

## TERMS AND CONDITIONS FOR SALE OF GOODS

### 1. Introduction

- 1.1 This website is owned and operated by Biome Restoration Ltd. Our company information is at the end of this document.
- 1.2 Please read these terms and conditions carefully. They apply when you buy any goods via this site or otherwise use this site. (There are separate terms which apply to your use of our site.) Please print or save these terms for future use as we will not keep a file copy specifically for the transaction with you and we cannot guarantee that they will remain accessible on our website in future. These terms and conditions are available in the English language only.
- 1.3 Where we refer to “Consumer” below we mean an individual acting for purposes which are wholly or mainly that person’s trade, business, craft or profession.
- 1.4 We are legally required to remind Consumers that we are under a legal duty to supply goods that are in conformity with the contract. Furthermore, nothing below affects Consumers’ legal rights in relation to goods that are not in conformity with the contract, whether because they are faulty, not as described or otherwise. You can get advice about your legal rights from your local Trading Standards office or Citizens' Advice Bureau.
- 1.5 You are not eligible to buy any goods via this site if
- a) you are under 18; or
  - b) it is unlawful for you to buy or use the goods in, or import them into, your country.
- 1.6 You must not buy our goods for use in connection with a business.
- 1.7 We may change these terms and conditions at any time. Please check them carefully as they will apply to any new purchases or use of our site occurring after the effective date shown.

### 2. Medical warning

- 2.1 While we believe that our products are beneficial in many ways, they are not intended to diagnose, prevent, or treat any medical condition or to be used as a substitute for medical advice and we make no promise that any particular “wellness” objective will be achieved. Please consult your doctor if you have or think you may have a medical condition.

### 3. No right to cancel

- 3.1 There is no right to cancel contracts for our products under EU “cooling off” rules as they are goods which by their nature cannot be returned and/or are liable to deteriorate or expire rapidly.

### 4. Payment and price

- 4.1 Payment is in advance by the means stated on our [payment information page](#). Despatch of the goods is subject to our receipt of full payment in cleared funds.
- 4.2 Our prices may change from time to time. The price for the goods you order is as stated on our site at the time you send us your order. VAT or sales tax is included in the price shown. We may change the amount of VAT charged if the VAT rate changes unless you have paid in full for the goods by the date of the rate change.
- 4.3 Delivery costs are charged extra at the rate shown on our site at the time you place your order. These will depend on the delivery method chosen. NB Our charges do not include

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customs or import duties which may be applied to your order by the relevant authorities. We have no control of these and it is your separate responsibility to pay for them. We recommend that you check with your local customs office in advance.

- 4.4 If we have mis-priced any item by mistake, we are not obliged to supply the item at that price provided we notify you before we despatch it. If we do notify you, then you can decide if you want to order the item at the correct price but, if you do not, we will provide a full refund of any payments already made.
- 4.5 You must contact us immediately with full details if you dispute any payment.
- 4.6 If any amount due to us is unpaid, or unjustifiably charged back, we may cancel this agreement on written notice (including email).

### 5. Discount codes

- 5.1 We may offer discount codes from time to time. All discount codes refer to the price excluding delivery charges. Such codes may only be applied to purchases made through the account in respect of which the discount code was offered and registered and are not transferrable or redeemable for cash. Unless otherwise stated: codes (1) are only available for future new orders placed online; (2) cannot be used retrospectively; (3) can only be redeemed once per customer; and (4) expire after 12 months. You cannot use more than one discount code per transaction unless we state otherwise; if we do so, the order in which the codes are to be applied is in our sole discretion.
- 5.2 We reserve the right to reject any discount code if we consider that it is being used in breach of these terms. Discount codes are subject to any additional specific terms and conditions which are specified at the point of issue. We reserve the right to discontinue or otherwise modify any discount codes at any time without prior notice.

