WELLNESS ONE

Precision outdoor heat, cold and water
British weather. Delivered and installed as one system.

PRODUCT PROPOSAL

Lifestyle 3 proposal

OFFER	PREPARED	VALID UNTIL
SYNTHETIC-FIN-WON	20 Sep 2026	20 Oct 2026

PREPARED FOR

Iain Moreton
—
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INSTALLATION ADDRESS

Synthetic fixture address
ZZ1 1ZZ

Product and scope

DESCRIPTION	QTY	PRICE EX VAT
Lifestyle 3 6-person outdoor sauna. Natural or Black finish. Double-glazed aluminium-framed windows and doors. Thermo aspen interior. Huum or Harvia heater.	1	£19,600.00

Subtotal	£19,600.00
Discount	£0.00
Total ex VAT	£19,600.00
VAT (20%)	£3,920.00
Total inc VAT	£23,520.00

Product specification

- Thermo aspen interior wood, oiled for protection
- Five-year guarantee
- Thermo treated exterior cladding, painted or oiled for protection
- Super insulated — 200mm thick walls, floor and ceiling
- Aluminium-framed double-glazed windows and doors
- Lockable door
- EPDM membrane for roof and floor
- Thermo aspen floor grid
- LED lighting
- Bucket, ladle, thermometer and hygrometer included
- Delivery and installation included
- Huum or Harvia heater included
- Manufactured in the UK — world's best outdoor saunas

Included scope and notes

SYNTHETIC FINANCIAL FIXTURE — no customer send or real evidence.

Exclusions

1. Supply of utilities to the cabins and connections to the main supply
2. Floor tiling/finish
3. Any decoration outside the cabins

Payment schedule

• Factory Deposit — 50%
• 14 days before goods leave the factory — 40%
• Delivery and Installation — 10%

Terms and conditions

These terms are part of this saved quote version.

1. Terms & Conditions

Terms & Conditions
These terms and conditions are between Wellness One Construction Ltd,
a company registered in England and Wales with Company Registration No: 14520748 (we, us or our) and you, the individual or entity listed as the client or customer in our Proposal (you or your), together the Parties and each a Party.
1. These Terms
1.1. What these Terms covers: These Terms contains the terms and conditions on which we supply the Goods and Services to you.
1.2. Please read these Terms carefully before you accept these Terms. These Terms tell you who we are, how we will provide the Goods and Services to you, how you and we may change or end these Terms, what to do if there is a problem with the Goods or Services and other important information.
1.3. If you think that there is a mistake in these Terms or require any changes to these Terms, please contact us to discuss (using our contact details in the Proposal).
2. Acceptance
2.1. You have requested the Goods and Services set out in the Proposal, and you are taken to accept these Terms by signing the Proposal and returning it to us.
2.2. You agree that by signing the Proposal, you are the Property owner, or have the legal authority to enter into a contract for the Goods and Services on behalf of the Property owner.
3. Consumers - No right to change your mind.
YOU ACKNOWLEDGE AND AGREE THAT THE GOODS WE PROVIDE TO YOU UNDER THESE TERMS ARE CUSTOMISED TO YOUR SPECIFICATIONS, THEREFORE, SUBJECT TO THE FOLLOWING SENTENCE, YOU DO NOT HAVE A RIGHT TO CHANGE YOUR MIND OR CANCEL THE TERMS AFTER YOU ENTER INTO THEM.
4. Our supply of the Goods and Services
4.1. In consideration of your payment of the Price, we will provide the Goods and Services to you in accordance with these Terms and all applicable laws, whether ourselves or through our Personnel.
4.2. We agree to provide the Goods and Services using reasonable care and skill.
4.3. We will not be responsible for any Goods and Services unless expressly set out as being included in the Proposal. For the avoidance of doubt, we will not be responsible for any goods or services excluded under these Terms (including in clause 5.4) or in the Proposal.
4.4. We will not be responsible for commencing the provision of any part of the Goods and Services until you have paid us the Deposit.
4.5. You agree that the Goods will be bespoke and/or made to the Specifications (which are unique to you and/or the Property). You agree to select a model of the Goods from our website. We will then work with you to ascertain your Specifications for the Goods and we will create the Proposal on this basis.
4.6. We may require you to provide photos of the Property for us to prepare the Price and Specifications. You agree to ensure these photos are an accurate reflection of the Property.
4.7. You are responsible for taking accurate measurements of the Property. We will not be liable for, and you waive and release us from any, arising from or in connection with the measurements of the Property being incorrect or inaccurate.
4.8. We (or our Personnel) will prepare the Specifications for the Goods (including a technical drawing), which we will provide to you. You agree to confirm you are happy for the Goods to be ordered in accordance with the Specifications. After you have confirmed, we will begin manufacturing of the Goods.
4.9. You acknowledge and agree that no variations to the Specifications, the Goods or the Services will be accepted after this point in time, unless we expressly agree with you in writing and a Variation has been agreed to in accordance with clause 6.
4.10. By confirming the Specifications, you agree that:
(a) the Specifications are correct, accurate and free from errors.
(b) the Specifications cannot be changed (without our prior written approval);
(c) we will commence the manufacture of the Goods based on the Specifications.
(d) the Goods and Services are non-cancellable for changes in mind; and

