

Terms and conditions - Posh Spas Leisure Ltd 2021-

1.1 Posh Spas Leisure Ltd, is registered in England and Wales under company number 07416439, VAT Reg. No and our registered office is Unit 32, Phorpres close, Hampton, Peterborough, PE7 8FZ.

2.1 After placing an order, you will receive an e-mail from us confirming that your order has been accepted (Order Confirmation). The contract between us (Contract) will only be formed when we send you this Order Confirmation or, if you have successfully applied for our credit option, when our selected finance company has confirmed to us that it has received your signed finance agreement.

2.2 The Contract will relate only to those products whose order we have confirmed in the Order Confirmation (Products). We will not be obliged to supply any other products which may have been part of your order until the order of such products has been confirmed in a separate Order Confirmation.

2.3 We will assign an order number to your order and tell you what it is in the Order Confirmation. It will help us if you tell us the order number whenever you contact us about your order.

2.4 Our website is solely for the promotion of our products in the UK. Unfortunately we do not accept orders from or deliver to addresses outside the UK.

2.5 We may refuse at our discretion to accept an order:

- (a) where we cannot obtain authorisation for your payment;
- (b) if there has been a pricing or product description error; or
- (c) if you do not meet any eligibility criteria set out in our terms and conditions.
- (d) services or information ordered by you are not available;
- (e) where goods, services or information ordered by you are not available;
- (f) if we do not deliver to your area;

Where we do not accept your order but have processed your payment, we will re-credit your account with any amount deducted by us from your debit or credit card within 14 working days (this excludes weekends, bank holidays and office closures), but in any event within 30 days of your order. We will not be obliged to pay any additional amount as compensation for disappointment, loss of earnings, subcontractors' time i.e. plumbers, electricians or property damage, or delays or damages caused by external couriers.

.1 Details of our credit options are set out on our website.

3.2 In order to be considered for our credit option, you must be at least 18 years of age, resident in the United Kingdom for at least three years, have a credit or debit card and a bank or building society current account and be either self-employed or in full or part time employment (over 16 hours per week) or retired and in receipt of a pension or in receipt of a disability benefit.

3.3 Your application for our credit options will be sent to our selected finance company who will notify you and us if your application is successful and, if successful, will send you the credit agreement which you must sign electronically and fulfil or document required by said finance company.

3.5 If you choose to apply for finance, the address you supply in your application is the address we will deliver to and this delivery address cannot be changed.

3.6 Finance is authorised and regulated by the Financial Conduct Authority in relation to credit broking. The company is a credit broker and not lender and offers products from a panel of lenders.

Credit is Subject to Status and Affordability. Terms and Conditions Apply.

4.1 If you are contracting as a consumer in the UK and change your mind about the Products, you may cancel a Contract at any time up to 28 days from the day you received the Products. In this case, you will receive a full refund of the price paid for the Products in accordance with our Refunds and Returns Policy as set out in clause 11. Delivery and Collection fees will be deducted from the refund amount. Products with delivery included/free delivery have had the delivery charge built into the overall price and will also be deducted from the refund amount in the case of a refund.

Deposits are non-refundable.

4.2 To cancel a Contract, you must inform us by email or in writing. In addition, you must return the Products to us in the same condition in which you received them which means, for the avoidance of doubt and without limitation, that they must be in perfect resalable condition and undamaged and unused in any way and also in its original packaging. You have a legal obligation to take reasonable care of the Products while they are in your possession.

4.3 Details of this right, and an explanation of how to exercise it, are provided in the Order Confirmation.

4.4 This provision does not affect your legal right as a consumer to change your mind. In summary, the Consumer Contracts Regulations 2013 give you the right to change your mind and cancel a Contract within 14 days from the day you received the Products (or, where the Products are split into several deliveries over different days, 14 days from the day you received the last delivery) and receive a refund. We may reduce the refund of the price (excluding delivery costs) to reflect any reduction in the value of the Products caused by your handling of them in a way that would not be permitted in a shop. The maximum refund for delivery costs will be the costs of delivery by the least expensive delivery method relating to your product that we offer.

5.1 All descriptions of the products on our website are correct at the time of publication. Our policy of continuous product development means we reserve the right to amend the specification of products without prior notice in relation to future sales.

