

NUTRICIA CHOICE TERMS AND CONDITIONS

1. The following constitutes the terms and conditions of the Nutricia Choice Service of the services as further set out in the attached welcome brochure (the "Service") and the provision of goods and services to you by Nutricia Limited as part of the Service (the "Terms").
2. The Service is an initiative of Nutricia Limited t/a Advanced Medical Nutrition, a company registered in England & Wales under company number 00275552, whose registered office is at Newmarket Avenue, Whitehorse Business Park, Trowbridge, Wiltshire BA14 0XQ ("Nutricia").
3. The Service is available to those patients qualifying for the Services as assessed by a registered health care professional.
4. It is important that you read these Terms and the description of the Services together with the attached welcome park carefully before registering.
5. The Terms will take effect upon your successful registration for the Service. We will call you as well as sending you an email to confirm that you have successfully registered following our receipt of your registration form.
6. Nutricia reserves to right to make minor technical adjustments to these Terms. Any modifications shall take effect 3 working days after Nutricia has notified registered users in writing.
7. Nutricia reserves the right to amend or update these Terms or the scope of the Services by confirming to registered users in writing. Any such modifications shall take effect 10 working days after writing. Please review any updates to ensure you are aware of any changes made by Nutricia. You may then contact Nutricia to end the contract before the changes take effect and receive a refund for any element of the Services paid for but not received.
8. Your continued use of the Service after such changes are confirmed means you agree to be legally bound by these Terms as updated and/or amended by Nutricia.

REGISTRATION FOR THE SERVICE

9. Registration for the Services can be applied for on your behalf by your assigned UK healthcare professional.
10. If you are under 18, your parent or legal guardian must consent on your behalf to your registration for and subsequent use of the Service.
11. As part of the registration process, you will be required to provide the following data:
 - a) Your name;
 - b) Your age and sex;
 - c) Your home address;
 - d) Your UK address while receiving treatment in the UK; and
 - e) Your contact details (phone and e-mail).
12. Please note that you must pay for the Service at the point of registration in accordance with the Payment section below. Nutricia will not provide the Services until such payment is received. We will notify you if payment is not received within 3 days of our receipt of your registration form and will cancel this contract if payment is not received within 10 days of our notification to you.

DURATION OF THE TERMS

13. These Terms will take effect upon your successful registration for the Service and shall continue in force until the end of the 28 day period of Service provision. Nutricia will contact you towards the end of the 28 day Service period to ask if you wish to extend the Services by a further 28 days.
14. Should you choose to extend the provision of the Service by purchasing a further 28 day package of Services these terms will continue to have effect until the end of that 28 day period of Service provision.
15. Nutricia will contact you towards the end of each subsequent 28 day Service period to ask if you wish to extend the Service. The Terms shall continue to apply to any further 28 day period of Service which you choose to purchase, up until the point that you choose to end the supply of the Services or Nutricia cancels the Services.
16. The Payment terms below apply to each 28 day period of Service provision purchased. Nutricia will not provide the Services until we receive payment in advance.

YOUR RIGHT TO CANCEL

17. You have 14 days from the day on which we confirm your registration to change your mind and cancel the Services (or any part of them). However, once Nutricia have completed the Services you cannot change your mind, even if the 14-day period is still running.
18. To end the contract with us, please let us know by calling **0333 136 4500**
19. We will refund you the price you paid for the Services by the method you used for payment. However, we may deduct from any refund an amount for the supply of the Service for the period for which it was supplied, ending with the time when you told us you had changed your mind. The amount will be in proportion to what has been supplied, in comparison with the full coverage of the contract. Your refund will be made within 14 days of your telling us you have changed your mind.
20. This cancellation right applies to each 28 day period of Service provision for which you register and pay.

OUR RIGHT TO CANCEL

21. We may end the contract at any time in writing to you if:
 - a) you do not make any payment to us when it is due and you still do not make payment within 10 days of us reminding you that payment is due
 - b) you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the Goods
 - c) you do not, within a reasonable time, allow us to deliver the Goods to you
 - d) you do not, within a reasonable time, allow us access to your premises to supply the Services
22. We may write to you to let you know that we are going to stop providing the Services. We will let you know at least 2 weeks in advance of our stopping the supply of the Services and will refund any sums you have paid in advance for Services which will not be provided.

PRIVACY NOTICE

23. Nutricia will use your personal data for the purpose of providing you with the services requested by you under the Service and if you agree during the registration process, for Nutricia to give you news and updates about the Service and other Nutricia goods and services that may be of interest to you.
24. As Nutricia uses a third party delivery service to deliver some of the goods that form part of the Service, Nutricia will only share this personal data with Nutricia's fulfilment centre and delivery

drivers as may be reasonably necessary for Nutricia to fulfil delivery of these goods to your address during UK treatment.

25. Nutricia will only give your personal data to other third parties where the law requires Nutricia to do so.
26. Full details of how Nutricia processes your personal data is available within Nutricia's privacy policy available [here](#).