(e) you are liable to pay us the full amount for the Goods and Services.

5. Our supply of the Installation Services

5.1. After the production drawings have been signed off and the cabin goes into production, we will contact you to arrange an estimated installation date and time for us to deliver the Goods and to perform the installation Services (Agreed Installation Time).

5.2. Where you cancel or postpone the Agreed Installation Time within 7 days of the Agreed Installation Time, or we (or our Personnel) are otherwise unable to access the Property at the Agreed Installation Time (due to no fault on our part), you are liable to pay us a fee of
£1200 inc VAT (Installation Cancellation Fee), payable within 7 days of the fee becoming payable. You acknowledge and agree that the Installation Cancellation Fee is a reasonable pre-estimate of our losses due to your cancellation or postponement of the installation of the Goods and Services.

5.3. We will use our commercial best endeavours to provide the Goods and Services at the Agreed Installation Time. If it is not possible for us to provide the Goods and Services at the Agreed Installation Time, then we will do so within a reasonable period after the Agreed Installation Time, and at another time mutually agreed between the Parties.

5.4. We will not be liable for a delay or failure to deliver the Goods and to perform the installation Services by the Agreed Installation Time to the extent we are impacted by a Force Majeure Event.

5.5. You acknowledge and agree that, to the maximum extent permitted by law, we will not be responsible for any of the following when performing the Services:

(a) removing and/or reinstating any items on, around or adjacent to where the Goods are being installed, e.g., curtains, blinds, shutters and/or furniture.(b) painting, redecorating or other cosmetic fixes required after installation of the Goods and provision of
the Services.

(c) fixing any other damage which is pre-existing prior to us performing the Goods and Services; and

(d) any loss or damage that is an unavoidable consequence of the provision of the Goods and Services.

5.6 Subject to clauses 5.4 and 6, upon completion of the Services, we agree to leave the Property in a clean and tidy state, reasonably comparable to the state the Property was in when the Goods and Services commenced.

6. Variations and Unforeseen Property Conditions

6.1. If we encounter any condition, event, circumstance, matter or thing in, on or around the Property or otherwise that could not have reasonably been foreseen or anticipated by us as at the date of the Proposal, and that would or would likely result in us, you or any third party suffering or incurring additional cost or delay, or would require a change to the Proposal, Goods, Services, Price, and/or these Terms (Unforeseen Property Condition), during the provision of the Goods and Services, including at the point where our surveyor prepares the Specifications, we will notify you as soon as reasonably practicable after becoming aware of Unforeseen Property Condition.

6.2. Any additional works, materials, costs, or delays that we reasonably suffer or incur because of any Unforeseen Property Condition, or any instructions or directions given by you that are in addition to the Goods and Services, will constitute a variation, for which a change to the Goods and Services, Price and/or these Terms may apply (as reasonably determined by us). Any variation will be priced in accordance with our Proposal, or any schedule of rates provided to you by us, or otherwise as agreed between the Parties. We will not be required to perform the Goods and Services the subject of any Unforeseen Property Conditions until the Parties have agreed to the effect of the variation in writing.

