

TERMS AND CONDITIONS OF SALE

In these terms and conditions:-

"Content" means all information, advice and down loaded materials contained or included by reference or accessed from this Website;

"Bioresonance" or "Telesound" means Cyma-Resonance Ltd and any successor to its business;

"Special Terms and Conditions of Sale" means special terms and conditions of sale relevant to certain types of products (including as to delivery and your rights to cancel) and which apply in addition to these terms and conditions of sale;

"We" and "Us" means Cyma-Resonance Ltd and any successor to its business;

"Website" means this website;

"Working Day" means every day of the year except Saturdays, Sundays, and English statutory and public holidays.

1. Service Availability

This Website is intended for use by people worldwide. Delivery of products ordered from this Website is available to the worldwide.

2. Application

By placing an order for a product from this Website you warrant that you:

(a) are legally capable of entering into binding contracts;

(b) are at least 18 years old;

(c) accept these terms and conditions, and that they shall be incorporated in every contract for the purchase of products from the Website. Where Special Terms and Conditions of Sale apply these will be notified to you and you will be required to accept them prior to placing an order for the relevant products on the Website. To the extent that there is any inconsistency between any such Special Terms and Conditions of Sale and these terms and conditions, such Special Terms and Conditions of Sale will prevail.

3. Contract Formation

After placing an order through the Website or by email or phone you will receive an email from Us acknowledging that We have received your order. Please note that this does not mean that your order has been accepted until paid for. Your order constitutes an offer to Us to buy a product. All orders are subject to acceptance by Us.

We will confirm acceptance of your order by sending you by email an order preparation confirmation. The contract between you and Us will only be formed when we send you the order preparation confirmation.

The contract created by sending to you by email an order preparation confirmation will relate only to products whose dispatch we have confirmed in the order preparation confirmation. We will not be obliged to supply any other products which may have been part of your order until the dispatch of such products has been confirmed in a separate order preparation confirmation.

We recommend that you also read our Security Policy and General Terms and Conditions and Privacy Policy which will also be incorporated in any contract for the purchase of products from the Website.

4. Product Information and Prices

All products and services contained on or referred to in this Website (including Content that can be downloaded) are subject to availability and Cyma-Resonance Ltd has the right to withdraw any product or service at any time without notice. Where the Content includes information relating to the prices of any product or service Cyma-Resonance Ltd has the right to change any such pricing information at any time without notice. Cyma-Resonance Ltd cannot guarantee that the appearance and/or colours of the products shown on this Website exactly reproduce the appearance and/or colours of the physical products themselves.

5. Prices and payment

All prices for products will be as displayed on this Website from time to time except in the case of obvious error and are exclusive of VAT. Delivery will be charged in addition. Such delivery charges and any additional charges are clearly displayed where they apply. Delivery will usually be by Fedex or Postal service. Please note that Special Terms and Conditions of Sale may contain provisions relating to delivery. If they do then in the event of any inconsistency the Special Terms and Conditions of Sale will prevail over the standard delivery provisions referred to above.

Our Website contains a large number of products and it is always possible that, despite our best efforts, some of the products listed on the Website may be incorrectly priced. We will normally verify prices as part of our dispatch procedures prior to acceptance of an order 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 may at our discretion reject your order without liability to you and notify you of such rejection

We are under no obligation to supply products to you at an incorrect (lower) price, even after we have sent you an order preparation confirmation, if the pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mis-pricing.

The products will be at your risk from the time of delivery. Ownership of the products will only pass to you when We receive full payment of all sums due in respect of the products, including delivery charges.

6. Availability and delivery

Your order will be fulfilled within 30 days of the date we received your order, unless there are exceptional circumstances.

Usually, we will fulfill orders well within that time frame.

All delivery times apply to products that are in stock

Unfortunately we are unable to specify the exact time of delivery especially international orders.

Unless otherwise stated, all deliveries will be made direct to your door. We are not responsible for additional lifting of carrying of the products.

We do not deliver items to multiple addresses.

7. Your right to cancel

Unless the products are subject to Special Terms and Conditions of Sale containing provisions to the contrary in relation to those products you may cancel your order at any stage in accordance with this condition 7 before, and up to 7 days after, the products are delivered to you.

