

Terms and Conditions

1

These terms and conditions set out the basis on which you can visit and use our website and apply to all transactions on our websites www.incoshop.co.uk, www.incostress.com, www.candgmedicare.com. Please read them carefully.

1a

By using this site you agree to be bound by the terms and conditions set out below. If you do not wish to be bound by these terms and conditions you must not use or access our website. We may require you to confirm your explicit acceptance of these terms when you place any orders. If you fail to provide explicit acceptance you will not be able to place an order.

1b

We may change our terms & conditions, the content of the website or withdraw products from our website at any time. Any changes will take place on the date that they are posted onto the site. Your continued use of our website shall be deemed as acceptance of such changes.

2.

Welcome

This site is owned by C&G Medicare Limited, a company registered in England and Wales with company number 05949325, whose trading office is :

C&G Medicare Ltd

1st GB Logistics- Unit 1 Bay Studios

Bay Business Park

Fabian Way - Ffordd Amazon

Crymlyn Burrows

Swansea

SA1 8QB

United Kingdom

Our VAT registration number is GB885 5503 90.

2a

Correspondance: Please send a letters of correspondance to our administration officer:

C&G Medicare Ltd

1st GB Logistics- Unit 1 Bay Studios

Bay Business Park

Fabian Way - Ffordd Amazon

Crymlyn Burrows

Swansea

SA1 8QB

United Kingdom

2b

We have tried to make the terms and conditions as simple as possible, however should you have any comments or complaints about the terms and conditions or the website, please email us at info@incostress.com or call us on 0871 218 1233 if calling from the UK

3.

Content and Medical Information

All information included on the site is intended for information purposes only and does not represent advice on which reliance should be placed, except when specifically stated.

The site may contain general information relating to various medical conditions and their treatment. Such information is provided for informational purposes only and is not meant to be a substitute for advice provided by a doctor or other qualified healthcare professional. You should not use the information contained herein for diagnosing a health or fitness problem or disease. You should always consult with a doctor or other healthcare professional for medical advice. We cannot and will not give any medical advice.

2c

We therefore, disclaim all liability and responsibility arising from any reliance placed on such information by any user of the site or by anyone who may be informed of any of its contents.

We make no representations or warranties as to the accuracy of the information contained on the site and you should take appropriate precautions to verify it. We do however, endeavour to keep information contained on the site and provided through the services up to date and relevant at all times.

3 Orders

We accept orders from addresses within and outside the UK.

You are able to correct any input errors on your order up until you click 'submit order'.

3a

Your order is an offer to buy from us. On receipt of your order we will send you confirmation by email that we have received it. This confirmation does not constitute our acceptance of your order. Acceptance of your order and the point at which we are contractually obliged to fulfil your order will be the actual date of delivery.

3b

Please note that at any point up until agreeing a delivery date we may decline to supply a product to you if we are unable to obtain such product from our supplier. If we decline to supply a product to you and you have already paid for it, we will give you a full refund of any amount already paid for that product or offer you an alternative product.

4

Price and Payment

The prices payable for our products are clearly displayed on the site. Prices in US Dollars and Euros on the site are for guidance only. All prices are charged in pounds sterling (£) and this amount will be converted to your payment currency by your credit card company or bank. We try to ensure that any US Dollar and Euro prices on the site are accurate by we will not be responsible if they differ from the amount you actually pay.

4a

Prices stated are inclusive of UK VAT and excise duty, UK VAT will be charged to all customers. Overseas customers holding that countries VAT number may email us and the transaction will be dealt with as a business to business transaction. Orders of this nature must bare the customers VAT number on the invoice to qualify for this transaction.

4b

The prices of products do not include the cost of delivery, which will be charged at the delivery rates displayed in the Delivery section of these terms at the time you submit your order.

4c

You can pay by Mastercard, VISA, Delta, or Switch. Authority for payment is given at the time you submit your order and payment will be taken in full at the time of the order. Your card details are encrypted to minimise the possibility of unauthorised access or disclosure.

5.

C&G Medicare Ltd

Incostress is a registered trademark of C&G Medicare Ltd, payment will be authorised and will appear on your credit card statement as C&G Medicare Ltd.

6.

Products

We try to ensure that all information on this site is accurate but:

(a) occasionally an error can occur. If we discover an error in the price or description of a product you have ordered, we will let you know and ask whether you wish to continue with your order or cancel it; or

(b) we cannot guarantee that the product images you see on the website matches the product itself, as the product images are representative only. We will not be liable for inaccuracies of the photographs on the website.

Prior to using any of our products, please read the information leaflet supplied with the product. By using the product, you acknowledge that you have read and understood the information leaflet.

