

Shop Terms & Conditions

Please read these terms and conditions carefully. They contain important information about your rights and obligations. You can print out these terms and conditions by clicking the print icon on your browser.

1 Introduction

1.1 Please read these terms and conditions carefully before using the website operated by PTSD Resolution. In particular we draw your attention to clauses 10 (Applicability of online materials) and 14 (Liability). By accessing or using PTSD Resolution.org.uk ('our website') you agree to be legally bound by these terms and conditions. We may alter these terms and conditions from time to time and post the new version on our website, following which all use of our website will be governed by that version. You must check the terms and conditions on the website regularly.

1.2 If you do not wish to be bound by these terms and conditions then you may not use our website.

2 Nature of our website

Our website is a place for you to select and order goods (the 'Products'). Our website describes the Products in more detail.

3 Your Account

3.1 If you use this site, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password.

3.2 We do sell products for children, but we sell them to adults, who can purchase with a credit card. If you are under 18 you may use PTSD Resolution only with the involvement of a parent or guardian. PTSD Resolution and its affiliates reserve the right to refuse service, terminate accounts, remove or edit content, or cancel orders in their sole discretion.

4 Buying Products on our website

4.1 To order a Product you will need to follow the ordering procedures set out on our order page. Details of our prices for the Products and the procedures for payment and delivery are displayed at the relevant parts of our website.

4.2 Any times or dates stated on our website for delivery are estimates only. PTSD Resolution will make all reasonable effort to deliver goods within the time specified, but does not accept liability for any failure to deliver within that time.

4.3 You must pay by credit or debit card at the time of order. The price of any Product is the price in force at the date and time of your order and is stated in UK pounds sterling. The price may include Value Added Tax at the applicable UK rate when the Product is sold to a customer in a European Union country. We may change the price of any Product before you place an order. We try to ensure that the prices displayed on our website are accurate but the

price on your order will need to be validated by us as part of the acceptance procedure (see clause 4.4 below). We will inform you if a Product's correct price is higher than that stated in your order and you may cancel the order and decide whether or not to order the Product at the correct price. In the event of a pricing error we will endeavour to honour the price but do reserve the right to cancel any order which would be uneconomic or where the price has been abused. All prices are exclusive of delivery costs and applicable taxes.

4.4 PTSD Resolution is entitled to refuse any order placed by you. If your order is accepted we will confirm acceptance to you by online electronic means ('Confirmation') to the email address you have given us. The order will then be fulfilled by the date set out in the Confirmation or, if the Confirmation does not contain such a date, within thirty (30) days.

4.5 If the Product you ordered is unavailable, we may offer to you a substitute of an equivalent quality and price ('Substitute Product').

4.6 You undertake that all details you provide to us or to any third party to whom we sub-contract the handling of collecting payment, for the purpose of purchasing goods or services which may be offered by us on our website, will be correct, and that the credit or debit card, or any electronic cash which you use is your own and that there are sufficient funds or credit facilities to cover the cost of any goods or services. We reserve the right to obtain validation (whether direct or via a third party) of your credit or debit card details before providing you with any goods or services.

4.7 All items purchased from us are made pursuant to a shipment contract. This means that title and the risk of loss of any purchased Product passes to you upon our delivery to the shipping carrier.

5 Returns

5.1a You may return any Products you have purchased within 30 days of delivery for any reason (including if you simply change your mind). To do so you must notify us in writing or other durable medium (including email) within those 30 days (please see the contact details at clause 5.6 below). Provided that we receive the relevant Products back from you in good condition, you will then be entitled to a refund from PTSD Resolution (excluding the original posting and packing charges), which will be paid as soon as possible, but in any event within thirty (30) days of receipt of the returned Product.

5.1b Following implementation the Distance Selling Regulation guide, all returned items within the 14 day cooling off period will be eligible for a full refund including postage and packaging charges.

5.2 You must arrange for and pay the costs of returning the Products to PTSD Resolution – on request, we will collect the Products from you, but the cost of this will be charged to you and we may deduct this from the refund.

5.3 While in your possession, you must keep any Products you intend to return to us in good condition.

5.5 Returns after 30 days are subject to standard contract law.

5.6 If for any reason you want to return a Product to us, please complete the returns form included with your order and then send the Product back to us at the address set out below. Since you are responsible for returning the goods to us at the address below at your own risk and cost, we strongly recommend you use an insured and verified delivery method.

Please return items to [the address of the despatcher](#).

