



Re-generation Earth

Breathing new life into our planet

TERMS & CONDITIONS

Please read these terms and conditions carefully before using this site.

These terms tell you the rules for using our website www.re-generationearth.com.

www.re-generationearth.com is a site operated by RE GENERATION EARTH LIMITED.

We are registered in England and Wales under company number 12595434 and have our registered office at Tucker's Farm, Ashford, Kent TN26 2ER.

To contact us, please email: info@re-generationearth.com

By using our site, you confirm that you accept these terms of use and that you agree to comply with them. If you do not agree to these terms, you must not use our site. We recommend that you print a copy of these terms for future reference.

There are other terms that may apply to you. These terms of use refer to the following additional terms, which also apply to your use of our site:

Our Privacy Policy (see below). See further under How we may use your personal information. Our Cookie Policy, which sets out information about the cookies on our site. If you purchase goods from our site, our Terms and Conditions of Supply (see below) will apply to the sales.

We may make changes to these terms. We amend these terms from time to time. Every time you wish to use our site, please check these terms to ensure you understand the terms that apply at that time.

We may make changes to our site. We may update and change our site from time to time to reflect changes to our products, our users' needs and our business priorities. We may suspend or withdraw our site. Our site is made available free of charge. We do not guarantee that our site, or any content on it, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of our site for business and operational reasons. We will try to give you reasonable notice of any suspension or withdrawal. You are also responsible for ensuring that all persons who access our site through your internet connection are aware of these terms of use and other applicable terms and conditions, and that they comply with them.

Our site is only for users in the UK. Our site is directed to people residing in the United Kingdom. We do not represent that content available on or through our site is appropriate for use or available in other locations.

You must keep your account details safe. If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party. You agree not to impersonate any other person or entity or to use a false name or a name that you are not authorised to use. We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these terms of use. If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us at: info@re-generationearth.com

How you may use material on our site:

We are the owner or the licensee of all intellectual property rights in our site, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved. You may print off one copy, and may download extracts, of any page(s) from our site for your personal use and you may draw the attention of others within your organisation to content posted on our site. You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text. Our status (and that of any identified contributors) as the authors of content on our site must always be acknowledged. You must not use any part of the content on our site for commercial purposes without obtaining a licence to do so from us or our licensors. If you print off, copy or download any part of our site in breach of these terms of use, your right to use our site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made. The content on our site is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on our site. Although we make reasonable efforts to update the information on our site, we make no representations, warranties or guarantees, whether express or implied, that the content on our site is accurate, complete or up to date.

We are not responsible for websites we link to. Where our site contains links to other sites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them. We have no control over the contents of those sites or resources.

Our responsibility for loss or damage suffered by you whether you are a consumer or a business user:

We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation. Different limitations and exclusions of liability will apply to liability arising as a result of the supply of any products to you, which will be set out in our Terms and Conditions of Supply (see below).

If you are a business user:

We exclude all implied conditions, warranties, representations or other terms that may apply to our site or any content on it.

We will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with: use of, or inability to use, our site; or use of or reliance on any content displayed on our site.

In particular, we will not be liable for: loss of profits, sales, business, or revenue; business interruption; loss of anticipated savings; loss of business opportunity, goodwill or reputation; or any indirect or consequential loss or damage.

If you are a consumer user:

Please note that we only provide our site for domestic and private use. You agree not to use our site for any commercial or business purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

How we may use your personal information:

We will only use your personal information as set out in our Privacy Policy (see below). We are not responsible for viruses and you must not introduce them.

We do not guarantee that our site will be secure or free from bugs or viruses. You are responsible for configuring your information technology, computer programmes and platform to access our site. You should use your own virus protection software. You must not misuse our site by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to our site, the server on which our site is stored or any server, computer or database connected to our site. You must not attack our site via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our site will cease immediately.

Rules about linking to our site:

You must not link to our site, without our prior permission. You do not need to request permission to create a text link from your website (if applicable) to our site. Any link (whether approved or not) shall be subject to the following:

You establish a link to our home page in a way that is fair and legal and does not damage our reputation or take advantage of it.

You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

You must not establish a link to our site in any website that is not owned by you; and Our site must not be framed on any other site, nor may you create a link to any part of our site other than the home page.

We reserve the right to withdraw linking permission without notice.

If you wish to link to or make any use of content on our site other than that set out above, please contact info@re-generationearth.com

Which country's laws apply to any disputes?

If you are a consumer, please note that these terms of use, their subject matter and their formation, are governed by English law. You and we both agree that the courts of England and Wales will have exclusive jurisdiction except that if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are resident of Scotland, you may also bring proceedings in Scotland.

If you are a business, these terms of use, their subject matter and their formation (and any non-contractual disputes or claims) are governed by English law. We both agree to the exclusive jurisdiction of the courts of England and Wales.

'RE GENERATION EARTH' is a UK registered trade mark of RE GENERATION EARTH LIMITED. You are not permitted to use it without our approval, unless it is part of a product or material you are using as permitted by us.