6.3. You may request to make a change to the Goods and Services you have requested prior to the Specifications being confirmed under clause

6.4. Please contact us if you wish to make a variation. We will let you know if the change is possible. If it is possible, we will let you know about any changes to the Price of the Goods and Services, the timing of supply of the Goods and Services or anything else which would be necessary because of your requested change and ask you to confirm whether you wish to go ahead with the change. If we consider that any instruction or direction from you constitutes a variation to the scope of our obligations under these Terms, then we will not be obliged to comply with such instruction or direction unless agreed between the Parties in accordance with this clause.

7. Wellness One Warranty
7.1. Definitions
7.1.1. “Product” means a sauna or sauna product (including a sauna bath, sauna door or sauna accessory) manufactured by Wellness One for indoor or outdoor use, whether prefabricated or assembled.
7.1.2. "Wellness One" means Wellness One Construction Ltd, the manufacturer and supplier of the Product.
7.1.3. “Customer” is the person who has purchased the Product from Wellness One for its intended use.
7.1.4. “Defect” means a failure or defect in the Product (including a manufacturing or material defect) that prevents the Product from being used as intended.
7.2. Content and scope of the warranty
7.2.1. "Warranty" means the obligation of Wellness One to remedy Defects notified to it by the Customer during the Warranty Period and caused by a manufacturing or material defect, or to reimburse the Customer for the costs incurred by the Customer with the prior written agreement of Wellness One, in remedying such Defects. The method of remedying the Defect shall be at the discretion of Wellness One.
7.2.2. The warranty does not apply to third parties to whom the Customer has transferred the Product. A Customer, who is not a consumer, is not covered by the Warranty unless Wellness One has previously confirmed this to the individual Customer in a form that can be reproduced in writing.
7.2.3. The "Warranty Period" is 5 years from the date of delivery of the Product to the Customer who is a consumer, but not more than 3 years from the date of manufacture of the Product. Unless the Customer proves to Wellness One the date of delivery of the Product to the Customer, the Warranty Period shall be 5 years from the date of the conclusion of the sales contract for the Product with the Customer. If Wellness One replaces a Product with a Defective Product, the Warranty Period shall be 5 years from the date of delivery of the replaced Product to the Customer. If the defective Product is repaired by Wellness One, the Warranty Period shall be 5 years from the date of repair in respect of the repaired Defect.
7.2.4. The Warranty does not cover:
(a) Defects that are not caused by the acts or omissions of Wellness One, including where (i) the Product has not been installed in accordance with its installation instructions; (ii) the Product has not been used in accordance with its instructions for use and maintenance; (iii) the Product has been stored in an unsuitable manner (including being exposed to the elements, high temperature fluctuations, or excessive humidity, being stacked, etc.); (iv) the Product has been damaged during installation or use; (v) the Defect has been caused by the use with the Product of equipment or components other than those supplied by Wellness One, or by a failure of such equipment or components; or (vi) the Defect has been caused by force majeure, unforeseeable events or extraordinary weather conditions (e.g. vandalism, fire, flood);
(b) natural wear and tear that occurs during the intended use of the Product;
(c) naturally occurring and expected characteristics of wood materials (differences in wood grain, knots, slight variations in tone) and phenomena that occur naturally during use of the Product (shrinkage and expansion due to temperature and humidity, moderate deformation) and the visual disturbances they may cause; nor
7.2.5. The Warranty does not apply if:
(a) the Customer has not notified Wellness One within 2 months of becoming aware of the Defect;
(b) the Customer has knowingly provided false information about the alleged Defect;
(c) the Customer has continued to use the Product after the discovery of the Defect without the prior consent of Wellness One in a form that can be reproduced in writing; or
(d) the Product has been in public use or in similar conditions of heavy use without the prior written consent of Wellness One.
7.2.6. Equipment installed in or accompanying the Product and supplied by Wellness One is covered by the warranties provided by the relevant equipment manufacturers and brokered by Wellness One.
7.3. Submission and handling of a warranty claim