Customer Services telephone number: +44 (0) 300 302 0551

Customer Services email address: shop@ptsdresolution.org

5.7 All our products images can vary in appearance depending your device.

5.8 If:

5.8.1 the Product delivered is not what you ordered (including any Substitute Products), or does not correspond with its description;

5.8.2 the Product delivered is not of a satisfactory quality; or

5.8.3 the Product is not fit for any other purpose for which you have bought it and you notified PTSD Resolution of this purpose before purchase, and PTSD Resolution has not informed you that the Product is not fit for that purpose; provided that the Product is returned in good condition PTSD Resolution will, at its option, deliver to you a replacement Product or refund to you the price paid and your reasonable costs of returning the Products.

5.9 If you have any complaints, you should direct them to us via email at complaints@ptsdresolution.org or by post.

6 Licence and Website Access

We grant you a limited license to access and make personal use of this site and not to download (other than page caching) or modify it, or any portion of it, except with the express written consent of PTSD Resolution. This license does not include nor permit any resale or commercial use of this site or its contents; any collection and use of any product listings, descriptions, or prices; any derivative use of this site or its contents; any downloading or copying of account information for the benefit of another merchant; or any use of data mining, robots, or similar data gathering and extraction tools. This site or any portion of this site may not be reproduced, duplicated, copied, sold, resold, visited, or otherwise exploited for any commercial purpose without express written consent of PTSD Resolution.

You may not frame or utilise framing techniques to enclose any trademark, logo, or other proprietary information (including images, text, page layout, or form) of PTSD Resolution and our affiliates without express written consent. You may not use any Meta tags or any other "hidden text" utilizing PTSD Resolution name or trademarks without the express written consent of PTSD Resolution

Any unauthorized use terminates the permission or license granted by PTSD Resolution. You are granted a limited, revocable, and nonexclusive right to create a hyperlink to the home page of PTSD Resolution so long as the link does not portray PTSD Resolution its affiliates, or their products or services in a false, misleading, derogatory, or otherwise offensive matter.

You may not use any PTSD Resolution or other proprietary graphic or trademark as part of the link without express written permission

7 Modifications to website

7.1 We reserve the right to make changes or corrections, alter, suspend or discontinue any aspect of our website or the content or services available through it, including your access to it. Unless explicitly stated to the contrary, any new features including new content and/or the sale of new Products shall be subject to these terms and conditions.

7.2 Please note that although we try to ensure that the content of our website is accurate, it may contain typographical errors or other inaccuracies.

8 Information you provide to us

8.1 The following applies to any information you provide to us, for example during any registration or ordering process.

8.2 You authorise us to use, store or otherwise process any personal information which relates to and identifies you, including but not limited to your name and address, to the extent reasonably necessary to provide the services which are available through our website by us, our partners, successors (including the purchaser of the whole or part of our business), associates, sub-contractors or other third parties (together our 'Partner Companies').

8.3 If you obtain or choose to buy Products through our website then we may collect information about your buying behavior and if you send us personal correspondence such as emails or letters or post reviews or other messages on the bulletin boards or in the other areas of our website (where applicable) then we may collect this information into a file specific to you (together, the various purposes set out in this paragraph and in our privacy policy shall be known as 'the Purposes'). All such information collected by us shall be referred to in these terms and conditions as 'Personal Information'.

8.4 You must ensure that the Personal Information you provide is accurate and complete and that all ordering or registration details (where applicable) contain your correct name, address and other requested details. For more information about how we deal with your Personal Information, please read our privacy policy.

8.5 By accepting these terms and conditions, you agree to the processing and disclosure of the Personal Information for the Purposes. If you would like to review or modify any part of your Personal Information then you should email us at info@PTSDResolution.co.uk.

8.6 In addition, the following also applies to all messages, emails, bulletin board postings, ideas, suggestions, concepts or other material submitted by you to us ('Content'):

8.6.1 you must own or have the right to submit Content for publication on our website and all Content submitted by you must be legal, honest, decent and truthful and comply with all applicable laws, regulations, standards and/or codes of practice;

8.6.2 you must ensure that all Content submitted to us does not infringe the copyright, design, privacy, publicity, data protection, trade mark or any other rights of any third party, nor be obscene, abusive, threatening, libellous or defamatory of any person or be otherwise unlawful;

8.6.3 you must ensure that the Content does not advertise or otherwise solicit for funds nor is a solicitation for goods or services; and

8.6.4 we have the right to monitor Content and may edit, reject or remove Content if we believe it does not comply with the above and, in particular, we reserve the right to block incoming emails and other Content if we believe that their content is or may be inappropriate or otherwise does not comply with the above.