### 6. Your order

- 6.1 Your order is an offer to buy from us.
- 6.2 You place your order by using the ordering process on our site. This involves selecting the goods, placing them in the shopping cart and transmitting the order to us by clicking on the "Pay Now" button. This process permits you to check and amend any errors before making an order by using the change function and/or the internet browser back button.
- 6.3 You must ensure that your order and any other information you supply to us is correct and you must promptly update us if there are any changes.
- 6.4 We accept your offer and there is a binding legal contract when we send you a confirmation email. However, we are not obliged to supply any goods which are unavailable, even if we have accepted your offer. If any goods are unavailable, we will notify you of the unavailability as soon as possible and will arrange for a full refund if you have been charged.

### 7. Delivery

- 7.1 Delivery will be complete when we deliver to the address which you specify when ordering. We may deliver different parts of your order on different dates.
- 7.2 Delivery is only to the countries we specify and is otherwise subject to any restrictions on our [delivery information page](#).

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- 7.3 Except to the extent that we offer you a guaranteed delivery timescale:
- a) delivery dates given on our website are estimates only; and
  - b) we have no liability for any losses arising from delay in delivery to the extent that this is due to circumstances beyond our reasonable control and where we could not have taken reasonable steps to deal with the delay.
- 8. Risk and ownership**
- 8.1 Risk of damage or loss to the goods passes to you on delivery to you or to somebody identified by you to take possession of the goods or to your carrier.
- 9. Liability**
- 9.1 Nothing in this agreement in any way limits or excludes our liability for negligence causing death or personal injury or for fraud or fraudulent misrepresentation or for anything which may not legally be excluded or limited. In this section, any reference to us includes our employees and agents.
- 9.2 We are not responsible for any loss or damage caused by us or our employees or agents in circumstances where:
- a) there is no breach of a legal duty of care owed to you by us or by any of our employees or agents;
  - b) such loss or damage was not foreseeable (meaning it was not an obvious consequence of our breach or not contemplated by you and us at the time we entered into this contract);
  - c) such loss or damage is caused by you, for example by not complying with this agreement; or
  - d) such loss or damage relates to a business (as we do not intend for goods bought by Consumers to be used for business).
- 9.3 You will be responsible to us for any reasonably foreseeable loss or damage we suffer arising from your breach of this agreement (subject of course to our obligation to mitigate any losses).
- 10. Privacy**
- 10.1 You acknowledge and agree that we may process your personal information in accordance with the terms of our [privacy and cookies policy](#) which is subject to change from time to time.
- 11. Events outside our control**
- 11.1 We are not liable for failure to perform or delay in performing any obligation under this agreement if the failure or delay is caused by any circumstances beyond our reasonable control including third party telecommunication failures.
- 12. English law**
- 12.1 These terms and conditions shall be governed by English law and any disputes will be decided only by the courts of the United Kingdom. You may be entitled to use an EU online dispute resolution service to assist with any contractual dispute you may have with us. This service can be found at <http://ec.europa.eu/consumers/odr/>. Our email address is [info@biomerestoration.com](mailto:info@biomerestoration.com).

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### **13. General**

- 13.1 We may send all notices under this agreement by email to the most recent email address you have supplied to us (unless otherwise stated in this agreement). Headings used in this agreement are for information and not binding. Any failure by either party to exercise or enforce any right or provision of this agreement does not mean this is a “waiver” (i.e. that it cannot be enforced later). If any part of this agreement is ineffective or unenforceable for any reason, the rest of the agreement shall continue to apply. We may transfer this agreement to a third party but this will not affect your rights or obligations. A person who is not a party to this agreement shall have no rights to enforce any term of this agreement except insofar as expressly stated otherwise.

### **14. Complaints**

- 14.1 If you have any complaints, please contact us via the contact details shown on our website or write to us at our trading address below.

### **15. Company information**

- 15.1 Company name: Biome Restoration Limited trading as “Biome Restoration”  
15.2 Country of incorporation: England and Wales.  
15.3 Registered number: 08694330  
15.4 Registered office: 3 Wesley Gate, Queens Road, Reading RG1 4AP, England.  
15.5 Trading address: Unit 8-4-8 Harpers Mill, White Cross Business Park, Lancaster, LA1 4XF  
15.6 Other contact information: See our website.  
15.7 VAT number:

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