## **TERMS AND CONDITIONS**

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- 1. WWW.HOSPITALMART.CO.UK PROVIDES A SERVICE FOR THE BUYING AND SELLING OF Hospital/Medical Equipment Disposables and Pharmaceuticals (UK Only) Any new features added to this site augmenting these services shall be subject to these terms and conditions as modified from time to time.
- 2. Information accuracy: <a href="www.hospitalmart.co.uk">www.hospitalmart.co.uk</a> requires users to register or enter personal information before entering into a transaction or making an offer to buy. Nonetheless because there are limits to <a href="www.hospitalmart.co.uk">www.hospitalmart.co.uk</a> ability to verify information provided <a href="www.hospitalmart.co.uk">www.hospitalmart.co.uk</a> warrant that users of <a href="www.hospitalmart.co.uk">www.hospitalmart.co.uk</a> are who they represent themselves to be. Users of this service should take all precautions in buying and selling as with all other similar types of transaction.
- 3. User Responsibilities: If you are a user of our service in partial consideration of your use of our service you agree to provide true and accurate current and complete information about yourself as prompted in our registration process maintain and promptly update information where necessary of your location and contact information regarding your organisation.

If you provide any information that is untrue, inaccurate, or not current or incomplete or that <a href="www.hospitalmart.co.uk">www.hospitalmart.co.uk</a> suspects is not bona fide then <a href="www.hospitalmart.co.uk">www.hospitalmart.co.uk</a> has the right to suspend or terminate any activity and refuse all or current use of our site. In the event of violation of our Terms and Conditions or breach of Laws no refund of any fees collected or other remedies will be given. Participating in any transaction with or on <a href="www.hospitalmart.co.uk">www.hospitalmart.co.uk</a> constitutes acceptance of these terms and conditions and is a legal contract between you and <a href="www.hospitalmart.co.uk">www.hospitalmart.co.uk</a> .By participating in any way with <a href="www.hospitalmart.co.uk">www.hospitalmart.co.uk</a> you represent and warrant that you are authorised to enter into this agreement and abide by all its terms and conditions.

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www.hospitalmart.co.uk is in no way responsible for the closing of any transaction i.e. payment arrangement or product shipment. The buyer and the seller are contractually bound and solely responsible for completion of the transaction.

www.hospitalmart.co.uk bears no responsibility to close the transaction or to ensure the condition of the merchandise.

If for any reason the transaction does not close <a href="www.hospitalmart.co.uk">www.hospitalmart.co.uk</a> will not refund sellers fees. Users who do not pay for a purchase or a seller who does not transfer the goods to the buyer will be permanently banned from using <a href="www.hospitalmart.co.uk">www.hospitalmart.co.uk</a> and be subject to legal intervention from the statutory authorities. <a href="www.hospitalmart.co.uk">www.hospitalmart.co.uk</a> suggests that all precautions are taken to ensure that your transactions are handled in a safe and secure manner. We suggest that you use Paypal as your source of payment, for larger amounts we suggest BACS or SWIFT directly to your bank account and not to release any goods prior to payment clearing through the account. Additionally sellers should always use a shipper that provides tracking and requires signatures of the buyer at delivery.

- 4. Items requiring Prescription/Pharmaceuticals. In line with Home Office requirements and the Medicines Act it is illegal for the sale of such items through <a href="https://www.hospitalmart.co.uk">www.hospitalmart.co.uk</a> to be exported. All buyers and sellers must be UK based. Sellers of such items must be registered pharmacists as must recipients of such items and you will need a current registration document to be available and asked for registration details as both buyer and seller. It is the responsibility of both buyer and seller to comply with all current legislation to this effect.
- 5. Security: When registering on <a href="www.hospitalmart.co.uk">www.hospitalmart.co.uk</a> you will enter your e mail and password. You will be notified by e mail when this process is complete and must follow the site instructions to complete your sale/purchase. You are responsible for ensuring that your password and account are secure. Any breach of this security must be advised to <a href="www.hospitalmart.co.uk">www.hospitalmart.co.uk</a> by e mail to <a href="admin@hospitalmart.co.uk">admin@hospitalmart.co.uk</a> immediately, you must also logout from your account at the end of any session.

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- 6: Payments: You are responsible that payments are made to www.hospitalmart.co.uk either by invoice, bank transfer, or credit/debit card within the notified time we reserve the right to charge interest and administration fees for the collection of late or non payment for all listings. If charges are declined by your bank or credit/debit card processor within 5 working days then all advertisements will be removed without further notice. One individual fee covers only one product, however a quantity of more than one item may be offered for each product and the appropriate payment be made based upon the sales value. Placing multiple products under one listing is considered fraudulent activity by www.hospitalmart.co.uk and will be subject to legal intervention and the reporting to the appropriate authorities. We may change our fees from time to time without notice. We will notify you if selling via www.hospitalmart.co.uk by e mail. We may however offer special promotions via the site and such changes will apply when using the site all be it on a temporary basis. We may at our discretion change some or all of our services the fees for such will become payable at the launch of any such service, unless otherwise stated. All payments are quoted in GBP Pounds Sterling you are responsible for paying all fees associated with our service and all relevant taxes if any. www.hospitalmart.co.uk reserves the right and sole discretion to cancel any advertising at any time and for any reason before payment is due you will not receive any refunds for any unused portion of the service.

7: Invoicing: Where arrangements are entered into for larger clients to pay by invoice this must be settled within 28 calendar days of receipt of your invoice which will be generated and sent to the billing address entered when listing on our site. If invoiced payments are made by credit card and if rejected by your bank or provider then all adverts will be removed and all administration fees and associated costs of such actions will become payable.

#### 8: Limits of Use:

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<a href="www.hospitalmart.co.uk">www.hospitalmart.co.uk</a> does reserve the right to provide such information to any statutory authority regarding any legal or criminal activity.

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13: Third Party Advertising: Arrangements can be made for third party advertising this can be done via our contacts page.

14: Fraud: Without any prior notice <a href="www.hospitalmart.co.uk">www.hospitalmart.co.uk</a> will immediately suspend and remove any advertising/advertiser/buyer/ it suspects or knows to be fraudulent and report anyone its suspects of such actions to the appropriate authorities' .Persons who commit such acts will be fully accountable for any losses incurred in such actions and all associated legal costs. This will include but is not limited to listing multiple items in a single individual listing. We will terminate indefinitely any person/organisation whether convicted or otherwise to have engaged in fraudulent activity with our site. The selling of any item currently under a leasing agreement is illegal.

# 15: User Representations:

You warrant and represent that the information you provide about yourself and the goods you are selling are accurate, correct, true and current and complies with all current legislation relating to those goods. You agree to indemnify and hold unliable <a href="https://www.hospitalmart.co.uk">www.hospitalmart.co.uk</a> for any claim or damages costs and legal fees incurred by using <a href="https://www.hospitalmart.co.uk">www.hospitalmart.co.uk</a> arising from any breach of warranties or representations or any breach of these terms and conditions. All model numbers descriptions and quantities are deemed to be correct. However <a href="https://www.hospitalmart.co.uk">www.hospitalmart.co.uk</a> is not responsible for confirming the accuracy and integrity of this information prior to payment being made. All sales are "as is". Once a sale is made it is final non refundable and non negotiable.

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#### 18: Additional Terms:

These Terms and Conditions may not be changed amended or modified except by <a href="www.hospitalmart.co.uk">www.hospitalmart.co.uk</a> furthermore; <a href="www.hospitalmart.co.uk">www.hospitalmart.co.uk</a> may change these terms and conditions at any time for any reason without prior notification. Please check for updates.