

Terms and Conditions for the Supply of Goods through a website

Supplier: New Vistas Healthcare Ltd, 7 Plassey Park, Limerick

Information on the Website

The information provided on this website does not seek to diagnose disease, or to replace medical advice. Proper medical advice should be sought in the first instance and the information on this site should not be used to self-diagnose. Please exercise caution when taking nutritional supplements and herbal remedies. If the products you wish to purchase have been recommended by your practitioner, it is important to disclose your full medical history and current medication details to avoid potential contra-indications to your practitioner. If you are taking medication of any kind, or have a diagnosed medical condition, please ask your Doctor or Pharmacist for advice before you purchase any products from this website.

It is important that you read and understand the packaging/label of any product purchased from us before you consume. Products on this site are not to be purchased to cure or treat any disease or ailment.

You are connected to the User Agreement for New Vistas Healthcare Ltd, 7 Plassey Park, Limerick an on-line shopping facility operated by New Vistas.

1. The Contract between us:

1. Terms of Sale. The display of goods on this website does not constitute an offer to sell them as described, or to sell any goods at all. By clicking to place an order, you are making an offer to buy which incorporates these terms. If we elect to accept your offer, you will receive an order confirmation. We reserve the right to decline any order, without giving a reason.
2. Orders. Orders are only binding when the order confirmation is received. You should check the order confirmation and notify us of any mistake by email immediately, otherwise the details stated in the order confirmation will apply to the Contract.
3. We must receive payment of the whole of the price for the goods that you order before your order can be accepted. Once payment has been received by us we will confirm that your order has been accepted by sending an e-mail to you at the e-mail address you provide in your order form. Our acceptance of your order brings into existence a legally binding contract between us.

Only adults (that is, those aged 18 and over) are entitled to enter into legally binding contracts and as a result are the only people entitled to transact through this site. **Any other individuals who are unable to perform legally binding contracts are prohibited from ordering goods using this site. If you do not qualify DO NOT use this site.** By ordering on this website you are making a statement, upon which we are entitled to rely, that you are aged 18 years or older and capable of forming a legally binding contract.

2. Price

1. The prices payable for goods that you order are as set out in our website.
2. All of our charges are in Euro - any other currency displayed on the site is for comparison only. You will be billed in Euros. Please note if you are paying by credit card that any that any currency fluctuations and credit card charges may make a difference to the amount billed on your credit card. We do not raise a separate credit card transaction charge.
3. You will be required to pay extra for delivery and it might not be possible for us to deliver to some locations. Our delivery charges are set out in our website. If given a choice, please choose a delivery

service product that gives appropriate levels of insurance for the goods you order, in order to recompense yourself in the event of loss after dispatch.

3. Right for you to cancel your contract

1. You may cancel your contract with us for the goods you order at any time up to the end of the seventh working day from the date you receive the ordered goods. You do not need to give us any reason for cancelling your contract nor will you have to pay any penalty.
2. To cancel your contract you must notify us by e-mail to our e-mail address.
3. If you have received the goods before you cancel your contract then you must send the goods back to our contact address at your own cost and risk. If you cancel your contract but we have already processed the goods for delivery you must not unpack the goods when they are received by you and you must send the goods back to us at our contact address at your own cost and risk as soon as possible.
4. Once you have notified us that you are cancelling your contract, any sum debited to us from your credit card will be re-credited to your account as soon as possible and in any event within 30 days of your cancellation **PROVIDED THAT** the goods in question are returned by you and received by us in the condition (including the packaging) they were in when delivered to you. If you do not return the goods delivered to you or do not pay the costs of delivery, we shall be entitled to deduct the direct costs of recovering the goods from the amount to be re-credited to you.

4. Cancellation by us

1. We reserve the right to cancel the contract between us if:
 1. we have insufficient stock to deliver the goods you have ordered;
 2. we do not deliver to your area; or
 3. one or more of the goods you ordered was listed at an incorrect price due to a typographical error or an error in the pricing information received by us from our suppliers
2. If we do cancel your contract we will notify you by e-mail and will re-credit to your account any sum deducted by us from your credit card as soon as possible but in any event within 30 days of your order. We will not be obliged to offer any additional compensation for disappointment suffered.

5. Delivery of goods to you

1. We will deliver the goods ordered by you to the address you give us for delivery at the time you make your order. It is your responsibility to ensure that the delivery address you give us is correct and accurate
2. Delivery will be made as soon as possible after your order is accepted and in any event within 30 days of your order.
3. You will become the owner of the goods you have ordered when they have been dispatched to you. Once goods have been delivered to you they will be held at your own risk and we will not be liable for their loss or destruction.
4. We make no promise that materials on the Site are appropriate or available for use in locations outside Ireland, and accessing the Site from territories where its contents are illegal or unlawful is prohibited. If you choose to access this site from locations outside Ireland you do so on your own initiative and are responsible for compliance with local laws. We are not responsible or liable for any breach by you of local laws.

