

E-commerce Terms and Conditions

We are: Eden Mental Health Limited, trading as Dr Klemperer

Our registered office address is Crown House, 27 Old Gloucester Street, London WC1N 3AX

Our trading and correspondence address is: Chelsea & Westminster Hospital, Private Patient Unit 369 Fulham Road, London SW10 9NH

We can be contacted at: inquiries@drklemperer.co.uk
020 3920 6252

You are: A user of our Website.

Please read the terms and conditions ("Terms and Conditions") set out below carefully before ordering any of the Services from this Website. By ordering any Services from this Website you agree to be bound by these Terms and Conditions.

1. Definitions

"Agreement" is a reference to these Terms and Conditions, the Privacy Policy, any order form and payment instructions provided to you;

"Service" or "Services" is a reference to any service which we may supply and which you may request via our Website;

"you", "your" and "yours" are references to you the person accessing this Website and ordering any Services from the Website;

"we", "us" and "our" are references to Eden Mental Health Limited of Crown House, 27 Old Gloucester Street, London WC1N 3AX; and "Website" is a reference to our Website www.drklemperer.co.uk on which we offer our Services.

2. Ordering

- 2.1. Any contract for the supply of Services from this Website is between you and Eden Mental Health Limited. You agree to take particular care when providing us with your details and warrant that these details are accurate and complete at the time of ordering. You also warrant that the credit or debit card details that you provide is your own credit or debit card and that you have sufficient funds to make the payment.
- 2.2. Services purchased from this Website are intended for your use only and you warrant that you are acting as principal only and not as agent for another party when receiving the Services.
- 2.3. When ordering from this Website you may be required to provide a username and password. You must ensure that you keep these details secure and do not provide this information to a third party.
- 2.4. 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 the Website.
- 2.5. Any order that you place with us is subject to product availability and acceptance by us. When you place your order online we will send you an email to confirm that we have received it. This email confirmation will be produced automatically so that you have confirmation of your order details. The fact that you receive an automatic confirmation does not necessarily mean that we will be able to meet your order. Once we have sent the confirmation email we will then check availability and contact you with a further email. If the Service is available and the details of the order are correct, this email will be deemed an acceptance and will specify details of when the Services will start and confirm the price. If the Service is not available, we will also let you know by email.
- 2.6. All prices listed on the Website are correct at the time of publication however we reserve the right to alter these in the future. We also reserve the right to alter the Services available for sale on the Website and to discontinue any product line or service.
- 2.7. The contract for the Services will be accepted at the time of despatch of your order. We will confirm this to you in writing. You must inform us immediately if any details are incorrect. If your order has not been accepted, you will be notified of this in writing together with the reasons.

3. Prices and Payment

- 3.1. All prices listed on the Website are correct at the time of publication however we reserve the right to alter these in the future. The total price for Services ordered will be displayed on the Website when you place your order. Full payment must be made before the Services can be provided.
- 3.2. You can pay by debit or credit card. Payments are handled through Stripe. We do not retain credit or debit card details. Your debit/credit card details will be encrypted to prevent the possibility of someone being able to read them as they are sent over the internet. Your credit card company may also do security checks to confirm it is you making the order.

4. Your Information

- 4.1. Where we have requested information from you to provide the Services you agree to provide us with accurate and complete information.
- 4.2. You authorise us to use, store or otherwise process your personal information in order to provide the Services to you and for marketing and credit control purposes (the "Purpose"). The Purpose may include the disclosure of your personal information to selected third parties from time to time where this is required by law or in order to provide the Service to you. More information can be found in our Privacy Policy.
- 4.3. You are entitled to request a copy of the personal information we hold on you. Please contact us if you wish to request this information. A small charge will be made.

5. Cancellation

6.1 **Cancellations (For customers based within the EU only):**

- 6.1.1 You have the right to cancel this contract within 14 days without giving any reason. The cancellation period will expire after 14 days from the day of the conclusion of the contract.
- 6.1.2 To exercise your right to cancel you must notify us immediately preferably by email to inquiries@drklemperer.co.uk or by calling us on 020 7078 7381. You must provide us with a clear statement of your decision to cancel this contract. You can also electronically fill in and submit the [model cancellation form](#) or any other clear statement on our Website. If you use this option, we will communicate to you an acknowledgement of receipt of such cancellation by email without delay.
- 6.1.3 To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

6.2 **Effects of Cancellation:**

- 6.2.1 If you cancel this contract, we will reimburse to you all payments received from you, including the costs of delivery (except for the supplementary costs arising if you chose a type of delivery other than the least expensive type of standard delivery offered by us).
- 6.2.2 We will make the reimbursement without delay and not later than 14 days after the day on which we are informed about your decision to cancel this contract.
- 6.2.3 We will make this reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event you will not incur any fees as a result of the reimbursement.
- 6.2.4 If you requested to begin the performance of Services during the cancellation period, you shall pay us an amount which is in proportion to what has been performed until you have communicated to us your cancellation from this contract, in comparison with the full coverage of the contract.

6. Linked Sites

There may be links on our Website to third party Websites which we believe may be of interest to you. We do not represent the quality of the goods or services provided by such third parties nor do we have any control over the content or availability of such sites. We cannot accept any responsibility for the content of third party Websites or the services or goods that they may provide to you.

