

TERMS & CONDITIONS

GENERAL WEBSITE

These Terms and Conditions are set out by Herbydaceous Ltd and refer to the use of herbydaceous.co.uk website. By accessing or using any part of the site, you agree to be bound by these terms set out on the Herbydaceous website. If you do not agree with these terms you must not place an order or visit our site.

References to Herbydaceous as 'we', 'us' and 'our' shall be deemed to be references to Herbydaceous Ltd. References to 'you' and 'your' shall be deemed to be references to persons who are engaging with the website in any way, either to sign up as a customer, to place an order or any other business.

Herbydaceous Ltd reserves the right to make changes to these terms and conditions at any time and without notice. Furthermore, any new features or products which are added to the store shall also be subject to the terms and conditions. These terms and conditions will be interpreted and construed in accordance with the laws of England and will be subject to the exclusive jurisdiction of the English Courts.

By visiting our site and/ or purchasing something from us, you engage in our "Service" and agree to be bound by the following terms and conditions ("Terms of Service", "Terms"), including those additional terms and conditions and policies referenced herein and/or available by hyperlink. Similarly, by accessing or using any part of the site, you agree to be bound by these Terms of Service. These Terms of Service apply to all users of the site, including without limitation users who are browsers, vendors, customers, merchants, and/ or contributors of content.

If you have any questions relating to these terms and conditions, please contact us at admin@herbydaceous.co.uk

Payment and Orders

When you place an order with Herbydaceous Ltd, it will be deemed that you have read, understood and agreed to these Terms & Conditions.

After placing an order online, we will provide you with confirmation that your order has been received.

Please note that we will not be able to meet any obligations as a result of the following reasons:

- If the product you ordered is out of stock.
- We are unable to authorise your payment.
- If it is identified that there is a product description or pricing error.
- If customers do not reach any order criteria outlined in the Terms & Conditions.
- If our delivery companies are temporarily unable to deliver due to exceptional conditions that are beyond our control including hazardous weather, accidents & subject to restrictions around COVID-19.

Should there be an issue with your order, we will contact you by email.

You understand that your content (not including credit card information), may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform

and adapt to technical requirements of connecting networks or devices. Credit card information is always encrypted during transfer over networks.

Herbydaceous Ltd reserves the right to discontinue any part of the Service without notice and shall not be liable for any third-party modification, price change or discontinuation of Service.

Herbydaceous Ltd reserves the right, but are not obligated, to limit the sales of our products or services to any person, geographic region or jurisdiction. We may exercise this right on a case-by-case basis. We reserve the right to limit the quantities of any products or services that we offer. All descriptions of products or product pricing are subject to change at any time without notice, at the sole discretion of us. We reserve the right to discontinue any product at any time. Any offer for any product or service made on this site is void where prohibited.

Delivery

We deliver items across the UK and to Europe. Postage is calculated based on weight and the standard Royal Mail prices at the time of postage. **(buyer pays any related customs & handling fees)**. All of our items are posted Royal Mail Standard Second Class or Royal Mail Standard International.

Herbydaceous Ltd will not be held responsible for items lost in the Royal Mail postage system. If you would like to pay for your item to be tracked or signed for, please contact us directly at admin@herbydaceous.co.uk

Returns

We hope you love your Herbydaceous purchase, but if for any reason you change your mind you can return it for a full refund.

Herbydaceous products are subject to a 14 day returns policy providing the item is returned in its original condition **(buyer pays return P&P, customs & handling fees)**. Please contact us within 14 days of receiving your purchase to discuss your returns request.

In the event your item is damaged upon arrival, or in any way unsatisfactory, please contact us immediately to discuss a replacement or full refund.

Email us at: admin@herbydaceous.co.uk

Prices

All prices quoted on our website are accurate at the time of publication and are quoted in pounds sterling (£). Please note that Herbydaceous Ltd is NOT VAT registered so UK sales tax (VAT) is included within the product price.

Cancellations

If you need to cancel an order please get in touch with us ASAP. If your item has already been dispatched, you will need to return it to us and then we can issue a refund. See information above regarding our refund policy.

Product Descriptions

We undertake all reasonable care to ensure that all the details, prices and descriptions of products on our website are accurate at the time when they are either entered onto our system or printed. However, whilst the colour reproduction of the products is a close representation,

we cannot accept any responsibility for any variation in the colour caused by the browser software or the computer system you use.