To cancel your order before delivery, you must notify our Customer Services Department in writing or by email our registered office or email address given in condition 13 below. To cancel your order after delivery you must notify our internet department at our distribution centre on the telephone number given in Condition 13. You must as soon as reasonably practicable return the products We have delivered to you (together with the sales invoice for those products) at your own cost and risk, return them to our internet department at the address given in condition 13 quoting the cancellation number given to you when you called our internet department on the outside of the package.

We aim to process your order for despatch to you within 7 to 14 Working Days of receiving it. Consequently, even if you do cancel your order shortly after placing it, it is possible that We may be unable to prevent products you have ordered being despatched to you and you may then need to return them to Us.

Products must be returned or made available for collection unused and in the same condition in which you received them and in their original, undamaged packaging. If you are contracting as a consumer and you cancel your order within 7 Working Days (beginning on the day after you received the products) We will refund you the amount paid for the products including the delivery charges. However you will be responsible for the cost of returning them to us. If you are not contracting as a consumer or if you are contracting as a consumer but cancel your order after 7 Working Days (beginning on the day after you received the products) but before expiry of 30 days after the products are delivered to you We will refund you the amount paid for the products only and not the delivery charges paid by you and you will be responsible for the cost of returning the products to us.

Unless condition 8 applies if you wish Us to arrange for the collection of the products you will be liable for the cost of such collection. Details of such costs are available on request. Where you return the product to Us you shall be responsible for the cost of such return unless condition 8 applies.

This condition 7 is in addition to any statutory rights you may have as a consumer, which remain unaffected.

8. Faulty, incorrect or damaged products

If the products are faulty, incorrect or damaged on delivery, We will (at your option) replace or exchange any such products, or refund to you the price paid including all delivery charges provided that:

(a) you notify Us of the fault, mistake or damage within 7 days of receipt of product or;

(b) where you can show that it was not reasonably possible to give such notice within the above period, you give notice of the fault, mistake or damage in a period which is reasonable in the circumstances.

Alternatively, where the products have been delivered directly by our supplier, you may contact the supplier in accordance with the above to request repair, replacement or exchange of such products at the supplier's cost.

9. Refunds

Refunds for cancellation pursuant to condition 7 above shall be made within 30 days of the date of cancellation. You are reminded of your obligations relating to the return of the products set out in condition 7.

Refunds for faulty, incorrect or damaged products shall be made within 30 days of the date of return of the products.

This condition 9 is in addition to any statutory rights you may have as a consumer, which remain unaffected.

10. Limitations of Liability

Information contained on this Website is for general guidance only. Although We make every effort to ensure that information and advice on this Website is accurate, the appropriate treatments can vary widely based on the specific facts involved. Accordingly, information provided on the Website is unlikely to be comprehensive. If you are inexperienced in carrying out practitioner work, or are unsure of your abilities, you should always seek expert advice from appropriate qualified consultants and service providers. It is your responsibility to ensure that you read and follow all product use and safety information at all times.

The on-line help and advice service is provided to assist you with your projects. Any advice is provided in good faith on the basis that the information supplied by you is complete and accurate. The advice should not be relied upon in substitution for appropriate professional expert advice.

Cyma-Resonance Ltd are unable to offer advice regarding clinical diagnosis or treatment. We recommend that you should always consult an appropriate professional.

We warrant to you that any product purchased from us through the Website is of satisfactory quality.

We do not exclude any liability for:

- (a) death or personal injury arising from our negligence; or
- (b) for fraud or fraudulent misrepresentation;
- (c) under section 2(3) of the Consumer Protection Act 1987; or
- (d) for any matter for which it would be illegal for Us to exclude or attempt to exclude our liability.

Subject to the foregoing Cyma-Resonance Ltd do not accept liability to you whether for negligence, breach of contract, misrepresentation or otherwise for any loss of profits, administrative inconvenience, disappointment, indirect or consequential loss or damage including without limitation loss of income, loss of business, loss of profits or contracts, loss of anticipated savings, loss of data, waste of management or office time and whether caused by tort (including negligence) breach of contract or otherwise, even if foreseeable.