7

Packaging

To ensure total discretion, we use plain packaging and no identifiable markings will be placed on your packaging.

8.

Delivery

We aim to deliver products in accordance with the delivery times set out below but these times are estimates only and we make no guarantees in respect of delivery times. Distance selling laws allow us to take up to 28 working days to deliver.

8a

We aim to dispatch your products on the working day (Monday to Friday excluding UK public and bank holidays) following receipt of your order. Please allow 28 days for delivery as postal services in some countries take longer than others. This is out of our control.

Proof of delivery is always provided when we send with a courier service. Should the courier fail to reach you on the 3rd attempt then your parcel will be returned to us by the courier company.

Due to the nature of our products we do not allow the courier to leave the goods in a safe place or with a neighbour unless you have instructed us to do so when ordering.

Should you take it upon yourself to contact the courier company and organise a different delivery location to what is on the envelope, C& G Medicare Ltd will NOT take any responsibility should the parcel not reach you. If the delivery note is deemed 'Delivered' then our contract to you has been fulfilled.

8b

Please refer to our delivery charges tab on our website.

Please note that occasionally delivery of your order may be delayed or postponed and therefore cannot be guaranteed. We will endeavour to keep you informed of any unexpected delay. If you chose first class royal mail no tracked any loss of parcels in the post can not be verified and therefore we will not be able to refund.

8c

Delivery can only be made to one delivery address for each order raised. there is a £1.00 charge for extra order items added to your cart. We will deliver to addresses within and outside the UK. All deliveries must be signed for (except items sent by post which are small enough to be put through your letterbox).

8d

Our delivery charges are inclusive of UK VAT.

Orders are shipped 1st Class Royal Mail or courier service

Our delivery charges are as stated in the shop against orders.

8e

If you do not receive your order within the estimated delivery times set out above it is your responsibility to notify us by emailing us at info@incostress.com within 15 days (for deliveries within the UK) or 28 days (for deliveries outside the UK). We will endeavour to trace your package and to ensure you receive delivery of the original package or a replacement package. If you do not contact us within the time periods specified above we will assume that you have received your order and we will not be liable to provide a refund or replacement.

9

Cancelling your Contract

You are entitled to cancel the contract for products ordered within 7 working days of delivery by informing us by email at info@incostress.com that you wish to cancel. Please note there is a 20% restocking fee to cover restocking and our refund of a bank % payments.

9a

Paypal refunds

When we issue a refund via paypal, paypal will take a percentage and what we refund will be less deposited into your account. We have no control over this as our contract will show we have refunded the correct amount. Should you have any dispute as to the percentage paypal have removed you must take the claim up with paypal.

10

In the interests of hygiene and health and safety we cannot accept the return of products where the original sealed packaging has been opened. Products must be in their original condition, unused and unopened. C&G Medicare Ltd have the right to refuse products if the condition of package or outer box is damaged or opened.

10a

Please note that the IncoStress, Keygal medic, Keygal balls, pessaries (any product which is placed inside the body or where the product has come in contact with the crotch area) Urox, Uriwell, Happy Pi, undergarments, menstrual cups, are non refundable, due to the nature of the product regardless if the packaging is sealed or not.

10b

If the products have been delivered, you must return the products to us at your own cost.

We will refund the price of your order (excluding delivery fees) by crediting your card or paypal account within 30 days of the date on which you gave notice of your intention to return. There is a 20% charge to cover restocking labour and credit card / paypal refund fees.

If you do not return the products within 14 days of the date on which you gave notice of cancellation you will be deemed to have accepted the product, at which point a new contract of sale will be made between you and us and you will be charged for your order at the price set out on the site at the date of the new contract of sale.

10c

To cancel the Contract You must contact us to obtain a "Returned Materials Authorisation Number" and then return the Goods to us immediately by recorded delivery at your cost and risk. The Goods must be in the same condition in which you received them and must not have been used and must be in the original packaging.

10d Once We have received the Goods returned in accordance with clause 10 We will arrange for a refund of the purchase price less any handling or postal charges where relevant.

11

Complaints and Returns

C&G Medicare Ltd, Complaints and Returns to C&G Medicare Ltd, RETURNS dept. C&G Medicare Ltd

1st GB Logistics- Unit 1 Bay Studios

Bay Business Park

Fabian Way - Ffordd Amazon

Crymlyn Burrows

Swansea

SA1 8QB

United Kingdom

Please ensure you mark the envelope clearly with the word RETURNED ITEM if it is a return. All returns are at the customers cost. We recommend you send with tracking. If your parcel does not reach us due to postal loss we can not refund.

12

Incorrect orders

If we deliver incorrect products you must notify us within 7 days of delivery by or emailing us at info@incostress.com with Incorrect order in the subject line.