Accuracy of Information

Some of our products are hand-made and/or have a unique finish, shape, colour, natural imperfections, texture and may vary from the picture you see on our website, and/or from one product to the other if you order more than one.

Optimal Tools

Our website is hosted by Krystal who may provide you with access to third-party tools over which we neither monitor nor have any control nor input.

You acknowledge and agree that we provide access to such tools “as is” and “as available” without any warranties, representations or conditions of any kind and without any endorsement. We shall have no liability whatsoever arising from or relating to your use of optional third-party tools.

Any use by you of optional tools offered through the site is entirely at your own risk and discretion and you should ensure that you are familiar with and approve of the terms on which tools are provided by the relevant third-party provider(s).

We may also, in the future, offer new services and/or features through the website (including, the release of new products and resources). Such new features and/or services shall also be subject to these Terms of Service.

Third Party Links

We may from time to time provide links on our website which direct you away from the Herbydaceous website to third party websites that are not affiliated with us. Herbydaceous Ltd is not responsible for any privacy and security practices of other sites and we are not liable for any harm or damages related to the purchase or use of goods, services, resources, content, or any other transactions made in connection with any third-party websites. We encourage you to read their privacy and security statements.

Intellectual Property

All content and other material available on this website or which forms part of the services, including, but not limited to, text, graphics, logos, button icons, images, audio or video clips, data compilations, software and the compilation thereof (the “Content”) is the property of Herbydaceous Ltd. The trademarks, logos, and service marks displayed on the website (collectively, the “Trademarks”) are the registered and unregistered marks of Herbydaceous Ltd, our affiliates, our licensors or our partners, in the United Kingdom and other countries, and are protected by the United Kingdom and international trademark laws. All other trademarks not owned by us, our affiliates, our partners or our licensors that appear on the website are the property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by us.

Neither the Content, the Trademarks, nor any other portion of the website may be used, reproduced, duplicated, copied, sold, resold, accessed, modified, or otherwise exploited, in full or in part, for any purpose without our prior written consent.

You may not use our products for any illegal or unauthorised purpose nor may you, in the use of the Service, violate any laws in your jurisdiction (including but not limited to copyright laws). You must not transmit any worms or viruses or any code of a destructive nature. A breach or violation of any of the Terms will result in an immediate termination of your Services.

Accuracy of Billing and Account Information

We reserve the right to refuse any order you place with us. We may, in our sole discretion, limit or cancel quantities purchased per person, per household or per order. These restrictions may include orders placed by or under the same customer account, the same credit card, and/or orders that use the same billing and/or shipping address. In the event that we make a change to or cancel an order, we will attempt to notify you by contacting the e-mail and/or billing address/phone number provided at the time the order was made. We reserve the right to limit or prohibit orders that, in our sole judgement, appear to be placed by dealers, resellers or distributors.

You agree to provide current, complete and accurate purchase and account information for all purchases made at our website. You agree to promptly update your account and other information, including your email address and credit card numbers and expiration dates, so that we can complete your transactions and contact you as needed.

User Comments, Feedback and Other Submissions

If, at our request, you send certain specific submissions (for example contest entries) or without a request from us you send creative ideas, suggestions, proposals, plans, or other materials, whether online, by email, by postal mail, or otherwise (collectively, 'comments'), you agree that we may, at any time, without restriction, edit, copy, publish, distribute, translate and otherwise use in any medium any comments that you forward to us. We are and shall be under no obligation (1) to maintain any comments in confidence; (2) to pay compensation for any comments; or (3) to respond to any comments.

We may, but have no obligation to, monitor, edit or remove content that we determine in our sole discretion are unlawful, offensive, threatening, libellous, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property or these Terms of Service.

You agree that your comments will not violate any right of any third-party, including copyright, trademark, privacy, personality or other personal or proprietary right. You further agree that your comments will not contain libellous or otherwise unlawful, abusive or obscene material, or contain any computer virus or other malware that could in any way affect the operation of the Service or any related website. You may not use a false e-mail address, pretend to be someone other than yourself, or otherwise mislead us or third parties as to the origin of any comments. You are solely responsible for any comments you make and their accuracy. We take no responsibility and assume no liability for any comments posted by you or any third-party.