5.2 The measurements of the products are as accurate as possible, but are nevertheless approximate. Images of the products on our website, posters and other

forms of advertisement are for illustrative purposes only and, although we have made every effort to show the colours as accurately as possible, we cannot guarantee that the colours shown accurately reflect the colour of the products.

5.3 We will endeavour to match the colour and texture of your product to the samples chosen as accurately as possible, but variations in both the colour and texture may occur. Posh Spas Leisure Ltd are not responsible for variations in colour. Such variations are not reasonable cause for order cancellations. Refunds and exchanges will not be offered for this reason.

5.4 It is your responsibility to check that all the details on the order form are correct, including the exact specifications of the products and delivery details. Any discrepancies are to be outlined within 24 hours of receiving the Order Confirmation.

5.6 Our products are intended solely for domestic use in the UK and we give no guarantees or undertakings in respect of the use of our products for commercial or business purposes. By agreeing to these terms and conditions, you agree that we are in no way responsible for any non-domestic or commercial use of our products and that you have no rights to cancel this purchase if you are purchasing the Product in a business capacity.

5.7 Product lead times and delivery dates provided on the website and subsequently communicated in any form are estimates and cannot be guaranteed. Posh Spas Leisure Ltd are in no way responsible for delays in manufacturing or overseas shipment, and no form of compensation will be given.

6.1 The provisions of this clause apply in addition to your legal consumer rights in relation to faulty or misdescribed goods, which are not affected by the guarantees set out in this clause. For the purpose of this clause the guarantor is Posh Spas Leisure Ltd.

6.2 Posh Spas Leisure Ltd offers a variety of ranges of spas, slight differences between brands may occur in terms of what warranty is offered. Please refer to our warranty section or the 'Warranty' sections found on product pages and in your purchase document pack.

6.3 Our guarantees are limited to goods sold and retained in the mainland United Kingdom and used solely in private residences and not in commercial or rental properties. Unless you have specifically purchased a 'Holiday Let Spa' whereby you will receive a bespoke guarantee.

6.4 These guarantees do not cover fair wear and tear, neglect, abuse or misuse of your Products, loss or damage, including rusting and corrosion, due to unreasonable exposure to water, heat or weather; loss or damage due to fire, smoke, explosion, lightning, sunlight, infestation by animals or boring insects, damage by animals generally or theft, or accidental damage or loss caused by a third party.

6.5 In the event of a claim under guarantee occurring, please visit our owners section of the website. You will need to provide your delivery address, contact details, product

serial number and a summary of the problem with accompanying photos if requested. We will then notify you whether the claim is valid via telephone or e-mail within a reasonable period of time.

6.6 In the event of an accepted claim under guarantee we will endeavour to repair the defective goods, in your home, free of charge within the terms set out in your labour coverage from the day of delivery. If a repair is not possible you will be offered a replacement and only if a suitable replacement is not available will you be offered a refund.

6.7 We will not be liable for any direct or indirect loss of profits or other financial loss or damage arising out of defective, damaged or wrongly delivered goods, over and above the value of the actual goods themselves supplied by us. This does not affect your legal rights. No compensation will be given in addition.

6.8 We have a legal duty to supply products that are in conformity with the Contract, and nothing in these terms will affect your legal rights if we fail to do so. In summary, the Consumer Rights Act 2015 says goods must be as described, fit for purpose and of satisfactory quality and during the expected lifespan of your Product. Your legal rights entitle you to the following remedies: (a) Up to 30 days: if your Product is faulty, you're entitled to a full refund in most cases. (b) Up to six months: you're entitled to a full refund in most cases if the Products cannot be repaired or replaced.

6.9 Guarantees and Warranties are not transferable upon the resale by the customer to another end user.

7.1 The price of any Product(s) will be as quoted on our website or, where we have sent you a time-limited promotional offer and you order within that time limit, at the promotional price, in each case except in cases of obvious error. These prices include VAT at the prevailing rate.

7.2 Prices are liable to change at any time, but changes will not affect orders in respect of which we have already sent you an Order Confirmation.

7.3 Our website contains a large number of configurable products options and it is possible that, despite our best efforts, some of the products listed on our website may be incorrectly priced. We will normally verify prices as part of our dispatch procedures so that, where a Product's correct price is less than our stated price, we will charge the lower amount when dispatching the Product to you. If a Product's correct price is higher than the price stated on our website, we will normally, at our discretion, either contact you for instructions before dispatching the Product, or reject your order and notify you of such rejection.

