

# MamaTENS : Terms & Conditions

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## Hire Goods

**Goods which you hire from us are your responsibility while On Hire to you.** We will require you in respect of any goods lost, damaged or not returned promptly upon expiry of the Hire Period or any authorised extension thereof to pay the full price of the item(s) concerned, less any hire charge already paid.

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## Refunds

We will make refunds only in the following circumstances:

2.1

**Cancellation of a Hire Reservation** – We can only accept a reservation cancellation prior to the dispatch of the hire goods, in which case any prepayment will be refunded in full. See also 6.2 below.

2.2

**Hired but not used** – Once hire goods have been dispatched, even if they are not used, the hire charge cannot be refunded.

2.3

**Deposits and/or Full Payments** – Should you judge an Evaluation Trial to be unsuccessful and decide to return your stimulator(s) to us we will, if the goods are received back by us in good condition on or before the Evaluation Trial expiry date, refund that part of your deposit and/or full payment which is in excess of £15+VAT per stimulator.

2.4

**Consumables** – Refunds will only be made in respect of consumables with seals intact (i.e. visibly unused) received in good condition by us at the same time as a returned stimulator.

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## Guarantee

Unless a different period is declared, all goods are guaranteed for one year from invoice date, or delivery if later, unless our account was not settled when it was due, in which case the goods are only guaranteed for three months.

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## Card Payments

If you are a Mail Order customer your card will be debited when we receive the order or reservation. Should any item amongst these be On Trial and the subject of a deposit, only the deposit will be debited. The balance will only be debited (a) if you advise us that the Trial was satisfactory, or (b) if you fail to return the item upon or before the expiry of the Trial period, as we will take this to mean that you wish to retain and pay for it.

A 70p card processing fee will be added to orders paid by credit card. Debit card payments will not incur this fee.

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## Returning Goods

You are responsible:

5.1

for the cost of returning anything to us; and

5.2

for any damage or loss to the goods until we receive them.

**We therefore recommend that goods to be returned by mail are sent by Registered Post, a Royal Mail service offering full compensation and guaranteed delivery.** Recorded Delivery is a cheaper option but we do not recommend this as compensation is limited and delivery is not guaranteed. In any event, you should keep your receipt of posting for a minimum of three months.

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### **Intended Purpose of Use**

Our stimulators are for your personal use, or for commercial resale through a distribution channel where the end users purchase the units. You agree not to hire out our stimulators, nor to supply them along a distribution channel where the end users hire rather than purchase the units.

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### **Limitation of Liability**

The success of TENS is neither guaranteed or implied. The TENS unit will be supplied to the best of our ability in perfect working order ready for use. All rental units are tested immediately prior to dispatch. However the liability of Tenscare Ltd shall not exceed the hire charge or purchase price.

### **WEEE Waste Disposal**

One of the provisions of the European Directive 2002/96/CE is that anything electrical or electronic should not be treated as domestic waste and simply thrown away. To remind you of this Directive all affected products are now being marked with a crossed-out wheellie bin symbol, as depicted below.



To comply with the Directive you can return your old electro-therapy unit to us for disposal. Simply print this [postage-paid PACKETPOST RETURNS label](#) and attach this to an envelope or padded bag with the unit enclosed, and post it back to us. Upon receipt we will send your old device for components recovery and recycling to help to conserve the world's resources and minimise any adverse effects on the environment.