The entire liability of Cyma-Resonance Ltd under or in connection with the supply of products, whether for negligence, breach of contract, misrepresentation or otherwise, is limited, in respect of each event or series of connected events, to the cost of the defective, damaged or undelivered products which gave rise to such liability as determined by the net price invoiced for the products.

11. General

We strongly recommend that any manuals and safety instructions provided with products used in carrying out any treatment should be read and carefully followed at all times.

We shall not be liable to you where performance of any of our obligations to you is prevented, frustrated or impeded by any circumstance or cause beyond our reasonable control which shall include, but not be limited to, acts of God, strikes or any other industrial action, war, civil commotion, acts of government or any change in statute, order or regulation having the force of law that affects our operation or affairs. If any such circumstances occur We will discharge our obligations as soon as practicable after such circumstances have ceased to affect our operations.

This Website operates by way of invitation to treat only and We reserve the right to decline to sell products from this Website.

Headings in these conditions are for convenience only and shall not affect its interpretation or construction.

A person who is not a party to any contract entered into by Us has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of such contract but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

You may not transfer, assign, charge or otherwise dispose of a contract for the purchase of products or any of your rights or obligations arising under it without our prior written consent.

We may transfer, assign, charge, sub-contract or otherwise dispose of a contract for the sale to you of products or obligations arising under it, at any time during the term of the Contract.

The invalidity, illegality or unenforceability of the whole or part of a term or condition of these terms and conditions does not affect or impair the continuation in force of the remainder of these terms and conditions.

If We fail at any time during the term of a contract for the sale to you of products to insist on strict performance of any of your obligations under such contract or any of these terms and Conditions of the Special Terms and conditions of Sale, or if We fail to exercise any of the rights or remedies to which We are entitled under the contract, this shall not constitute a waiver of such rights or remedies to which We are entitled under such contract and shall not relieve you from compliance with such obligations. A waiver by Us of any default shall not constitute a waiver of any subsequent default. No waiver by Us of any of these terms and conditions or of any Special Terms and Conditions of Sale shall be effective unless it is expressly stated to be a waiver and communicated to you in writing.

These terms and conditions and any document expressly referred to in them represent the entire agreement between you and Us in relation to the subject matter of any contract for the purchase of products and supersede any prior agreement understanding or arrangement between you and Us, whether oral or in writing. You acknowledge that you have not relied on any representation undertaking or promise given by Us or shall and that none shall be implied from anything said or written in negotiations between you and Us prior to such contract, except as expressly stated in these conditions. Neither you nor Us shall have any remedy in respect of any untrue statement made by the other, whether orally or in writing, prior to the date of any such contract (unless such untrue statement was made fraudulently) and the other party's only remedy shall be for breach of contract as provided in these terms and conditions.

Any contract made between you and Us shall be in the English language and will be governed by English law.

The courts of England and Wales have exclusive jurisdiction to settle any dispute arising from or connected with the use of, or the sale of products from, this Website.

12. Practitioner advertising

We make details available of various practitioners on this website as a courtesy and accept no responsibility for them.

People viewing this website and contacting practitioners do so entirely at their own risk.

13. Contact Details

Registered office:

Cyma-Resonance Ltd

14 The Moorlands

Malvern

Worcs. WR14 4PS

UK

Registered in England under no. 05711523

VAT Registration number : (GB)119471509

To contact Us by telephone please ring +44 (0) 7778 913102

To contact Us by email please mail to sales@telesound.co.uk

GENERAL TERMS AND CONDITIONS AND PRIVACY POLICY

These General Terms and Conditions and Privacy Policy set out the terms and conditions under which you may have access to, and use of, this Website (including all information, advice and downloaded materials contained or included by reference or access from it).

Accuracy of Information

The material contained on this Website has been prepared solely for the purpose of providing general information about Cyma-Resonance Ltd("Bioresonance"). While Cyma-Resonance Ltd has taken reasonable steps to ensure the accuracy of information contained herein, Cyma-Resonance Ltd makes no representation and gives no warranty, express or implied, as to the accuracy and completeness of any information on this Website. Cyma-Resonance Ltd accepts no responsibility for any omission or incompleteness of the information included on this Website. Cyma-Resonance Ltd reserves an absolute right to change or remove any piece of information contained herein at its sole discretion. Certain information on this Website is of a historical nature and may now be out of date. All historical information should be understood as speaking from the date of its original publication.