7.3.1 Upon discovery of a defect, the Customer must immediately cease using the Product and submit a warranty claim to Wellness One. If it is not possible to submit a warranty claim to Wellness One or if Wellness One does not respond, the Customer may submit a warranty claim directly to Wellness One.
7.3.2. The warranty claim must be accompanied by: a copy of the document certifying the date of delivery or sale of the Product; photographs in general plan and close-up showing the Defect in good quality.
7.3.3. Wellness One will reply to the warranty claim as soon as possible, but no later than two weeks from the receipt thereof. If Wellness One is unable to establish on the basis of the information contained in the warranty claim that the Defect is covered by the Warranty, Wellness One may require the person making the warranty claim to provide further evidence and explanations. In the case of a Defect covered by the Warranty, Wellness One shall inform the person making the claim of the manner and time for remedying the Defect.
7.4. Final provisions
7.4.1. The granting of the warranty is without prejudice to the Customer’s statutory rights, including the right to exercise against Wellness One all remedies available to it under the law.
7.5. 5 years of equipment and cabin
7.6. Price and Payment
7.5.1. We will not be required to commence providing the Goods and Services until the Deposit has been paid in full.
7.5.2. In consideration for us providing the Goods and Services, you agree to pay us the Deposit, the balance of the Price and any other amount payable to us under these Terms, in accordance with the Payment Terms set out in the Proposal and using the payment method options set out in the Proposal.
7.5.3. If any payment has not been made in accordance with the Payment Terms, we may (at our absolute discretion):
(a) after a period of 7 days, cease providing the Goods and Services, and recover, as a debt due and immediately payable from you, our additional costs of doing so; charge interest at a rate equal to 4% above the Bank of England's base rate, from time to time, but at 4% a year for any period when that base rate is below 0%, per annum, calculated daily and compounding monthly, on any such amounts unpaid after the due date for payment in accordance with the Payment Terms;
(b) recover or repossess any Goods belonging to us, and you agree to grant us such rights of access to allow us (or our Personnel) to do so; and
(c) charge you our additional costs which arise from having to recover any outstanding payment from you, including reasonable legal fees, debt collector fees and mercantile agent fees.
8. Property
8.1 You agree to provide us (and our Personnel) with access to the Property (and the facilities at the Property) and any other premises as is reasonably necessary for us to provide the Goods and Services, free from harm or risk to health or safety:
(a) at the times and on the Agreed Installation Time and any other dates reasonably requested by us or as agreed between the Parties; and/or
(b) to enable us to comply with our obligations under these Terms or at Law.
8.2. You are responsible for the acts or omissions, and any goods or services provided by you or anyone at the Property who is not our Personnel. You agree to, and to ensure your Personnel, cooperate with us and not interfere with the supply of the Goods and Services.
9. Title and Risk
9.1. Title in the Goods will only pass to you on the date that you pay the Price in full in accordance with these Terms.
9.2. Risk in the Goods will pass to you when the Goods have come into your physical possession, except during the times when we are in control of the Goods when performing the Services.
10. Contractual lien and security interest
You agree that we hold a general lien over any Goods owned by us that are in your possession, for the satisfactory performance of your obligations under these Terms.
11. Warranties and Representations