Personal Information

Your submission of personal information through our website is governed by our [Privacy Policy](#).

Errors, Inaccuracies and Omissions

Occasionally there may be information on our site or in the Service that contains typographical errors, inaccuracies or omissions that may relate to product descriptions, pricing, promotions,

offers, product shipping charges, transit times and availability. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel orders if any information in the Service or on any related website is inaccurate at any time without prior notice (including after you have submitted your order).

We undertake no obligation to update, amend or clarify information in the Service or on any related website, including without limitation, pricing information, except as required by law. No specified update or refresh date applied in the Service or on any related website, should be taken to indicate that all information in the Service or on any related website has been modified or updated.

Prohibited Uses

In addition to other prohibitions as set forth in the Terms of Service, you are prohibited from using the site or its content: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, national or regional, rules, laws, or local ordinances; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information; (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Service or of any related website, other websites, or the Internet; (h) to collect or track the personal information of others; (i) to spam, phish, pharm, pretext, spider, crawl, or scrape; (j) for any obscene or immoral purpose; or (k) to interfere with or circumvent the security features of the Service or any related website, other websites, or the Internet. We reserve the right to terminate your use of the Service or any related website for violating any of the prohibited uses.

Disclaimer of Warranties; Limitation of Liability

We do not guarantee, represent or warrant that your use of our service will be uninterrupted, timely, secure or error-free.

We do not warrant that the results that may be obtained from the use of the service will be accurate or reliable.

You agree that from time to time we may remove the service for indefinite periods of time or cancel the service at any time, without notice to you.

You expressly agree that your use of, or inability to use, the service is at your sole risk. The service and all products and services delivered to you through the service are (except as expressly stated by us) provided 'as is' and 'as available' for your use, without any representation, warranties or conditions of any kind, either express or implied, including all implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, durability, title, and non-infringement.

In no case shall Herbydiceous Ltd, our directors, officers, employees, affiliates, agents, contractors, interns, suppliers, service providers or licensors be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising from your use of any of the service or any products procured using

the service, or for any other claim related in any way to your use of the service or any product, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of the service or any content (or product) posted, transmitted, or otherwise made available via the service, even if advised of their possibility.

Indemnification

You agree to indemnify, defend and hold harmless Herbydaceous Ltd, and our parent, subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns and employees, harmless from any claim or demand, including reasonable legal fees, made by any third-party due to or arising out of your breach of these Terms And Conditions or the documents they incorporate by reference, or your violation of any law or the rights of a third-party.

Severability

In the event that any provision of these Terms and Conditions is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms of Service, such determination shall not affect the validity and enforceability of any other remaining provisions.

Termination

The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this agreement for all purposes.

The Terms and Conditions are effective unless and until terminated by either you or us. You may terminate these Terms and Conditions at any time by notifying us that you no longer wish to use our Services, or when you cease using our site.

If in our sole judgement you fail, or we suspect that you have failed, to comply with any term or provision of these Terms and Conditions, we also may terminate this agreement at any time without notice and you will remain liable for all amounts due up to and including the date of termination; and/or accordingly may deny you access to our Services (or any part thereof).

Entire Agreement

The failure of us to exercise or enforce any right or provision of these Terms and Conditions shall not constitute a waiver of such right or provision.

These Terms and Conditions and any policies or operating rules posted by us on this site or in respect to The Service constitutes the entire agreement and understanding between you and us and govern your use of the Service, superseding any prior or contemporaneous agreements, communications and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of the Terms and Conditions).

Any ambiguities in the interpretation of these Terms and Conditions shall not be construed against the drafting party

Governing Law

These Terms and Conditions and any separate agreements whereby we provide you Services shall be governed by and construed in accordance with the laws of England and Wales.

Changes to Terms of Service

You can review the most current version of the Terms and Conditions at any time at this page.

We reserve the right, at our sole discretion, to update, change or replace any part of these Terms and Conditions by posting updates and changes to our website. It is your responsibility to check our website periodically for changes. Your continued use of or access to our website or the Service following the posting of any changes to these Terms and Conditions constitutes acceptance of those changes.

Contact Information

Questions about the Terms and Conditions should be sent to us at admin@herbydaceous.co.uk