Limitation of Liability

Information contained on this Website is for general guidance only. Although We make every effort to ensure that information and advice on this Website is accurate, the equipment and methods can vary widely based on the specific facts involved. Accordingly, information provided on the Website is unlikely to be comprehensive. If you are inexperienced in carrying out treatment, or are unsure of your abilities, you should always seek expert advice from appropriate qualified consultants and service providers. It is your responsibility to ensure that you read and follow all product use and safety information at all times.

The on-line help and advice service is provided to assist you with your treatment. Any advice is provided in good faith on the basis that the information supplied by you is complete and accurate. The advice should not be relied upon in substitution for appropriate professional expert advice.

Cyma-Resonance Ltd is unable to offer advice regarding clinical treatments or diagnosis. We recommend that you should always consult an appropriate professional.

Always read and follow any relevant manuals and safety instructions, and when working with water always take care.

Cyma-Resonance Ltd does not exclude any liability for death or personal injury arising from our negligence or for fraudulent misrepresentation.

However, Cyma-Resonance Ltd does not accept liability to you for any costs, loss of profits, administrative inconvenience, disappointment, indirect or consequential loss or damage arising out of:

your use or inability to use the Website at any time and any error in the provision of the Website; and

any use or reliance by you on information or advice published on or provided through the Website.

The entire liability of Cyma-Resonance Ltd under or in connection with the supply of information or advice from this Website whether for negligence, misrepresentation or otherwise, is limited, in respect of each event or series of connected events

Cyma-Resonance Ltd does not represent or warrant the privacy and/or security of e-mails during internet transmission.

Hyperlinks

In the event that this Website from time to time contains any hypertext-links to other websites, Cyma-Resonance Ltd has not reviewed, is not responsible for, and accepts no liability in respect of, any information or opinion contained on any such other website. The inclusion of such hyperlinks, however, does not imply any endorsement or recommendation of those Websites or the contents of those Websites by Cyma-Resonance Ltd. Cyma-Resonance Ltd cannot give any undertaking that products you purchase from a third party to whose website We have provided a link on this Website will be of satisfactory quality and such warranties are DISCLAIMED by us absolutely. This does not affect your statutory rights against that third party seller.

Use of the Website

The content of this Website and material herein are subject to copyright and other intellectual property rights, the ownership of which belongs to Cyma-Resonance Ltd. Any downloading, printing or copying from or other use of this Website or material contained on it shall not assign or transfer title or grant any right to any third party in respect of any software or other material on it. Cyma-Resonance Ltd grant you a non-exclusive personal licence, within the United Kingdom only, to access the content of this Website for your own personal domestic use, including copies of this Website on your computer and printing off hard copies for that purpose. This licence shall include information booklets and any other material downloaded from this Website. Cyma-Resonance Ltd has the right to revoke this licence at any time or to remove content from the scope of the licence. Cyma-Resonance Ltd makes no representation that any information or the content of this Website is appropriate or available for use in countries other than the United Kingdom. The material contained on this Website may not be modified, deleted, reproduced or used or otherwise made available for any other purpose without Cyma-Resonance Ltd prior permission.

DATA PROTECTION AND PRIVACY

Our privacy policy

Cyma-Resonance Ltd is committed to protecting your privacy. Any personal information we collect will be used in accordance with the Data Protection Act 1998 and other applicable laws.

In this Data Protection and Privacy Policy references to "we" and "us" are to Cyma-Resonance Ltd

Control of personal information

Any personal information provided to, or to be collected by, is controlled primarily by Cyma-Resonance Limited:

Contact details;
Registered office:
Cyma-Resonance Ltd
14 The Moorlands
Malvern
Worcs. WR14 4PS
UK

Registered in England under no. 05711523
To contact us by telephone please ring +44 (0)7778 913102
To contact us by email please mail to sales@telesound.co.uk
What information do we collect and how do we use it?

