

Terms and Conditions

We are **Fullmove Ltd**, a company registered in New Zealand under company number 1898993. Our registered office and main trading address is 67 Rintoul Street, Newtown, Wellington 6021, New Zealand (NZ phone +64 4 389 0707; NZ email info@morfit.co.nz; UK phone 0775 7541144; UK email info@morfit.co.uk)

We operate the website www.morfit.uk

1 Introduction

These Terms and Conditions regulate the business between you and us. By using our website in any way, or by buying from us, you agree to be bound by them.

This policy should be read in conjunction with our [Privacy Policy](#) and [Cookies Policy](#).

2 General

To use this website or to buy goods from us you must be legally capable of entering into binding contracts and have full authority, power and capacity to agree to these Terms and Conditions.

Nothing in these Terms and Conditions shall affect your statutory rights as a consumer.

3 Written communications

Where the law requires us to send you information or communications in writing, such communication will be primarily electronic through e-mail or notices posted on our website. By accessing our website or ordering any goods from us, you agree to this electronic means of communication.

4 Order process

Your order for any goods shall be deemed to be an offer by you to purchase the goods pursuant to these Terms and Conditions and subject to acceptance by us.

We may choose to accept or decline your order for any reason.

We shall accept your order by email informing you that the goods have been despatched. That is when the contract is made.

We do not guarantee that the goods advertised on our website are available.

If any goods are listed on our website at an incorrect price or with incorrect information we reserve the right to refuse or cancel your order for the goods, whether or not such order has been confirmed by us. In such circumstances any payment made by you will be reimbursed.

5 Prices

Prices on our website are in GB pounds.

In addition to the price of the goods you may have to pay a delivery charge, depending on the mode of delivery selected by you. Any delivery charge will be stated when you order the goods, prior to payment.

Payment must be made upon the submission of your order. We may withhold the goods and/or cancel the contract with you if the price is not received from you in full in cleared funds.

6 Delivery

We will arrange for the goods to be delivered to the address for delivery indicated in your order. We will send you a message by email to inform you when we have dispatched your order. You must ensure that someone is present to accept delivery.

We will endeavour to dispatch the goods on the same day as your order, provided your order is placed before 2.304pm. Orders placed after 2.30pm will be dispatched the following working day.

Time of delivery shall not be of the essence, and we shall not be liable for any losses, costs, damages or expenses incurred by you or any third party arising directly or indirectly out of any failure to meet any estimated delivery date.

Goods are sent at our risk until received by you or by any other person at the address you have given to us.

7 Right to cancel

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 on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the goods.

To exercise the right to cancel, you must inform us, Fullmove Ltd of 67 Rintoul Street, Newtown, Wellington 6021, New Zealand (UK telephone number 0775 7541144; UK email info@morfit.co.uk) of your decision to cancel this contract by a clear statement (e.g. a letter sent by post or e-mail).

You may use the attached model cancellation form (see the end of these Terms and Conditions), but it is not obligatory. You can also electronically fill in and submit the [model cancellation form](#) or any other clear statement on our website www.morfit.co.uk. If you use this option, we will communicate to you an acknowledgement of receipt of such a cancellation on a durable medium (e.g. by e-mail) without delay.

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.

8 Effects of cancellation

If you cancel this contract, we will reimburse to you all payments received from you, including, if any, 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).

We may make a deduction from the reimbursement for loss in value of any goods supplied, if the loss is the result of unnecessary handling by you.

We will make the reimbursement without undue delay, and not later than—

- (a) 14 days from the day you return any goods supplied, or provide evidence that you have returned them, or
- (b) if there were no goods supplied, 14 days from the day on which we are informed about your decision to cancel this contract.

We will make the 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.

We may withhold reimbursement until we have received the goods back or you have supplied evidence of having sent back the goods, whichever is the earliest.

You shall send back the goods or hand them over to Kwickpack Limited, Unit 1C, Appletree Farm, Cressing, Essex, CM77 8NY without undue delay and in any event not later than 14 days from the day on which you communicate your cancellation from this contract to us. The deadline is met if you send back the goods before the period of 14 days has expired.

You will have to bear the direct cost of returning the goods.

You are only liable for any diminished value of the goods resulting from the handling other than what is necessary to establish the nature, characteristics and functioning of the goods.

When returning goods by post please follow the steps set out in our returns procedure at paragraph 12 of these Terms and Conditions.

9 Goods damaged in transit

If any goods are damaged in transit to you, we will provide a replacement provided that the procedures outlined in these Terms and Conditions are followed.

You must inspect the goods for damage immediately following delivery. You must inform us by email at info@morfit.co.uk within 72 hours of delivery of any damage or defect. Your email should contain the following information:

- (a) The invoice/reference number.
- (b) The date of purchase.
- (c) The date of delivery.
- (d) A brief description of the fault or damage and, if possible, a photograph of the fault or damage.
- (e) Your daytime contact phone number.