7. Complaints

We take complaints very seriously and aim to respond to your complaints within 5 business days. All complaints should be addressed to inquiries@drklemperer.co.uk.

8. LIMITATION OF LIABILITY

- 8.1. GREAT CARE HAS BEEN TAKEN TO ENSURE THAT THE INFORMATION AVAILABLE ON THIS WEBSITE IS CORRECT AND ERROR FREE. WE APOLOGISE FOR ANY ERRORS OR OMISSIONS THAT MAY HAVE OCCURRED. WE CANNOT WARRANT THAT USE OF THE WEBSITE WILL BE ERROR FREE OR FIT FOR PURPOSE, TIMELY, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR BUGS OR REPRESENTS THE FULL FUNCTIONALITY, ACCURACY, RELIABILITY OF THE WEBSITE AND WE DO NOT MAKE ANY WARRANTY WHATSOEVER, WHETHER EXPRESS OR IMPLIED, RELATING TO FITNESS FOR PURPOSE, OR ACCURACY.
- 8.2. IF WE ARE FOUND LIABLE FOR ANY LOSS OR DAMAGE TO YOU SUCH LIABILITY IS LIMITED TO THE AMOUNT YOU HAVE PAID FOR THE RELEVANT SERVICES. WE EXCLUDE LIABILITY FOR LOSSES THAT WERE NOT FORESEEABLE TO BOTH PARTIES WHEN THE CONTRACT WAS FORMED AND LOSSES THAT WERE NOT CAUSED BY ANY BREACH ON OUR PART. THIS LIMITATION OF LIABILITY DOES NOT APPLY TO PERSONAL INJURY OR DEATH ARISING AS A DIRECT RESULT OF OUR NEGLIGENCE.
- 8.3. WE DO NOT ACCEPT ANY LIABILITY FOR ANY DELAYS, FAILURES, ERRORS OR OMISSIONS OR LOSS OF TRANSMITTED INFORMATION, VIRUSES OR OTHER CONTAMINATION OR DESTRUCTIVE PROPERTIES TRANSMITTED TO YOU OR YOUR COMPUTER SYSTEM VIA OUR WEBSITE EXCEPT WHERE THIS HAS BEEN CAUSED BY OUR NEGLIGENCE.
- 8.4. WE SHALL NOT BE HELD LIABLE FOR ANY FAILURE OR DELAY IN PERFORMING SERVICES WHERE SUCH FAILURE ARISES AS A RESULT OF ANY ACT OR OMISSION WHICH IS OUTSIDE OUR REASONABLE CONTROL SUCH AS AN ACT OF GOD OR THOSE OF THIRD PARTIES.
- 8.5. THE PRODUCTS SOLD BY US ARE PROVIDED FOR PRIVATE DOMESTIC AND CONSUMER USE ONLY. ACCORDINGLY, WE DO NOT ACCEPT LIABILITY FOR ANY LOSS OF DATA, LOSS OF INCOME OR PROFIT, LOSS OF DAMAGE TO PROPERTY AND/OR LOSS FROM CLAIMS OF THIRD PARTIES ARISING OUT OF THE USE OF THE WEBSITE OR FOR ANY PRODUCTS OR SERVICES PURCHASED FROM US.
- 8.6. WE HAVE TAKEN ALL REASONABLE STEPS TO PREVENT INTERNET FRAUD AND ENSURE ANY DATA COLLECTED FROM YOU IS STORED AS SECURELY AND SAFELY AS POSSIBLE. HOWEVER, WE CANNOT BE HELD LIABLE IN THE EXTREMELY UNLIKELY EVENT OF A BREACH IN OUR SECURE COMPUTER SERVERS OR THOSE OF THIRD PARTIES EXCEPT WHERE THIS HAS BEEN CAUSED BY OUR NEGLIGENCE.

9. General

- 9.1. We may subcontract any part or parts of the Services that we provide to you from time to time and we may assign or novate any part or parts of our rights under these Terms and Conditions by giving you written notice.
- 9.2. We may alter or vary the Terms and Conditions at any time. Any variation will not affect existing orders placed with us. Variations or updates to our Terms and Conditions will be published on our Website. Any error or omission in any information, or document issued by us shall be subject to correction provided that the correction does not materially affect the contract.
- 9.3. The Terms and Conditions together with the Privacy Policy, any order form and payment instructions form the basis of our contract. In the event of any conflict between these Terms and Conditions and any other term or provision on the Website, these Terms and Conditions shall prevail.
- 9.4. If any term or condition of our Agreement shall be deemed invalid, illegal or unenforceable, the parties hereby agree that such term or condition shall be deemed to be deleted and the remainder of the Agreement shall continue in force without such term or condition.
- 9.5. These Terms and Conditions and our Agreement shall be governed by relevant United Kingdom law and the relevant courts of the United Kingdom will have exclusive jurisdiction in relation to the Agreement.
- 9.6. No delay or failure on our part to enforce our rights or remedies under the Agreement shall constitute a waiver on our part of such rights or remedies unless such waiver is confirmed in writing.
- 9.7. It is not intended that the undertakings and obligations of the parties set out in this Agreement shall be for the benefit of and capable of being enforced by any other person by virtue of the Contracts (Rights of Third Parties) Act 1999.