Terms and Conditions of Supply:

These are the terms and conditions of supply for www.re-generationearth.com and our mobile application (site). The site is operated by RE GENERATION EARTH LIMITED trading as RE GENERATION EARTH.

Your purchase of any of our products offered on our site are subject to these terms and conditions. By placing an order for any Product you agree to be bound by them. You should print a copy of these terms and conditions for future reference. Use of your personal information submitted via the site is governed by our privacy and cookies policy.

We reserve the right to change these terms and conditions from time to time by changing them on our site, although no such change will affect any order you have already placed with us. These terms and conditions were last updated on 21st September 2020.

We do not sell Products for purchase by minors (individuals under 18 years of age). By placing an order through our Site, you warrant that you are at least 18 years old.

Ordering:

Products may be ordered by clicking on the items you wish to purchase and then following the prompts that will appear on-screen. You may check and correct any input errors in your order up until the point at which you submit your order to us by clicking the "Place Order" button on the checkout page. You place your order by using this ordering process on our site. You must ensure that your order and any other information you supply to us is correct. After placing an order, 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. Your order constitutes an offer to us to buy a Product on a one-off basis. All orders are subject to acceptance by us. We are not obliged to accept your order and may, in our discretion, decline to accept any order. Order acceptance and the completion of the contract between you and us (contract) will take place on the dispatch to you of the Products ordered unless we have notified you that we do not accept your order or you have cancelled it in accordance with the instructions below. The Contract will relate only to those Products that are dispatched to you. We will not be obliged to supply any other Products which may have been part of your order, until the dispatch of such Products. If you do require any information regarding orders you have placed with RE GENERATION EARTH LIMITED, please log on to the site giving your email address and password, or contact info@re-generationearth.com

Delivery:

We currently only deliver to the United Kingdom. For orders outside of the United Kingdom, please email info@re-generationearth.com

We reserve the right to restrict deliveries in certain locations. This includes the right, in exceptional circumstances, not to deliver to customers that are repeatedly unavailable to receive orders. Goods are delivered by Royal Mail, or other third-party couriers nominated by us. If your items have not arrived within 5 working days after placing your order, you should email us at info@re-generationearth.com

If you do not have a letterbox and no one is available at your address to take delivery, our courier may leave a note informing you of how to rearrange delivery or collect the Products from a local depot. If you do not collect the Products from a delivery depot or re-arrange delivery, you may be contacted for further instructions. If, despite our reasonable efforts, we are unable to contact you or re-arrange delivery or collection we may cancel the order.

Risk & Title:

Products ordered will be at your risk from the time of delivery. Ownership of the Products ordered will also pass to you on delivery, provided we have received full payment of all sums due in respect of the Products, including any delivery charges, where applicable.

Price & Payment:

The price of Products is as quoted on our site from time to time. The price of Products quoted on our site does not include delivery, unless we say otherwise.

Prices shown on the site include Value Added Tax.

Prices for the Products are liable to change at any time, but changes will not affect orders in respect of Products that have already been dispatched to you.

Our Site contains a variety of Products and it is always possible that, despite our best efforts, some of the Products listed on the Site may be incorrectly priced. We will normally verify prices as part of our dispatch procedures 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 site, we will normally, at our discretion, either contact you for instructions before dispatching the Product, or reject your order and notify you of such rejection.

Any of the following cards may be used to pay for Products listed on our site: Visa, Mastercard, Maestro, American Express, Apple Pay & Google Pay.

We will charge your credit or debit card during the purchase process.

You should be aware that online payment transactions are subject to validation checks by your card issuer and we are not responsible if your card issuer declines to authorise payment for any reason. Please note, it is possible that your card issuer may charge you an online handling fee or processing fee. We are not responsible for this.

Payment Processing:

We allow you the option to store your card details with us, so that you can order from us again without needing to type your payment details in. We only ever show you the last four digits of your card number on our public internet site. You authorise us and our third-party payment providers to take payment from the payment card you provided when you placed the order, for the price of the Products ordered by you. We will not dispatch the Products if we are unable to take payment. To validate your payment card, we will take a pre-authorisation amount of £0.01 from your payment card automatically when you place an order. Upon validation of this amount, the £0.01 will be refunded instantaneously. If the pre-authorisation is not successful, you will be unable to place an order and an error message will be shown on the site and the payment card details will not be stored by us. If you do not wish to store your card details with us, you can enter these each time you place

an order with RE GENERATION EARTH. It is your responsibility to change your payment details in the Payment Method section of the website if your payment card details change.

Consumer Rights:

You have the right to cancel this Contract within 14 days without giving any reason: One-off order. If you wish to cancel a one-off order before it is delivered, please contact us and we will advise you if you are in time to do this. If you are too late to cancel before delivery, you may still cancel your one-off order up to 14 days after delivery, beginning on the day after you received the Products. In this case, you will receive a refund of the price paid for the Products in accordance with our refunds policy but this may be subject to deductions and you will have to pay the costs of return of the goods (please see 'Our Returns and Refunds Policy' below).