You must retain the original packaging for the goods as this may be required for us to make a claim against the carrier.

You must return the goods to us together with the original packaging within 14 days of receipt by following the returns procedure outlined below at paragraph 12 to these Terms and Conditions.

10 Warranty against defective parts and workmanship

All goods come with a 1 (one) year warranty against defective parts and workmanship. Any goods or parts which we find, within the period of the warranty, to be defective as a result of defective parts and/or workmanship will be replaced by us or repaired at our expense.

If you become aware of a defect in materials or workmanship you must inform us as soon as possible by email at info@morfit.co.uk. Your email should contain the following information:

- (a) The invoice/reference number.
- (b) The date of purchase.
- (c) A brief description of the fault or damage and, if possible, a photograph of the fault or damage.
- (d) Your daytime contact phone number.

If you agree, we might be able to correct the defect by sending you a new part which can be easily fitted. If not, we will ask you to return the goods to us. You must return the goods to us within 14 days of our request, by following the returns procedure outlined below at paragraph 12 to these Terms and Conditions.

This warranty covers defects in materials and workmanship only. It does not cover faults caused by improper use, incorrect assembly or normal wear and tear.

This warranty is only provided to you, the original purchaser, and is not transferable to any other party.

This warranty does not affect your statutory rights as a consumer in any way.

11 Warranty of Satisfaction for the Morfit back support

Your satisfaction with the Morfit back support is of the utmost importance to us, and we value your feedback and queries. We know what a difference the Morfit can make, and therefore we will use our best endeavours to help it work for you by providing additional advice and customer support where needed. We are always happy to discuss with you any problems you might experience in using the device.

However, if in your opinion, the Morfit back support does not reduce your driving-related back pain we will reimburse the purchase price, including, if any, 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). The following conditions apply to this warranty:

- (a) You must contact us by phone (0775 7541144) or email (info@morfit.co.uk) within 30 days of receiving the Morfit back support so we can ensure that you are using it correctly and provide any further advice if necessary.
- (b) If, having taken our further advice, if any, you are still not satisfied with the goods you should return them to us within 60 days of receiving the goods by following the returns procedure outlined below at paragraph 12 to these Terms and Conditions.
- (c) At the time of receipt by us the goods must be considered by us to be in good condition allowing for reasonable usage by you during the period prior to the goods being returned to us.

This warranty does not affect your statutory rights as a consumer in any way.

12 Returns procedure

This returns procedure applies to all goods returned by post, whether they relate to cancelled contracts, goods damaged in transit, defective goods or goods returned in pursuance of the Warranty of Satisfaction. All goods must be returned to us in accordance with the following procedure:

- (a) The goods must be packed securely and wrapped to prevent damage. If possible, we would be grateful if the goods could be returned in the original box.
- (b) Your name and address should be clearly written on a piece of paper which should be included in the return package. Alternatively, your name and address should be clearly written on the outside wrapper of the return package.
- (c) Products should be returned to us at the following address: Kwickpack Limited, Unit 1C, Appletree Farm, Cressing, Essex, CM77 8NY.
- (d) It would help us to deal promptly with your returned goods if you email us to let us know when the goods have been sent.
- (e) You should retain proof of posting and produce the proof of posting to us if so required by us.

Unless you are returning damaged or defective goods or goods which have not been ordered by you, you are responsible for the cost of returning the goods to us. This cost is not refundable by us.

In the case of damaged or defective goods or goods which have not been ordered by you, we will reimburse the postage cost reasonably incurred by you in returning the goods to us (such costs not to exceed the cost of sending the goods by Royal Mail first class delivery).

13 Reimbursements and replacements

If you cancel this contract in accordance with paragraph 7 of these Terms and Conditions, we will provide a reimbursement to you subject to the terms set out in paragraphs 7 and 8.

In respect of all other returns (goods damaged in transit, defective goods or goods returned in pursuance of the Warranty of Satisfaction), once we receive your returned goods we will, where applicable, examine the goods for damage or defects and either:

- (a) provide you with replacement goods where we are satisfied that the goods were damaged in transit to you, or
- (b) provide you with replacement goods or repaired goods where we are satisfied that the goods are defective due to a defect in materials or workmanship, or
- (c) provide you with a reimbursement where we are satisfied that our Warranty of Satisfaction applies, or
- (d) notify you that we will not be providing replacement goods or repaired goods or a reimbursement (as the case may be) where we are not satisfied that the circumstances meet the requirements of these Terms and Conditions.

If we decide to provide you with replacement goods or repaired goods or a reimbursement, such reimbursement will include, if any, 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)

Repaired or replacement goods will be sent to you at our expense.

We will make any 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.