8.7 You grant us a non-exclusive, irrevocable, royalty free, worldwide licence to publish all Content that you submit to us except any portion of the Content that is Personal Information. You have sole responsibility for the Content which you submit to us and you shall indemnify and shall keep us fully and effectively indemnified on demand from and against all actions, claims, losses, liability, proceedings, damages, costs, expenses, loss of business, loss of profits, business interruption and other pecuniary or consequential loss (including legal costs and expenses) suffered or incurred by us and arising directly or indirectly out of the publication of Content submitted by you to us.

8.8 You warrant and undertake that you will not use our website for any purpose that is illegal or prohibited by these terms and conditions, including without limitation the posting or transmitting of any libelous, defamatory, inflammatory or obscene material. If you breach these terms and conditions then your permission to use this website terminates immediately without the necessity of any notice being given to you. We retain the right to deny access to any person who fails to comply with these terms and conditions.

9 Security

9.1 You are solely responsible in all respects for all use of and for protecting the confidentiality of any username, email verification and password that may be given to you or selected by you for use on our website. You may not share these with or transfer them to any third parties. You must notify PTSD Resolution immediately of any unauthorised use of them or any other breach of security regarding our website that comes to your attention.

10 Applicability of online materials

10.1 Unless otherwise specified all content and materials published on our website are presented solely for your private, personal and non-commercial use.

10.2 Our website is controlled and operated by us from our offices in England. Where content published on the website is supplied by third parties, you understand that we do not control or endorse such content in any way. All content which is offered by third parties that are not affiliated with or otherwise connected with us, is published in good faith but we do not (to the

extent permitted by applicable law) accept responsibility for the accuracy or otherwise of such content (whether published on or offline) and the use of such content, except for content which relates directly to Products you purchase. You assume total responsibility and risk for your use of our website and use of all information contained within it.

10.3 We have used our best endeavors to ensure that our website complies with UK laws. However, we make no representations that the materials on our website are appropriate or available for use in locations outside the UK. Those who visit our website from other locations do so on their own initiative and are responsible for compliance with all applicable laws. If use of our website and/or viewing of it, or use of any material or content on our website, or services or products offered through our website are contrary to or infringe any applicable law in your jurisdiction(s), you are not authorised to view or use our website and you must exit immediately.

10.4 PTSD Resolution makes no representations and gives no warranties, express or implied that making the Products available in any particular jurisdiction outside the UK is permitted under any applicable non-UK laws or regulations. Accordingly, if making the Products or any part available in your jurisdiction or to you (by reason of nationality, residence or otherwise) is prohibited, those Products are not offered for sale to you. You accept that if you are resident outside the UK you must satisfy yourself that you are lawfully able to purchase the Products. PTSD Resolution accepts no liability, to the extent permitted by applicable law, for any costs, losses or damages resulting from or related to the purchase or attempted purchase of the Products by persons in jurisdictions outside the UK or who are nominees of or trustees for citizens, residents or nationals of other countries.

11 Copyright and monitoring

11.1 The contents of our website are protected by international copyright laws and other intellectual property rights. The owner of these rights is PTSD Resolution, its affiliates or other third party licensors. All product and company names and logos mentioned in our website are the trade marks, service marks or trading names of their respective owners, including us. You may download material from our website for the sole purpose of placing an order with PTSD Resolution or using our website as a shopping resource. However, you may not modify, copy, reproduce, republish, upload, post, transmit or distribute, by any means or in any manner, any material or information on or downloaded from our website including but not limited to text, graphics, video, messages, code and/or software without our prior written consent, except where expressly invited to do so, for example in order to complete any test or questionnaire.

12 Linked sites

PTSD Resolution make no representations whatsoever about any other websites which you may access through our website or which may link to our website. When you access any other website you understand that it is independent from PTSD Resolution and that we have no control over the content or availability of that website. In addition, a link to any other website does not mean that PTSD Resolution endorses or accepts any responsibility for the content, or the use of, such a website and PTSD Resolution shall not be liable for any loss or damage caused or alleged to be caused by or in connection with use of or reliance on any content, goods or services available on or through any other website or resource. Any

concerns regarding any external link should be directed to its website administrator or web master.

13 Availability of our website

We will try to make our website available but cannot guarantee that our website will operate continuously or without interruptions or be error free and can accept no liability for its unavailability. You must not attempt to interfere with the proper working of our website and, in particular, you must not attempt to circumvent security, tamper with, hack into, or otherwise disrupt any computer system, server, website, router or any other Internet connected device.