7.4 We are under no obligation to provide the Product to you at the incorrect (lower) price, even after we have sent you an Order Confirmation, if the pricing error is obvious and unmistakable and could have reasonably been recognised by you as a pricing error.

8.1 Unless you successfully apply for our credit options, payment for all Products may be made by credit or debit card. We accept payment by Visa and MasterCard over the

phone providing the card used is registered to the delivery address. Once payment has been received the delivery address cannot be changed. Cash payments can be taken upon delivery that has been provided by the Posh Spas Leisure Ltd team only. Cash and over the phone payments will not be accepted when using 3rd party couriers. We do not accept American Express unless paying online and is available at the time of making payment.

The individual who has been accepted for the finance must be present on the day of delivery to sign in person or electronically for the goods.

8.2 Payment by bank transfer which must be received and cleared before delivery can be made by contacting our head office accounts department on accounts@poshspas.co.uk. Please make sure you have your invoice number to hand and reference your payment by using your invoice number.

8.3 We take a minimum 25% deposit when you place your order for all made to order/Special Order items. Products cannot be delivered until full payment has been received, this can be at a minimum of 7 working days before delivery. If you are taking delivery on a Saturday, Sunday, Bank Holiday or National Holiday then payment must be made in good time to ensure funds have cleared.

8.4 If you successfully apply for our finance credit option, a deposit may be collected from you on our behalf by our selected finance company. You authorise our selected finance company to pay the credit amount directly to us and you confirm that you will not request the finance company to pay any part of the credit amount to you.

8.5 If for any reason you cancel the agreement with our selected finance company, any unpaid balance of the price will be payable by you to Posh Spas Leisure Ltd.

9.1 Before we deliver your Products, you must have either paid for them in full or, if you have successfully applied for our credit option, our selected finance company must have confirmed to us that they have received your signed finance agreement.

9.2 Our logistics manager or delivery partner will contact you to notify you when your Products are available for dispatch and will arrange a date for delivery to the address specified by you in accordance to your original invoice. We reserve the right to require proof of identification from you when making a delivery to you.

9.3 Delivery to UK mainland addresses for Hot Tubs is a standard £400 unless, in most cases this is incorporated into the price of the spa unless stated otherwise. A surcharge of £2.50 per mile will be invoiced should your delivery address exceed 200 miles from PE7 8FZ. For deliveries to Northern Ireland, the Scottish Highlands, Scottish Islands, Isle of Man, Isle of Wight, Scilly Isles, Jersey and Guernsey a quote will be required from an external freight company, whereby the difference will be charged to yourselves before goods are released.

9.4 You are required to take delivery on the date agreed between us or the delivery partner, otherwise we reserve the right to charge you an additional redelivery fee of the original amount. This payment will be due before redelivery takes place.

9.5 Our delivery partner has an estimated delivery time slot between 9am and 5pm. If you subsequently cancel the delivery or if you are not available to accept the delivery when our delivery partner arrives at your address within the agreed time slot, we reserve the right to charge you for the cost of the return delivery in addition to any delivery charge already paid.

9.6 Time of delivery is not of the essence in these terms and conditions. We will not be liable for any direct or indirect loss of profits or other financial loss or damage suffered by you through any delay.

9.7 Delivery is always subject to the health and safety of the delivery personnel.

9.8 In regards to Hot Tubs at the time of delivery, the Products will be unpacked and where required assembled. A signature will be required to acknowledge delivery. The signature of the person accepting delivery at the delivery address will be proof that you or the person to whom the order is addressed has received the delivery and accepts the product in its current condition.

In regards to any other product you will have 3 days to outline any damages upon opening the product. After 3 days Posh Spas Leisure Ltd or its associates will not be liable for any damages. If a product arrives to you with damaged packaging please ensure you sign for the parcel as “damaged” and report this immediately to service@poshspas.co.uk. Providing us with your name and address.

9.9 You are responsible for checking the condition of all Products delivered and must highlight any issues upon receipt with the delivery carrier. The delivery carrier will direct all queries at this stage to us and we will agree a means of resolving the issues that are presented at this time.