If you order goods to be delivered to any other country except The Republic of Ireland, these goods may be subject to import taxes or duties in your country of residence. These charges are your responsibility and we cannot be held liable for any charges incurred.
5. If your order is returned back to us because the courier or postal service could not complete the delivery to you for whatever reason, then you will be responsible for the repeat and /or return delivery costs.

6. Liability

1. If the goods we deliver are not what you ordered or are damaged or defective or the delivery is of an incorrect quantity, we shall have no liability to you unless you notify us by e-mail of the problem within 7 working days of the delivery of the goods in question.
2. If you do not receive goods ordered by you within 30 days of the date on which you ordered them, we shall have no liability to you unless you notify us by e-mail at our contact address of the problem within 37 days of the date on which you ordered the goods.

If you notify a problem to us under this condition, our only obligation will be, at your option:

1. to make good any shortage or non-delivery.
 2. to replace any goods that are damaged or defective; or
 3. to refund to you the amount paid by you for the goods in question in whatever way we choose.
 4. If the goods have been lost by the courier or An Post then the limits of liability for that loss may be restricted to the level of cover within the delivery service option you chose. You become the owner of the goods once they have been dispatched to you.
3. Save as precluded by law, we will not be liable to you for any indirect or consequential loss, damage or expenses (including loss of profits, business or goodwill) howsoever arising out of any problem you notify to us under this condition and we shall have no liability to pay any money to you by way of compensation other than to refund to you the amount paid by you for the goods in question under clause 6.2.3 above.
 4. You must observe and comply with all applicable regulations and legislation, including obtaining all necessary customs, import or other permits to purchase goods from our site. The importation or exportation of certain of our goods to you may be prohibited by certain national laws. We make no representation and accept no liability in respect of the export or import of the goods you purchase.
 5. Notwithstanding the foregoing, nothing in these terms and conditions is intended to limit any rights you might have as a consumer under applicable local law or other statutory rights that may not be excluded nor in any way to exclude or limit our liability to you for any death or personal injury resulting from our negligence.
 6. We are not and cannot be held responsible for any delays once the goods have left us and are in possession of the courier or An Post. Please make sure that you choose a service that has sufficient loss of damage cover for the value of product you are ordering.

7. Notices

Unless otherwise expressly stated in these terms and conditions, all notices from you to us must be in writing and sent by e-mail to our contact address at info@newvistashhealthcare.com and all notices from us to you will be displayed on our website from to time.

8. Events beyond our control

We shall have no liability to you for any failure to deliver goods you have ordered or any delay in doing so or for any damage or defect to goods delivered that is caused by any event or circumstance beyond our control including, without limitation, strikes, lockouts and other industrial disputes, breakdown of systems or network access, flood, fire, explosion or accident.

9. Third Party Rights

Except for our affiliates, directors, employees or representatives, a person who is not a party to this agreement has no right to enforce any term of this agreement but this does not affect any right or remedy of a third party that exists.

10. Governing Law

Each and every transaction carried out is deemed to be completed within The Republic of Ireland (and therefore shall be governed by and interpreted in accordance with Irish Law). The terms of this contract (and any dispute, controversy, proceedings or claims of whatever nature in relation to them) shall be governed and interpreted in accordance with Irish Law and the Irish Courts shall have exclusive jurisdiction in relation thereto.

11. Entire Agreement

1. These terms and conditions, together with our current website prices, delivery details, contact details and privacy policy, set out the whole of our agreement relating to the supply of the goods to you by us. Nothing said by any sales person on our behalf should be understood as a variation of these terms and conditions or as an authorised representation about the nature or quality of any goods offered for sale by us. Save for fraud or fraudulent misrepresentation, we shall have no liability for any such representation being untrue or misleading.
2. We make no representations or warranties about the accuracy completeness or suitability for any purpose of the information and related graphics published on our website. From time to time our site may contain technical inaccuracies or typographical errors. All liability of New Vistas Healthcare Ltd howsoever arising for any such inaccuracies or errors is expressly excluded to the fullest extent permitted by law.
3. Notwithstanding the foregoing, nothing in these terms and conditions is intended to limit any rights you may have as a consumer under applicable local law or other statutory rights that may not be excluded nor in any way to exclude or limit our liability to you for any death or personal injury resulting from our negligence.

12. Trade Marks

New Vistas Healthcare Ltd is the operator of www.newvistashealthcare.com. All trademarks, product names and company names or logos sited herein are the property of their respective owners. No permission is given by New Vistas in respect of the use of any such brand names, product names or titles or copyrights and such use may constitute an infringement of the owners' rights.

13. Events Beyond our Control

New Vistas Healthcare will not be in breach of this Agreement or otherwise liable for any delay in performance if to the extent that any delay or failure is due to circumstances beyond its reasonable control including, without limitation, strikes, lockouts and other industrial disputes, break down of systems or network access, flood, fire, explosion or accident.

14. Invalidity

If any part of the terms of this charter are unenforceable (including any provision in which we exclude our liability to you) the enforceability of any other part of these conditions will not be affected.