We will only collect information about individuals, where it is specifically and knowingly provided, for example, at the time of registration or at the time of ordering. This data is referred to in this policy as 'personal information'.

When you register or order, we collect personal information to process and fulfil your order(s). When you place an order we will carry out security checks to protect against fraudulent transactions.

We will also collect information concerning your marketing preferences. In accordance with your preferences, we may contact you; with offers and information about our goods and services; for market research purposes. The information we collect will also be used to help us review, develop and improve the products and services we offer. You may change your preferences contacting us by post, email or telephone.

Will Cyma-Resonance Ltd share the information it receives?

We use third parties to carry out certain activities on our behalf. Examples include delivering packages, sending postal mail, processing credit card payments, and providing customer service. These third parties have access to personal information needed to perform their functions, but may not use it for other purposes.

To protect against fraudulent transactions we may pass personal information to external agencies who will check the information we give them against public and private databases and may keep a record of such checks to use in future security checks.

You may change your preferences at any time by contacting us.

We do not sell or share any information about you as an individual user of this site unless you agree to us doing so.

Although Cyma-Resonance Ltd takes steps to protect information within its possession, the nature of the Internet is such that the data may flow over networks without appropriate security measures and may be accessed and used by unauthorised persons.

Cookies

Cookies are alphanumeric identifiers that we transfer to your computer's hard drive through your Web browser to enable systems to recognise your browser and help us to track visitors to a site, so they can better understand what portions of their site best serve you.

Our cookies do not contain any personally identifying information, but they do enable us to store items in your Shopping Basket between visits.

Most Web browsers automatically accept cookies, but you can usually change your browser settings to prevent this.

The 'help' portion of the toolbar on most browsers will tell you how to prevent your browser from accepting new cookies, how to have the browser notify you when you receive a new cookie, or how to disable cookies altogether.

Links

We may from time to time establish relationships with other companies that will enable you to access the web sites of such companies directly from our site. Each individual company operates its own policy regarding the sale of personal information and the use of cookies. If you have a particular interest or concern regarding the way your personal information will be used then you are advised to read the privacy statement on the relevant site.

We will try to provide you with links to high quality, reputable sites which we believe will be of interest and relevant to you, but please note that such third party sites are not under our control and we do not contribute to the content of such sites. When you click through to these sites you leave the area controlled by Telesound. We cannot accept responsibility for any issues arising in connection with either the third party's use of your data, the site content or the services offered to you by these sites.

How does Cyma-Resonance Ltd protect customer information?

When you place orders online we offer the use of a secure server. The secure server software encrypts all information you input before it is sent to us.

When you place orders by phone or email , we retain your information using 256bit encryption. Our security procedures mean that we may occasionally request proof of identity before we are able to disclose sensitive information to you. It is important for you to protect against unauthorised access to your password and to your computer. Be sure to sign off when you have finished using a shared computer.

What choices do I have?

You do not have to provide Cyma-Resonance Ltd with any of the information requested, however your computer will need to accept cookies to enable you to place orders with www.bioresonance.co.uk or www.cymaresonance.com .You may change your preferences by contacting us by post, email or telephone.

Children

Cyma-Resonance Ltd does not sell products for purchase by children. If you are under 18, you may use www.bioresonance.co.uk only with the involvement of a parent or guardian.

Complaints

Cyma-Resonance Ltd will undertake to handle a complaint fairly and competently. We will keep you informed either by telephone or email at each stage and will endeavour to fully resolve your complaint within 48 hours. If you are still not happy with the way your complaint is being handled you should write to:

Customer Service Manager
Cyma-Resonance Ltd
Malvern
Worcs WR14 34PS
UK

Policy changes

If we decide to change our privacy policy, we will post those changes on this page so that you are always aware of what information we collect, how we use it and under what circumstances we disclose it. Any changes to this policy made by Cyma-Resonance Ltd will be posted here and will take effect immediately. This policy was last updated in February 2016.

Cyma-Resonance Ltd (Bioresonance)(Telesound Ltd)

Cyma-Resonance Ltd , registered in England and Wales (registered number 05711523 . Registered office: 14 The Moorlands, Malvern,Worcs WR14 4PS, UK