. Essentialgains.co.uk reserves the right to change these Terms and Conditions at any time without prior notice. Such change however will have no effect on orders that were submitted before posting of such revised Terms and Conditions on this Website. You should check this page regularly to take notice of any changes made to the Terms and Conditions.

## **4. The Seller**

The Seller is Essential Gains registered in England at Companies House with the company number 11804966.

## **5. Terms of Sale**

Terms apply to goods ordered via the Internet. By placing an order, you are offering to purchase a product on and subject to the following Terms and Conditions. All orders are subject to availability and confirmation of the order price.

Dispatch times may vary according to availability and any guarantees or representations made as to delivery times are limited to mainland UK and subject to any delays resulting from postal delays.

We take payment from your card when we process your order and have checked your card details. Goods are subject to availability. If we are unable to supply the goods, we will inform you of this as soon as possible. A full refund will be given if you have already paid for the goods.

If essentialgains.co.uk accepts your order, we will notify you of our acceptance by issuing an order confirmation. Essentialgains.co.uk will send your order confirmation to you by e-mail. The order confirmation will be effective as of the date on which the order confirmation is sent to you. If we cannot accept your order, we will attempt to contact you by email or telephone. On-screen display of the designs, colours, products may differ from the actual size or appearance offered on the Website. Essential Gains will, subject to these Terms and Conditions, supply to you the Products indicated on your order confirmation.

We will send you an order acknowledgment e-mail, provided that you enter a correct e-mail address. This is not order confirmation or order acceptance from us. A contract between us will not be formed until we send you confirmation by e-mail that the goods that you ordered have been dispatched to the address you have given to us, even though we may already have debited your card or sent you acknowledging emails.

The goods will be sent to the address provided. We cannot accept responsibility for an incorrect address provided at the point of ordering. If you notice you have made an error when the delivery address has been filled in, please contact us as soon as possible. We will do our best to make the amendments requested before the order is dispatched, however, we are unable to guarantee these will be made before the fulfilment of the order.

If we are unable to accept your order, we will inform you of this and will refund you for the product. This might be because the product is out of stock, because of unexpected limits on our resources which we could not reasonably plan for, because we have identified an error in the price or description of the product, because we have withdrawn the product, or because we are unable to meet a delivery deadline you have specified.

Orders submitted by you are binding on you and cannot be cancelled/amended after order submission.

## **6. Description of Products**

We may correct any error appearing on the Web Site or withdraw any product from sale without incurring liability. Price and availability are also subject to change without notice.

## **7. Pricing and Availability**

You will be charged the current price for buying goods from our website at the date you place your order. All prices are displayed on our website and are inclusive of VAT. We reserve the right to amend prices if there is a change in the rate of VAT.

Whilst we try and ensure that all details, descriptions and prices, which appear on this website, are accurate, errors may occur. If we discover an error in the price of any goods that you have ordered, we will inform you of this as soon as possible and give you the option of reconfirming your order at the correct price or cancelling it.

If we are unable to contact you we will treat the order as cancelled. If you cancel and you have already paid for the goods, you will receive a full refund.

Delivery costs will be applied at the checkout (plus VAT).

## **8. Payment**

We accept payment via all major debit or credit card providers or via PayPal. Payment will be debited and cleared from your account before the dispatch of your goods or provision of the service to you.

## **9. Delivery**

You will assume the risk for the products once they have been delivered to the delivery address which you specified when ordering the products. We accept no liability where you provide an incorrect delivery address or where you fail to collect the products from the delivery address which you specified.

All ownership, title and risk in the products will pass to you immediately at the point and time at which such products are delivered to the address provided by you at the point of order.

## **10. UK:**

All mainland UK orders Monday-Friday before 3pm will be processed and dispatched on the same day. Orders after 3pm on a Friday will be dispatched on the following Monday.

## **11. Outside of the UK:**

For international orders we ship in accordance with clause No. 10 above and expect deliveries to arrive within five-seven working days. This varies from country to country.

## **12. Products sold to you by Essential Gains are for your own lawful use.**

By purchasing products from Essential Gains you warrant that:

- a. the products will not be put to any unlawful use, or otherwise used in breach of any health or safety guidance or warning supplied in relation to them; and
- b. you will not supply the products to any third party for unlawful use or purposes.

## **13. We are not liable for business losses:**

We only supply the products for domestic and private use. If you use the products for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

## **14. Returns**

In order for the items to be refunded or exchanged the goods must be received in an unused, un-damaged, un-opened condition, and in original packaging. Only one return/refund can be made per purchase. If you accept an exchange, this cannot later be refunded.

The goods are your responsibility until they return to Essential Gains. You will be liable to pay the cost of returning unwanted goods back to us. For your protection, we recommend you use a postal service that insures you for the value of the goods you are returning.

If a product was supplied in error, is incomplete or faulty and you believe that you are entitled to a replacement or repair please contact [enquiries@essentialgains.co.uk](mailto:enquiries@essentialgains.co.uk).

## **15. How we may use your personal information**

We may use your personal information in accordance with our Privacy Policy which can viewed at the bottom of the homepage on our website.