14 Liability

14.1 We promise that for any Product you purchase from our website:

14.1.1 we have the right to sell the Product to you;

14.1.2 the Product will correspond substantially with the description we have given to you; and

14.1.3 the Product will be of satisfactory quality.

14.2 We also promise that any service we provide to you will be provided with reasonable skill and care.

14.3 Save as set out in this clause 14, we exclude all other express or implied terms, conditions, warranties, representations or endorsements whatsoever with regard to any products (including without limitation the Products), our website or any information or service provided through our website.

14.4 We will do our best to ensure that all materials and information published on our website are accurate, but please note that all content, materials and information on our website are provided on an 'as is' basis and you assume total responsibility and risk for your use of our website and use of all information contained within it. Please note that weights of metals and stones are a guide only unless stated otherwise, and any images may not represent the actual size of a Product or item.

14.5 We accept no liability for any indirect or consequential loss or damage, or for any direct or indirect loss of data, profit, revenue or business in each case, however caused, even if foreseeable. In circumstances where you suffer loss or damage arising out of or in connection with the viewing, use or performance of our website or its contents other than as a direct result of purchasing Products (which shall be subject to the exclusions and limitation of liability set out in these terms and conditions), we accept no liability for this loss or damage (except where we have been negligent) whether due to inaccuracy, error, omission or any other cause and whether on the part of PTSD Resolution or our servants, agents or any other person or entity.

14.6 If we are liable to you for any reason, our liability will be limited to twice the amount paid by you for the Product concerned. This limit does not apply to any liability we may have

for death or personal injury resulting from our negligence or for our fraudulent misrepresentation.

14.7 You are responsible for ensuring that your computer system meets all relevant technical specifications necessary to use our website and is compatible with our website. You also understand that we cannot and do not guarantee or warrant that any material available for downloading from our website will be free from infection, viruses and/or other code that has contaminating or destructive properties. You are responsible for implementing sufficient procedures and virus checks (including anti-virus and other security checks) to satisfy your particular requirements for the accuracy of data input and output.

14.8 The limitations and exclusions in this clause do not affect your non-excludable statutory rights and only apply to the extent permitted by applicable law.

15 General

15.1 We may, but you may not, assign any rights and/or transfer, subcontract or delegate any obligations under these terms and conditions, and/or charge or deal in any other manner with these terms and conditions or any of our respective rights or obligations. Any purported assignment, transfer, sub-contracting, delegation, charging or dealing in contravention of this clause 15.1 shall be ineffective. These terms and conditions are personal to you and are entered into by you for your own benefit and not for the benefit of any third party.

15.2 We may alter these terms and conditions from time to time and post the new version on our website, following which all use of our website will be governed by that version. You must check the terms and conditions on the website regularly.

15.3 These terms and conditions together with the privacy policy, any order form and payment method instructions, if any, are the whole agreement between you and PTSD Resolution. You acknowledge that you have not entered into this agreement in reliance upon any statement, warranty or representation made by PTSD Resolution or any other person and you irrevocably and unconditionally waive any rights to claim damages and/or to rescind these terms and conditions by reason of any misrepresentation (other than a fraudulent misrepresentation) that is not contained in the terms and conditions, privacy policy, order form and payment method instructions.

15.4 If any provision or term of these terms and conditions shall become or be declared illegal, invalid or unenforceable, for any reason whatsoever, such term or provision shall be divisible from the other terms and conditions and shall be deemed to be deleted from them.

15.5 These terms and conditions and your use of our website are governed by English law and you submit to the non-exclusive jurisdiction of the English court.

15.6 Except in respect of a payment obligation, neither you nor PTSD Resolution will be held liable for any failure to perform any obligation to the other due to causes beyond your or PTSD Resolution's respective reasonable control.

15.7 Failure or delay by either party enforcing an obligation or exercising a right under these terms and conditions does not constitute a waiver of that obligation or right.

15.8 These terms and conditions do not confer any rights on any person or party (other than you and/or us) pursuant to the Contracts (Rights of Third Parties) Act 1999.

16 Notices

16.1 All notices shall be given:

16.1.1 to us via email at complaints@ptsdresolution.org or by post at:

PTSD Resolution Ltd,
c/o Chantry House,
22 Upperton Road,
Eastbourne,
East Sussex,
BN21 1BF
United Kingdom

16.1.2 to you at either the email or postal address you provide during any registration and/or ordering process.

16.2 Notice will be deemed received when an email is received in full (or else on the next business day if it is received on a weekend or a public holiday in the place of receipt) or three (3) days after the date of posting.

16.3 You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

17 Replacement

These terms and conditions replace all other terms and conditions previously applicable to the use of our website and/or sale of the Products

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