PAYMENT

27. You must pay for all elements of the Service that you would like to use (including but not limited to fulfilment of prescriptions and additional nursing assistance) upon your registration for the Service and **prior to** the commencement of the Service.
28. Full details of the prices of the various products available from the Service are available on the rate card contained within your welcome pack (provided to you with these Terms). A breakdown of your payment will also be provided at the point of payment.
29. You can make payment for the Service in the following ways:
 - a) Online via unique patient link sent to you by email following our receipt of your registration form; or
 - b) Over the phone by calling **0333 136 4500**
30. Nutricia will confirm receipt of your payment through an automatic confirmation e-mail.
31. **Please note that you must pay for the Service at the point of registration. Nutricia will not provide the Services until such payment is received. We will notify you if payment is not received within 3 days of our receipt of your registration form and will cancel this contract if payment is not received within 10 days of our notification to you.**

FLOCARE INFINITY PUMP

32. Please note that if you require a Flocare Infinity Pump, this is not part of the Service and therefore you will need either to:
 - a) Hire a Flocare Infinity Pump from Nutricia under a separate equipment rental agreement where further charges will apply; or
 - b) Hire a Flocare Infinity Pump from your medical facility (provided that it is part of Nutricia's approved medical facility network in the Service with access to the correct equipment) where further charges may apply.
33. Please contact Nutricia or your healthcare professional for more information about Flocare Infinity Pump hire and additional charges. Prices are also available in the rate card included within your welcome pack.

ORDERS & DELIVERY OF GOODS

34. This section concerns any Nutricia products that you have ordered as part of your registration for the Services (the "Goods"). You may only order such Goods as have been prescribed to you by your healthcare professional.
35. The Goods must only be used under medical supervision.
36. Nutricia will aim to deliver the Goods to the address provided in your patient registration. A member of the Nutricia team will confirm your address ahead of delivery but please keep the Nutricia team up to date at all times during your use of the Service.

37. As part of your registration for the Services, you will be offered different Goods delivery options to suit your needs. Accordingly Nutricia cannot agree to be liable for any failed delivery as a result of your failure to update your information. This is why it is important that you keep your delivery information up to date.

GOODS WARRANTY

38. Nutricia warrants that the Goods will meet their specification and will be free from defects in materials at the time of delivery.
39. Goods supplied are for your personal use only in accordance with the agreed regimen that your healthcare professional has provided to us.
40. Nutricia has a legal duty to provide any Goods in conformance with these Terms.
50. These Terms do not affect your statutory rights (if appropriate).
51. **You must not resell any Goods or provide any Goods to any other person and the Goods are not for any use whatsoever outside of the UK.**

LIABILITY FOR GOODS

52. If you have a valid claim in respect of any Goods which is based on any defect in the quality or condition of the Goods or their failure to meet specification in accordance with these Terms, you are entitled to ask Nutricia to replace these Goods free of charge.
53. We shall not be liable to you in connection with this agreement in contract, tort (including negligence) or otherwise for any loss of profit, loss of anticipated savings or loss of data.
54. Nothing in these Terms limits Nutricia's liability in respect of:
- a) death or personal injury caused by Nutricia's negligence.; or
 - b) any other liability which cannot be excluded or limited by law.
55. Nutricia will not be in breach of this agreement nor liable for delay in performing, or failure to perform, any of its obligations under this agreement if such delay or failure results from events, circumstances or causes beyond its reasonable control. In such circumstances the time for performance will be extended by a period equivalent to the period during which performance of the obligation has been delayed or failed to be performed if reasonably practicable.

INTELLECTUAL PROPERTY

56. The names, images and logos identifying Nutricia or third parties and their products and services are subject to copyright, design rights and trademarks owned by or licensed to Nutricia and/or third parties. Nothing contained in these Terms shall be construed as conferring any license or right to use any trademark, patent, design right or copyright of Nutricia or any other third party.
57. You will not infringe the intellectual property of Nutricia or any third party that form part of the website or the Service.
58. All designs, texts, graphics, the selection and arrangement thereof are copyright © 2017 NUTRICIA - ALL RIGHTS RESERVED.

GENERAL

59. If you have any complaints about the Equipment, please contact us. You can telephone our Quality Assurance department on 01255 711794 or write to us at qualityassurance@nutricia.com
60. If any provision of these Terms is held to be unlawful, invalid or unenforceable, that provision shall not apply and the validity and enforceability of the remaining provisions of these Terms shall not be affected.
61. All indemnities and exclusions in these Terms shall survive termination of the Service with you for any reason.
62. These Terms and any disputes arising under or related to these Terms and/or the privacy policy of the Service will be governed by and construed in accordance with English law. Any such dispute shall be subject to the exclusive jurisdiction of the English courts, to which both parties submit.

CONTACT US

63. In the event that you have any questions about any aspect of the Service or the Goods whatsoever, please contact your UK healthcare professional or call Nutricia on **0333 136 4500**
64. The Nutricia phone line is open 24 hours a day and 7 days a week. Calls are charged at normal BT landline rates. Please check network charges if calling from a mobile phone. Patients should check with the network from their country of residence what charges will apply if the Patient calls the Nutricia phone line from a non-UK number.

Email: nutricia.choice@nutricia.com