9.10 Use of Cranes and HIABs are required on occasion to position spas and swim spas in place. It is down to you the customer to arrange the required vehicle to lift in your product. Posh Spas Leisure Ltd will advise where possible dimensions, weights etc but cannot be held liable should the incorrect vehicle be booked. Posh Spas Leisure Ltd advise that site surveys from the third party company take place, and also insurance against damages caused by said company.

9.11 Your Products will be constructed to the highest possible standards. Should you have any concerns prior to or following delivery please contact us at either info@poshspas.co.uk or by using our online LiveChat within opening hours..

9.12 Our used hot tub removal service is only available in mainland UK. The charge for this service is a minimum of £350 per item. Providing the service has been booked and paid for in advance, the delivery carrier will only take the item away if it has been disassembled, drained and packaged by the customer beforehand and if it is in a reasonably hygienic state and unlikely to contaminate. Please email sales@poshspas.co.uk for accurate quotes and availability. Availability is subject to busy periods.

In order to keep the costs of our products down it remains the sole responsibility of the buyer to dispose of any packaging that may be left from the installation of the hot tub or any other service provided by Posh Spas Leisure. Should a buyer wish Posh Spas Leisure to remove and dispose of such material then a charge of £50 will be taken prior to Posh Spas Leisure doing so.

10.1 The Products will be at your risk from the time of delivery.

10.2 Ownership of the Products will pass to you when we receive full payment of all sums due in respect of the Products, including delivery charges (if any) from you.

11.1 Nothing in this clause 11 affects your legal rights.

11.2 We will refund any money received from you using the same method originally used by you to pay for your purchase. Where the Payment was made by credit or debit card, refunds can only be made to the original card of purchase.

11.3 Where you exercise your right to change your mind and cancel the Contract, Product must be returned to us in a saleable condition. We will refund to you all monies paid by you in respect of the price of the returned Product but reserve the right to make reasonable deductions from the amount refunded to you if there are signs of wear and/or use and/or damage. We will process the refund due to you as soon as possible and, in any case, within 30 days of the day on which we receive the Product back.

Deposits and Delivery charges are not refundable.

11.4 There is no automatic right of return for any clearance item purchased from our showrooms or website and they are sold as seen and or accepted as such.

11.5 If you end the Contract for any reason, you must return the Products to us. You must either return the Products to us in person or arrange collection through Posh Spas. Please contact customer services at info@poshspas.co.uk or telephone 01733 252 827 to arrange a return. If you are exercising your legal right to change your mind, you must return the Products within 14 days of telling us that you wish to end the Contract. We will pay the costs of return if the Products are faulty or misdescribed. In all other circumstances, including where you are exercising your right to change your mind, you must pay the costs of return. If you are responsible for the costs of return and we are collecting the Products from you, we will charge you the direct cost to us of collection which must be paid before collection takes place.

11.6 If you return a product for any reason other than a change of mind (for instance, you have notified us because you claim that the Product is faulty), we will examine the returned Product and, where we agree that the Product is faulty and have not been able to provide a replacement or repair, we will notify of your refund via telephone or e-mail within a reasonable period of time. We will process the refund due to you as soon as possible and, in any case, within 30 days of the day we confirmed to you via e-mail that you were entitled to a refund for the faulty Product. This does not affect your legal remedies for faulty products.

11.7 REFUNDS AND RETURNS MUST BE AUTHORISED prior to sending back your products.

The rights to return the goods to us as referred to in clause 11 will not apply in the following circumstances: –

* in the event that the product has been used

* to any products that we have made or customised specifically for you

12.1 We warrant to you that any product purchased from us is of satisfactory quality and reasonably fit for all the purposes for which products of the kind are commonly supplied.

12.2 Our liability for losses you suffer as a result of us breaking the Contract are strictly limited to the purchase price of the Product you purchased and any losses which are a foreseeable result of us breaking the Contract or failing to use reasonable care, but we are not responsible for any loss or damage which is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or, at the time the Contract is made, both you and we knew that it might happen (for example, if you discussed it with us during the sales process.)

12.3 Nothing in this clause 12 limits in any way our liability: (a) for death or personal injury caused by our negligence; (b) for defective products under the Consumer Protection Act 1987; (c) for fraud or fraudulent misrepresentation; (d) for breach of your legal rights in relation to the Products, including the right to receive products which are as described and match information we provided to you and any sample seen by you, of satisfactory quality and fit for any particular purpose made known to us; or (e) for any matter for which it would be illegal for us to exclude, or attempt to exclude, our liability.