11.1. Each Party represents, warrants and agrees that these Terms constitute a legal, valid and binding Terms, enforceable in accordance with its terms.
11.2. You represent, warrant and agree:
(a) to comply with these Terms and all applicable laws.
(b) you (and to the extent applicable, your Personnel) will cooperate with us, and promptly provide us with all documentation, information, instructions, facilities and access (including access to the Property) as may be reasonably necessary to enable us to provide the Goods and Services in accordance with these Terms.
(c) that all information and documentation that you provide to us in connection with these Terms is true, correct and complete.
(d) to comply with our reasonable requests or requirements.(e) you will ensure that the Property is safe and free of harmful materials or substances; and
(f) you are responsible for obtaining, and providing to us, if necessary, any access and approvals from third parties necessary for the Goods and Services to be provided, at your cost.
12. Consumers - Problems with the Goods and Services
12.1. This clause 12 applies if you are a Consumer.
12.2. We are under a legal duty to supply Goods that are in conformity with these Terms.
12.3. See the box below for a summary of your key legal rights in relation to the Goods and Services. Nothing in these Terms will affect your legal rights, including under the Consumer Rights Act 2015.
12.4. Where you encounter a problem with the Goods or Services, you should contact us using the contact details in the Proposal and we will endeavour to resolve your issue.
If you haven't agreed on a time beforehand, it must be carried out within a reasonable time.
13. CDM Regulations
13.1. We undertake to comply with all our obligations under the CDM Regulations in performing our obligations under these Terms.
13.2. If you are not a Consumer:
(a) you acknowledge and agree that you are a commercial client for the purposes of the CDM Regulations and you agree to fulfil the obligations of a commercial client in accordance with the applicable CDM Regulations; and
(b) to the maximum extent permitted by law, you are liable for, and agree to hold us harmless and indemnify us, for and against any Liability that we may suffer or incur, arising from or in connection with any breach by you of the CDM Regulations of this clause 11.
14. CIS and Adjudication
14.1. This clause 14 applies if you are not a Consumer and if these Terms fall within the scope of the Construction Industry Scheme provided by Chapter 3 of the Finance Act 2004. Your obligation to make any payment under these Terms is subject to the provisions of the Construction Industry Scheme.
14.2. We are registered with HM Revenue & Customs under the Construction Industry Scheme to allow payments to be made with or without statutory deductions of tax by you.
14.3. Despite anything else to the contrary, if at any time any dispute or difference arises between the Parties in relation to these Terms, either Party may, at any time, give notice in writing to the other of his intention to refer the dispute or difference to adjudication.14.4. The adjudicator shall be selected by the nominating Party with the object of securing the
appointment of the adjudicator and the referral of the dispute or difference to him within 7 days of the notice of intention to refer.
14.5. Subject to sub-clause 14.6, the adjudication shall be conducted in accordance with the rules agreed between the Parties, or if they can’t agree, in accordance with rules chosen and determined by the adjudicator at the outset of the adjudication.
14.6. The adjudicator:
(a) shall reach their decision within 28 days of referral or such longer period as the parties may agree after the dispute has been referred.
(b) may extend this 28-day period by up to 14 days, with the consent of the referring party.
(c) shall act impartially and may take the initiative in ascertaining the facts and the law.
(d) shall not be liable for anything done or omitted in the discharge or purported discharge of his

functions as adjudicator unless the act or omission is in bad faith. Furthermore, any employee or agent of the adjudicator acting in connection with the carrying out of the adjudication shall be similarly protected from liability; and

(e) shall be permitted to correct their decision to remove a clerical or typographical error arising by accident or omission.

14.7. The decision of the adjudicator shall be binding until the dispute or difference is finally determined by legal proceedings, arbitration or by agreement.

14.8. The adjudicator is not liable for anything done or omitted in the discharge or purported discharge of his functions as adjudicator unless the act or omission is in bad faith, and that any employee or agent of the adjudicator is similarly protected from liability.

14.9. Performance of a Party's obligations shall be unaffected by the occurrence of an adjudication. No payment due or payable by you shall be withheld on account of a pending reference to adjudication.

15. Intellectual Property

15.1. Nothing in these Terms constitutes a transfer or assignment of either Party's intellectual property rights. As between the Parties, we own all intellectual property rights in the Goods and the Specifications and all intellectual property rights created in relation to these Terms.

15.2. We are not permitted to share or disclose the Specifications with any third party (including a third party contractor), without our prior written consent.

15.3. You agree not to infringe our or our Personnel's intellectual property rights.

16. Limitations on and exclusions to our liability

16.1. Neither Party may benefit from the limitations and exclusions set out in this clause 14 in respect of any liability arising from its deliberate default.

16.2. The restrictions on liability in this clause 14 apply to every liability arising under or in connection with these Terms including liability in statute, contract, equity, tort (including negligence), misrepresentation, restitution, indemnity or otherwise.

16.3. Nothing in these Terms limits any Liability which cannot legally be limited, including Liability for:

(a) death or personal injury caused by negligence.

(b) fraud or fraudulent misrepresentation.

(c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession); and

(d) defective products under the Consumer Protection Act 1987.

16.4 Subject to clauses 17.1 (no limitation in respect of deliberate default), and 17.3 (liability which cannot legally be limited), but despite anything else to the contrary, to the maximum extent permitted by law:

(a) if you are a Consumer, we only supply the Goods and Services for domestic and private use. If you use the Goods and Services for any commercial, business or re-sale purpose we will have no liability to you for liability involving any loss of profit, loss of business, business interruption, or loss of business opportunity; or

(b) if you are not a Consumer, neither Party will have any liability for any Consequential Loss.(c) a Party's liability for any Liability under these Terms will be reduced proportionately to the extent the relevant Liability was caused or contributed to by the acts or omissions of the other Party (or any of its Personnel), including any failure by that other Party to mitigate its loss; and

(d) we will not be liable for, and you waive and release us from and against, any Liability caused or contributed to by (whether directly or indirectly):

i. any Unforeseen Property Conditions.

ii. you or any person tampering with the Goods.

iii. where you or your Personnel do not follow any reasonable advice or guidance, we provide to you; and

iv. any defect in the structure or fittings of the building at the Property where the Goods and Services are being provided (other than defects caused by us).