You should take reasonable care of the Products while they are in your possession. If you fail to comply with this obligation, we may have a right to claim the cost of any deterioration of the Products from you.

Nothing in this section affects your legal rights. For further information about your legal rights contact your local authority, Trading Standards Department or Citizens Advice Bureau.

Our Refunds and Returns Policy:

If you cancel a Contract between us within the 14-day cooling-off period (see 'Consumer Rights' above), we will process the refund due to you as soon as possible and, in any case, within 14 days of the day you have given notice of your cancellation. We will refund the price of the Product, including the cost of delivery.

We will pay the costs of return of the Products if (i) the products are faulty or misdescribed or (ii) we have substituted a Product and you are not happy with the substitution (iii) you are ending the Contract because you have a legal right to do so as a result of something we have done wrong.

Where you are exercising your right to change your mind (in accordance with 'Consumer Rights' above), you must pay the cost of returning the products.

We will usually refund any money received from you using the same method originally used by you to pay for your purchase.

Availability:

When a Product you have ordered is unavailable due to stock shortages, we will advise you by email with details.

Faulty Products, Errors & Shortages:

If any Product you order is damaged when delivered to you, we may offer an exchange or refund, as appropriate, in accordance with your legal rights. If you believe a Product was delivered damaged, you must inform us by email: info@re-generationearth.com, giving us your name, address and order reference. Nothing in this section affects your legal rights. In the event of there being errors or shortages, these should be brought to our attention (using the contact details below) no later than 7 days after delivery.

Product Information:

Whilst we have taken reasonable steps to depict Products as accurately as possible through the photographs and other images featured on our Site, the detailing (such as colour etc.) you see on-screen on the Site may not exactly reflect the actual detailing of a Product when you receive it.

Our Liability:

Nothing in this contract affects your legal rights under the Consumer Rights Act 2015 (also known as 'statutory rights'). You may also have other rights in law. Except for any legal responsibility that we cannot exclude in law (such as for death or personal injury) or arising under applicable laws relating to the protection of your personal information, we are not legally responsible for:

- (a) losses that:
 - (i) were not foreseeable to you and us when the contract was formed; or
 - (ii) were not caused by any breach on our part;
- (b) business losses; and
- (c) losses to non-consumers.

Our liability to you for any and all claims arising from this Contract will not exceed the purchase price of the relevant Products. We will not be liable nor responsible for any failure to perform, or delay in performance of, any of our obligations under any Contract that is caused by events outside our reasonable control.

Linking:

If you wish to use our site, this will be subject to the terms of our Website Terms and Conditions of Use (see above).

Security:

We place great importance on the security of all personally identifiable information associated with our users. We have security measures in place to attempt to protect against the loss, misuse and alteration of personal information under our control. For example, our security and privacy policies are periodically reviewed and enhanced as necessary and only authorised personnel have access to personal information. Whilst we

cannot ensure or guarantee that loss, misuse or alteration of information will never occur, we use all reasonable efforts to prevent it.

You should bear in mind that submission of information over the internet is never entirely secure. We cannot guarantee the security of information you submit via the Site whilst it is in transit over the internet and any such submission is at your own risk. It is advisable to close your browser when you have finished your user session to help ensure others do not access your personal information if you use a shared computer or a computer in a public place.

Storage Of Your Information:

Information that you submit via our site is sent to and stored on secure servers located in the United Kingdom. This is necessary in order to process the personal information. We will only use your personal information as set out in our privacy policy which can be found here. By submitting information via our Site, you agree to us processing your personal information in accordance with our privacy policy.

General:

You may not transfer or assign any or all of your rights or obligations under any Contract. All notices given by you to us must be given by email or in writing to the address set out at the end of these terms and conditions. We may give notice to you at either the email or postal address you provide to us when placing an order. If we fail to enforce any of our rights under this Contract, this does not result in a waiver of that right and will not relieve you from compliance with your obligations under this Contract. If any provision of these terms and conditions is found to be unenforceable, all other provisions shall remain unaffected and will remain in full force and effect. We may change these terms and conditions at any time by posting a new version on the Site. Please review any updated version of these terms and conditions as they will apply to recurring deliveries or new orders occurring after the date of the terms. These terms and conditions and any document expressly referred to in them represent the entire agreement between us in relation to the subject matter of any Contract. We are required by law to advise you that Contracts may be concluded in English only and that no public filing requirements apply. These terms and conditions shall be governed by, and construed in accordance with, English & Welsh law in relation to any claim or dispute arising from their subject matter (including non-contractual disputes or claims). Any dispute or claim arising out of or in connection with this Contract (including non-contractual disputes or claims) will be dealt with by the English & Welsh courts. If you live in Scotland, you can bring legal proceedings in respect of the Products in either Scottish or English & Welsh courts. If you live in Northern Ireland, you can bring legal proceedings in respect of the Products in either the Northern Irish or English & Welsh Courts.

Contacting Us:

Please submit any questions you have about these terms and conditions or an order you have placed or ordering in general by email: info@re-generationearth.com