Please keep any incorrect products purchased in a saleable condition and retain the original packaging in the condition it was provided. You must return the incorrect product to us and on receipt of the product we will replace it with the correct product ordered and refund the cost of return postage.

13

Damaged or faulty products

We follow a very strict quality management system process in line with ISO13485:2003. We endeavour to produce the highest quality products. If we deliver damaged or defective products you must notify us within 7 days of delivery by Telephone UK 0871 2181233 or emailing us at info@incostress.com with faulty goods in the subject line. To ensure a smooth and efficient process please have or include your invoice details and a full description of the problem.

If the product is deemed by customer services to be damaged or defective then we will replace the product.

14

Ownership and Risk

Ownership in the products reverts to us in the event that you cancel the contract in accordance with these terms and conditions. Risk in the products pass to you on delivery.

15

Our Website

All intellectual property rights including copyright, database rights and trade marks are owned by or licensed to us. You may access, download or copy the contents of the site for your own private use, but not for any commercial or public use. You may not create a link to this site without our prior written consent, nor may you restrict or inhibit the use or enjoyment of it by others.

16

Intellectual property rights

Products manufactured by C&G Medicare Ltd, we hold the intellectual property ownership and any copying or reproduction of our property in any way will be handled through our lawyers. Reminder to businesses who try to copy other peoples intellectual property, you are risking your whole business being closed down by doing so as well as your reputation being tarnished.

16

Links

Where we provide hypertext links to other sites or contacts, we do so for information purposes only and such links do not constitute an endorsement or recommendation by us of any products or services on such sites. You use such links entirely at your own risk and we accept no responsibility for the content or use of such websites or for information contained on such sites (including any website through which you may have gained access to our website). You may not link to this site nor frame it without our written permission.

Our Liability to you

To the extent permitted by applicable law, our liability to you in respect of an order will not exceed the total amount we charge you in respect of that order.

To the maximum extent permitted by applicable law we exclude:

(a) all conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity; and

(b) all liability for any special, indirect or consequential damages whatsoever including without limitation damages for loss of profits, loss of confidential or other information, loss of or corruption to data, business interruption arising from or in connection with the access to, use of or reliance on the site or otherwise in connection with the provision of products by us under these terms.

We shall not be liable for any failure to perform any of its obligations under these terms where such failure is caused by matters beyond our reasonable control.

Data Protection

We are registered under the Data Protection Act 1998. Please refer to our Privacy Policy for details of how we use your personal data.

Severability

Should any part of these terms and conditions for any reason be declared invalid by a court of competent jurisdiction, such determination shall not affect the validity of any remaining portion and such remaining portion shall remain in full force and affect as if the invalid portion of these terms and conditions had been eliminated.

Governing Law and Language

These terms and conditions and your use of this site are governed by the laws of England and Wales. Disputes arising out of these terms and conditions shall be subject to the exclusive jurisdiction of the courts of England and Wales.

All contracts are concluded in English.

PRIVACY POLICY

We, C&G Medicare Limited, a company registered in England and Wales with company number 05949325, whose trading office is

C&G Medicare Ltd

1st GB Logistics- Unit 1 Bay Studios

Bay Business Park

Fabian Way - Ffordd Amazon

Crymlyn Burrows

Swansea

SA1 8QB

United Kingdom

is registered under the Data Protection Act 1998. We treat all information as strictly confidential and we will collect and process your personal information:

- to process your order
- to process your payment
- for statistical or survey purposes to improve this website and its services to you
- to administer our website

We do not trade or sell personal information to any third party.

We may on occasion use your personal information to send you details of special offers and new products and services. If you do not wish us to keep you informed of such offers, products and services then please call us on 0871 218 1233 (within UK only) or email us at info@incostress.com. You may request to have your name removed from our mailing list at any time.

We may disclose your personal information if such disclosure is required by a person or body having a legal right, duty or obligations to have access to such information, but only in pursuance of such legal right, duty or obligation.

We reserve the right to change our Privacy Policy at any time by posting any changes on our website. Any changes will take place on the date that they are posted onto the website. Your continued use of this website after any changes have been posted shall be deemed as your acceptance of the modified Privacy Policy.

If you use our website, then please be aware that the website may contain links to other sites that are outside our control and are not covered by this Privacy Policy. If you access such sites using the links provided, the operators of those sites may collect information from you that will be used by them in accordance with their privacy policy, if any, which may differ from this one.

This website uses cookies, small pieces of information that are stored by the browser on your computer's hard drive, to help us provide you with a better site experience. None of your personal details are held in these cookies. If you are uncomfortable with our use of cookies you can disable them by changing the settings on your browser, but please note that if you disable them it may affect your ability to properly use this site.