12.4 We are not liable for business losses. We only supply the products for domestic and private use. If you use the products for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption or loss of business opportunity.

13.1 Applicable laws require that some of the information or communications we send to you should be in writing. When using our site, you accept that communication with us will be mainly electronic. We will contact you by e-mail or provide you with information by posting notices on our website. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your legal rights. In the event of questions or complaints please email

info@poshspas.co.uk. 14.1 All notices given by you to us must be given to Posh Spas Leisure Ltd Unit 32, Phorpres Close, Hampton, Peterborough, PE7 8FZ or emailed to info@poshspas.co.uk. We may give notice to you at either the e-mail or postal address you provide to us when placing an order, or in any of the ways specified in clause 12 above. Notice will be deemed received and properly served immediately when posted on our website or social media, 24 hours after an e-mail is sent, or three days after the

date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, which such e-mail was sent to the specified e-mail address of the addressee.

15.1 For full details of how we will use personal information that you provide to us, please see our Privacy Policy. In summary, we will use such information to supply the Products to you, to process your payment for the Products and, if you agreed to this during the order process, to give you information about similar products that we provide but you may stop receiving this information at any time by contacting us.

15.2 We will only give your personal information to third parties where the law either requires or allows us to do so.

15.3 Photographic Evidence may be taken during the delivery and of the final positioning of the spa, whether fully installed or left packaged at the delivery destination. Such photos and videos may be used as evidence in cases where claims are made, or for the purpose of marketing the products sold by Posh Spas Leisure Ltd. Such evidence will contain only the product, and not in any way disclose the product location and or owners of the spas unless written confirmation is provided by the individuals in the photo.

15.4 Posh Spas Leisure Ltd is fully compliant in the GDPR regulations set out in May 2018. The full compliance document is available upon request.

16.1 We will not be liable or responsible for any failure to perform, or delay in performing, any of our obligations under a Contract that is caused by events outside our reasonable control (Force Majeure Event).

16.2 A Force Majeure Event includes any act, event, non-happening, omission or accident beyond our reasonable control and includes in particular (without limitation) the following:

- Strikes, lock-outs or other industrial action;
- Civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war;
- Fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster or any other acts of god.
- Impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport;
- Impossibility of the use of public or private telecommunications networks;
- The acts, decrees, legislation, regulations or restrictions of any government.

16.3 Our performance under any Contract will be suspended for the period that the Force Majeure Event continues, and we will have an extension of time for performance

for the duration of that period. We will use our reasonable endeavours to bring the Force Majeure Event to a close or to find a solution by which our obligations under the Contract may be performed despite the Force Majeure Event.

17.1 Nobody else has any rights under this Contract This Contract is between you and us and is also binding on our respective successors and assigns. No other person will have any right to enforce any of its terms, except as explained in clause 17.2 in respect of our guarantee. Neither of us will need to get the agreement of any other person in order to end the Contract or make any changes to these terms.

17.2 You need our consent to transfer your rights to someone else. You may only transfer your rights or obligations under the Contract to another person if we agree to this in writing. However, you may not transfer our guarantee to a person who has acquired the Product.

17.3 We may transfer the Contract to someone else. We may transfer or sub-contract any of our rights or obligations under the Contract to another organisation at any time during the term of the Contract. We will tell you in writing if this happens and we will ensure that this will not affect your rights under the Contract.

17.4 Even if we delay in enforcing the Contract, we can still enforce it later. If we do not insist immediately that you do anything that you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this Contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.

17.5 If a court finds part of the Contract illegal, the rest continues in force. Each of the paragraphs in these terms operates separately. If any court or competent authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

17.6 These are the only relevant terms. These terms, any documents referred to in them and our Website Terms of Use and Privacy Policy are the entire agreement between us. In entering into the Contract, neither of us has relied on anything said or written by the other prior to entering into the Contract, and neither of us will have any remedy in respect of any untrue statement made by the other prior to the date of any Contract (unless such untrue statement was made fraudulently).