16.5. Subject to clauses 17.1 (no limitation in respect of deliberate default), and 17.3 (liability which cannot legally be limited), but despite anything else to the contrary, if either Party fails to comply with these Terms, neither Party will be responsible for any losses that the other Party suffers as a result, except for those losses which are a foreseeable consequence of the failure to comply with these Terms.

16.6. We have given commitments as to the compliance of the Goods and Services with these Terms and applicable laws in clause 4. In view of these commitments, the terms implied by sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 are, to the maximum extent permitted by law, excluded from these Terms.

17. General

17.1. Amendment: These Terms may only be amended by written instrument executed by the Parties.

17.2. Assignment: Subject to clause 17.3, a Party must not assign or deal with the whole or any part of its rights or obligations under these Terms without the prior written consent of the other Party (such consent is not to be unreasonably withheld).

17.3. Assignment of Debt: You agree that we may assign or transfer any debt owed by you to us, arising under or in connection with these Terms, to a debt collector, debt collection agency, or other third party.

17.4. Contracts (Rights of Third Parties) Act 1999: Notwithstanding any other provision of these Terms, nothing in these Terms confers or is intended to confer any right to enforce any of its terms on any person who is not a party to it.

17.5. Counterparts: These Terms may be executed in any number of counterparts that together will form one instrument.

17.6. Disputes (Consumers): This clause 17.6 applies if you are a Consumer. Alternative dispute resolution is a process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. If you are not happy with how we have handled any complaint, you may want to contact the alternative dispute resolution provider we use. You can submit a complaint to The Centre for Effective Dispute Resolution via their website at https://www.cedr.com/. The Centre for Effective Dispute Resolution will not charge you for making a complaint and if you are not satisfied with the outcome you can still bring legal proceedings.

17.7. Disputes (business customers): Subject to clause 15, a Party may not commence court proceedings relating to any dispute, controversy or claim arising from, or in connection with, these Terms (including any question regarding their existence, validity or termination) (Dispute) without first meeting with a senior representative of the other Party to seek (in good faith) to resolve the Dispute. If the Parties cannot agree how to resolve the Dispute at that initial meeting, either Party may refer the matter to a mediator. If the Parties cannot agree on who the mediator should be, either Party may ask The Centre for Effective Dispute Resolution to appoint a mediator. The mediator will decide the time, place, and rules for mediation. The Parties agree to attend the mediation in good faith, to seek to resolve the Dispute. The costs of the mediation will be shared equally between the Parties. Nothing in this clause will operate to prevent a Party from seeking urgent injunctive or equitable relief from a court of appropriate jurisdiction.17.8. Entire Terms: Subject to your consumer law rights, these Terms contains the entire understanding

between the Parties and the Parties agree that no representation or statement has been made to, or relied upon by, either of the Parties, except as expressly stipulated in these Terms, and these Terms supersedes and extinguishes all previous discussions, communications, negotiations, understandings, representations, warranties, commitments and Terms, whether written or oral, in respect of its subject matter. Each Party agrees that it will have no remedies in respect of any statement, representation, assurance, or warranty (whether made innocently or negligently) that are not set out in these Terms.

17.9. Further assurance: Each Party must promptly do all things and execute all further instruments necessary to give full force and effect to these Terms and their obligations under it.

17.10. Force Majeure: To the maximum extent permitted by law, neither Party will be liable for any delay or failure to perform their respective obligations under these Terms if and to the extent such delay or failure is caused or contributed to by a Force Majeure Event. This clause will not apply to a Party's obligation to pay any amount that is due and payable to the other Party under these Terms.

17.11. Governing law: These Terms are governed by the laws of England and Wales. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts operating in England and Wales and any courts entitled to hear appeals from those courts and waives any right to object to proceedings being brought in those courts.