14 Your use of our products

The use of any lumbar support device involves a potential risk to the user if the device is not used properly. We therefore strongly advise that you take the following steps in relation to our products:

- (a) You should carefully read the owner's manual that accompanies the product and complete any exercises referred to in the owner's manual before using the product.
- (b) If, having read the owner's manual, you have any further queries concerning the correct use of the product you should view our website for more details or contact our team for advice (by UK phone 0775 7541144 or UK email info@morfit.co.uk).
- (c) If you have any doubt regarding your individual needs relating to the product or any pre-existing medical condition from which you are suffering you should contact our team for advice or consult your own doctor or a suitably qualified medical practitioner prior to using or continuing to use the product.

15 Limitation of liability

Except as may be implied by law where you are dealing as a consumer, in the event of any breach of these Terms and Conditions by us, your remedies shall be limited to damages which shall in no circumstances exceed the price of the goods and we shall under no circumstances be liable for any indirect, incidental or consequential loss or damage whatsoever.

We shall not be liable for damages or injury arising from your recklessness, negligence or misuse of our products.

Nothing in these Terms and Conditions shall exclude or limit our liability for death or personal injury resulting from our negligence or the negligence of our agents or employees.

16 Business customers' indemnity

If you are a business customer you hereby indemnify us and undertake to keep us indemnified against all and any liabilities, losses, damages, expenses and costs (including legal expenses and amounts paid in settlement of any demand, action or claim) arising directly or indirectly out of a breach by you of any of your obligations under these Terms and Conditions.

17 Copyright

We own the material on our website. We grant you licence to view our website and to copy and store the material on our website in your web browser cache memory and to print pages for your personal and non-commercial use.

We do not grant you any other rights in relation to our website or the material on our website including, but not limited to, the right to alter, publish, distribute, broadcast or show or play in public our website or the material on our website (in any form or media) without our prior written permission.

18 Privacy and Security

We are committed to safeguarding the privacy of visitors to our website. As a result of your use of this website we may collect and store personal information relating to you. Such information could include your name, address, phone number, date of birth, e-mail address, credit card number, gender and merchandise preferences.

To find out how we deal with this information and your rights in relation to the information please read the [Privacy Policy](#) on our website.

19 Cookies

We use cookies to give you the best possible experience of our website. Cookies are small text files which are downloaded to your internet browsing device (computer, tablet, phone or other device) when you visit a website. Cookies are useful because they allow a website to recognise a user's device and improve the functionality of the website.

To find out which types of cookies we use and how you can manage them please read our [Cookies Policy](#).

By continuing to use our website you agree to our use of cookies as outlined in our Cookies Policy.

20 Data mining

The automated and/or systematic collection of data from our website is prohibited.

21 Other party's websites

If our website contains hyperlinks to another website operated by a third party such hyperlink must not be construed as an endorsement by us of the third party website or any goods or services offered on the third party website.

22 Waiver

No waiver by us whether express or implied in enforcing any of our rights under this contract shall prejudice our right to do so in the future.

23 Unusual Circumstances

We will not be under any liability whatsoever in the event that we are prevented or delayed from supplying or making delivery of any goods by any reason or cause beyond our control.

24 Severance

If any term or provision of these Terms and Conditions is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction such provisions shall be severed and the remainder of the provisions of the Terms and Conditions shall continue to be valid and enforceable to the fullest extent permitted by law as if these Terms and Conditions had been agreed without including the invalid, illegal or unenforceable term or provision.

25 Changes to Terms and Conditions

We reserve the right to change these Terms and Conditions at any time, and any such change shall take effect when posted on the website. It is your responsibility to read the Terms and Conditions on each occasion you access our website. If you do not agree to the Terms and Conditions, or any aspect of them, you should not use the website or purchase goods from us.

Any change to the Terms and Conditions shall not affect the Terms and Conditions agreed by you at the time of purchasing any goods.

26 Governing law and jurisdiction

These Terms and Conditions shall be governed by and construed in accordance with the laws of England and the parties hereby submit to the exclusive jurisdiction of the courts of England.

27 Contacting us

If you have any queries about these Terms and Conditions or any other matter relating to our website, please contact us at info@morfit.co.uk

Terms and Conditions last amended April 2016.

Model cancellation form

[You may use this form if you wish to cancel the contract in accordance with your right to cancel outlined in paragraphs 7 and 8 of the Terms and Conditions]

To Fullmove Ltd, 67 Rintoul Street, Newtown, Wellington, New Zealand; email info@morfit.co.uk:

I/We [*] hereby give notice that I/We [*] cancel my/our [*] contract of sale of the following goods:

.....,

Ordered on [*/received on [*],

Name of consumer(s),

Address of consumer(s),

.....

.....

.....

Signature of consumer(s) (only if this form is notified on paper),

.....

Date

.....

[*] Delete as appropriate.