17.7 We may amend these terms. We have the right to amend these terms from time to time to reflect changes in market conditions affecting our business, changes in technology, changes in payment methods, changes in relevant laws and regulatory requirements and changes in our system's capabilities. You will be subject to the policies and terms in force when you order products from us, unless any change to them is required by law or governmental authority (in which case it will apply to orders previously placed by you), or we notify you of the change to them before we send you the Order Confirmation (in which case we have the right to assume that you have

accepted the changes, unless you notify us to the contrary within seven working days of receipt by you of the Products).

17.8 Which laws apply to this Contract and where you may bring legal proceedings? These terms and the Contract are governed by the laws of England and Wales and you can bring legal proceedings in respect of the products in the courts of England and Wales or, if you live in Scotland, in the courts of either Scotland or England and Wales or, if you live in Northern Ireland, in the courts of either Northern Ireland or England and Wales.

17.9 What to do if you have a complaint. If you have any complaint about the products or service that we have provided, please contact info@poshspas.co.uk and we will do our best to resolve it. In addition, please note that disputes may be submitted for online resolution to the European Commission online dispute resolution platform.

19.1 You are permitted to print and download extracts from this Website for your own private use on the following basis:

- (a) no documents or related graphics on this Website are modified in any way;
- (b) no graphics on this Website are used separately from accompanying text; and
- (c) any of our copyright and trade mark notices and this permission notice appear in all copies.

19.2 Unless otherwise stated, the copyright and other intellectual property rights in all material on this Website (including without limitation photographs and graphical images) are owned by us or our licensors. For the purposes of these terms and conditions, any use of such material other than in accordance with this clause for any purpose is prohibited. If you breach any of the terms in these terms and conditions, your permission to use such material automatically terminates and you must immediately destroy any such material.

19.3 Subject to this clause, no part of such materials may be reproduced, displayed, modified, sold or stored without our prior written permission.

19.4 Any rights not expressly granted in these terms are reserved.

(Covering all Stores, Social Media and Websites related to Posh Spas Leisure Ltd)

21.1 Other than personally identifiable information, which is covered under the Privacy Policy, any material you transmit or post to this Website will be considered non-confidential and non-proprietary. We will have no obligations with respect to such material. We and our nominees will be free to copy, disclose, distribute, incorporate and otherwise use such material and all data, images, sounds, text and other things embodied therein for any and all commercial or non-commercial purposes.

21.2 You are prohibited from posting or transmitting to or from this Website any material:

- (a) that is threatening, defamatory, obscene, indecent, seditious, offensive, pornographic, abusive, liable to incite racial hatred, discriminatory, menacing, scandalous, inflammatory, blasphemous, in breach of confidence, in breach of privacy or which may cause annoyance or inconvenience;

- (b) for which you have not obtained all necessary licences and/or approvals;
- (c) which constitutes or encourages conduct that would be considered a criminal offence, give rise to civil liability, or otherwise be contrary to the law of or infringe the rights of any third party, in the UK or any other country in the world; or
- (d) which is technically harmful (including, without limitation, computer viruses, logic bombs, Trojan horses, worms, harmful components, corrupted data or other malicious software or harmful data).

21.3 You may not misuse the Website (including, without limitation, by hacking, impersonating any person or entity or falsely misrepresenting your affiliation with a person or entity, 'stalk' or harass another or collect or store personal data about other users).

21.4 We will fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity or locate anyone posting any material in breach of these terms and conditions.

21.5 It is your responsibility to determine that your input into our site, including use of any chat room areas of our site, including your choice of your user name, conforms to the above conditions.

21.6 If you notice any content which breaches these conditions, please notify us by email to info@poshspas.co.uk

22.1 These terms and conditions shall be governed by and construed in accordance with English law. Disputes arising in connection with these terms and conditions shall be subject to the exclusive jurisdiction of the English courts where the claim is brought by you, save where you have legal rights to bring any claim in respect of such a dispute in any other jurisdiction. We nevertheless retain the right to bring proceedings against you for any threatened or actual breach of these terms and conditions in your country of residence, registration or business or any other relevant country.

22.2 We do not warrant that materials, services or information for sale on the Website are appropriate or available for use outside the United Kingdom. It is prohibited to access the Website from territories where its contents are illegal or unlawful. If you access this Website from locations outside the United Kingdom, you do so at your own risk and you are responsible for compliance with local laws.