17.12. Notices: Any notice given under these Terms must be in writing addressed to the relevant

address last notified by the recipient to the Parties. Any notice may be sent by standard post or email, and will be deemed to have been served on the expiry of 48 hours in the case of post, or at the time of transmission in the case of transmission by email.
17.13. Privacy: We will only use your personal information as set out in our privacy notice. You can find our privacy notice on our website at https://wellnessonegroup.com/privacy-policy.
17.14. Publicity: You agree that we may advertise or publicise the supply of the Goods and Services to you, including on our website or in our promotional material (including using photos of the Goods and Services which we take) (Materials). You consent to us taking photos at the Property and you agree that we own the copyright and related rights in the Material and that you have no right to inspect or approve the Materials.
17.15. Severance: If a provision of these Terms is held to be void, invalid, illegal or unenforceable, that provision is to be read down as narrowly as necessary to allow it to be valid or enforceable, failing which, that provision (or that part of that provision) will be severed from these Terms without affecting the validity or enforceability of the remainder of that provision or the other provisions in these Terms. If any provision or part-provision of these Terms is deemed deleted under this clause 17.15, the Parties will negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.
17.16. Survival: Any clause which by its nature survives the expiry or termination of these Terms will expire such expiry or termination.
17.17. VAT: All amounts payable by you under these Terms are inclusive of amounts in respect of value added tax chargeable from time to time (VAT), unless otherwise stated. Where any taxable supply for VAT purposes is made under these Terms by us to you, you agree, on receipt of a valid VAT invoice from us, to pay to us such additional amounts in respect of VAT as are chargeable on the supply of the Goods and Services at the same time as payment is due for the supply of the Goods and Services.
18. Interpretation and Definitions
18.1. In these Terms, unless the context otherwise requires:
(a) a reference to time is to local time in London; and
(b) a reference to £ or pounds refers to the currency of the UK from time to time.
18.2. In these Terms, unless the context otherwise requires, capitalised terms have the meanings given to them in these terms and conditions or in the Proposal, and:
Consequential Loss includes any consequential loss, indirect loss, real or anticipated loss of profit, loss of benefit, loss of revenue, loss of business, loss of goodwill, loss of opportunity, loss of savings, loss of reputation, loss of use and/or loss or corruption of data, whether under statute, contract, equity, tort (including negligence), indemnity or otherwise. The Parties acknowledge and agree that your obligation to pay us the Price under these Terms will not constitute “Consequential Loss” for the purposes of this definition.
Consumer has the meaning given under the Consumer Rights Act 2015.
Force Majeure Event means any event or circumstance which is beyond a Party’s reasonable control including but not limited to, acts of God including fire, hurricane, typhoon, earthquake, landslide, tsunami, mudslide or other catastrophic natural disaster, civil riot, civil rebellion, revolution, terrorism, insurrection, militarily usurped power, act of sabotage, act of a public enemy, war (whether declared or not) or other like hostilities, ionizing radiation, contamination by radioactivity, nuclear, chemical or biological contamination, any widespread illness, quarantine or government sanctioned ordinance or shutdown, pandemic (including COVID-19 and any variations or mutations to this disease or illness) or epidemic.
Goods means the goods to be provided by us to you under these Terms, as expressly set out in the Proposal, or as adjusted by the Parties in accordance with these Terms.
Liability means any expense, cost, liability, loss, damage, claim, notice, entitlement, investigation, demand, proceeding or judgment (whether under statute, contract, equity, tort (including negligence), misrepresentation, restitution, indemnity or otherwise), howsoever arising, whether direct or indirect and/or whether present, unascertained, future or contingent and whether involving a third party or a Party to these Terms or otherwise.
Personnel means, in respect of a Party, any of its employees, consultants, suppliers, subcontractors or

agents, but in respect of you, does not include us.
Price means the price set out in the Proposal, as adjusted in accordance with these Terms, and includes the Deposit (if any).
Property means the property where you request us to deliver the Goods and provide the Services.
Proposal means the proposal to which these Terms are attached or incorporated by reference.
Services means the installation of the Goods to be provided by us to you under these Terms, as expressly set out in the Proposal.
Specifications means the technical drawing, measurements, preferences, colours, styles and other specifications for the Goods to meet the requirements of your property, as agreed between the Parties in accordance with these Terms.
Terms means these terms and conditions and any documents attached to, or referred to in, each of them, including a Proposal.