Terms & Conditions

The following terms and conditions apply to all orders for the purchase of goods from Energy for Health Ltd. In these terms and conditions references to "We/our/us" refer to Energy for Health Ltd. By placing an order for goods, you are deemed to have accepted these terms and conditions. If you do not agree to these terms and conditions then you should not place any order.

1. The goods being made available by Energy for Health Ltd may (subject to the terms hereof) be purchased by cheque and by way of credit/debit card by residents of the United Kingdom; and for non-UK residents by way of credit/debit card. The goods advertised for sale by us are goods that you may offer to purchase.

2. For orders made from the UK or other EU countries, local VAT rates apply. For non-EU country orders, all local VAT, duties and sales taxes due on importation are the responsibility of the customer.

3. No agreement for the sale of those goods hereunder shall be considered completed until such time as we have accepted your offer to purchase them. The only way in which we will be deemed to have accepted your offer to purchase such goods is by processing your credit/debit card in order to charge your card or debit your account or by cashing your cheque.

4. All orders for goods are subject to availability. We reserve the right to withdraw at any time any goods advertised for sale. It is not always possible for us to inform you at the time you place your order whether the goods you want are still available for purchase.

5. When you place an order for payment by credit/debit card we will accept the completed order form. That, or our acceptance of a postal form for sales to be paid by cheque, does not constitute our agreement to sell you the goods or services you have ordered. We shall have the right in our discretion and without reason to decline or cancel your order at any time before and without charging your card or debiting your account or cashing your cheque.

6. Once we charge your card/debit your account or cash your cheque we shall be considered to have accepted your order.

7. We endeavour to dispatch orders within 14 days of receiving your order (or by such delivery date as is informed to you when you place your order) but this may be delayed if it is out of stock. You should note that the carriage of the goods is not handled by Energy for Health Ltd so we are unable to handle queries as to the status of their delivery to you. However, if your goods fail to arrive within 21 days of our accepting your order you should contact us by email at info@surgeofchi.com or by fax or letter.

8. The prices quoted by us may vary from time to time and whilst we will make every effort to ensure that the information is current it may be that between receiving your order and us accepting it the price changes. In that event we will endeavour to contact you to see if you still wish us to process your order at the revised price. Alternatively, in our discretion we shall have the right not to accept your order but to cancel it.

9. If for any reason, having accepted your order by charging your card/debiting your account/cashing your cheque, we are unable to fulfil your order, we will notify you accordingly and arrange for a full refund of the purchase price of the goods that we were unable to supply. You agree that Energy for Health Ltd's total liability and your remedies in such a case will be limited to payment of that refund. No interest shall in any event be payable on any amounts owing or re-paid.

10. In the event that you are unhappy with the condition of the product upon delivery to you, you must let us know by e-mail, fax or Recorded Delivery letter within seven days of receipt of the goods. Complaints in any other form or after that time may not be responded to. You can contact us by e-mail at info@surgeofchi.com, by fax at 08700 940 665, and by Recorded Delivery letter to 57 Middle Street, Stroud, Glos. GL5 1DZ. All correspondence must be accompanied by the correct invoice and shipping numbers.

11. If your goods arrive in a faulty or damaged condition then Energy for Health Ltd will arrange for a replacement of the damaged/faulty goods to be sent to you free of charge (subject to the other terms of this agreement) but only if you comply with the following conditions: (i) you must already have paid for the goods complained of; (ii) you must inform us by in writing as above of your complaint within seven days of your receipt of the damaged goods; (iii) you must return the goods complained of to reach us within 14 days of the date of receipt by you; (iv) we must be satisfied that the goods were faulty when dispatched or damaged in transit; (v) the post and packaging costs of returning the goods to us must be pre-paid by you.

12. If for any reason the full post and packaging cost of returning the goods is not pre-paid by you we shall have the right in our discretion to (i) return the package to you at your cost without paying any postage and packaging (which shall be your responsibility); or (ii) when returning or replacing the goods to recover from you the unpaid cost of postage and packaging (and if permitted charge your card or debit your account accordingly); or (iii) send to you a cheque in full refund of the price paid by you for the returned goods less the cost of return postage and packaging that you failed to pay.

13. Energy for Health Ltd has taken all reasonable care in the preparation of the content of our brochures, fact sheets, web site and other materials to the extent permitted by applicable law. Energy for Health Ltd disclaims all warranties, express or implied, as to the accuracy of the information contained in any of these materials.

14. Energy for Health Ltd makes no representations or warranties as to the quality or fitness of the goods supplied except as specifically stated in the Manufacturers' Warranty and hereby excludes all such implied terms, representations and warranties to the fullest extent permitted by law.

15. Energy for Health Ltd hereby excludes to the fullest extent permitted by law liability for any and all loss, damage or injury arising from this product including consequential loss, economic loss and loss of profits regardless of whether such losses are foreseeable and whether or not caused by its negligence save that nothing in this agreement shall limit the liabilities of Energy for Health Ltd for acts of fraud committed by Energy for Health Ltd. In any event any liability in respect of loss, damage or injury to this product or other property shall be limited to the replacement costs of this product except to the extent that such limitation is not permitted by law.

16. Energy for Health Ltd expressly excludes all civil (but not criminal) liability in respect of incorrect pricing and labelling to the fullest extent permitted by law.

17. Energy for Health Ltd shall not be liable for any loss suffered or incurred by you as a result of the failure or inability to perform or delay in performing under this agreement by reason of an act of God, fire, flood, strike, lock-out or other industrial dispute, explosion, sabotage, war, riot, civil commotion, postal delay, communication failure, law, order or regulation or any other unexpected or exceptional cause or circumstance beyond our control.

18. The invalidity or unenforceability for any reason of any part of this agreement will not prejudice or affect the validity or enforceability of the remainder.

19. All contracts for the sale of goods by Energy for Health Ltd shall be exclusively subject to, governed by, construed and interpreted in accordance with English law and the courts of England and Wales shall have exclusive jurisdiction in respect of them and any disputes or claims arising out of or in connection with them.

20. Nothing in this agreement shall affect your statutory rights.