

Grow-Genius Ltd Terms & Conditions of Sale

Accepting your order constitutes a legal agreement so please read these terms and conditions carefully and ensure you accept all points before proceeding.

Application

1. These Terms and Conditions apply to the purchase of goods by you (the **Customer** or **you**) from us (the **Supplier** or **us** or **we**):

Grow-Genius Ltd, 62 Nottingham Road, Lowdham, NG14 7AP, United Kingdom

Email: contact@grow-genius.com

2. These are the terms on which we sell all Goods to you. By ordering any Goods, you agree to be bound by these Terms and Conditions. By ordering any Services, you agree to be bound by these Terms and Conditions. You can only purchase Goods from our Website if you are eligible to enter into a contract and are at least 18 years old.

Interpretation

3. **Consumer** means an individual acting for purposes which are wholly or mainly outside his or her trade, business, craft or profession;

4. **Contract** means the legally-binding agreement between you and us for the supply of the Goods;

5. **Delivery Location** means the Supplier's premises or other location where the Goods are to be supplied, as set out in the Order;

6. **Durable Medium** means paper or email, or any other medium that allows information to be addressed personally to the recipient, enables the recipient to store the information in a way accessible for future reference for a period that is long enough for the purposes of the information, and allows the unchanged reproduction of the information stored;

Interpretation (cont)

7. **Goods** means the goods advertised on the Website that we supply to you of the number and description as set out in the Order;

8. **Order** means the Customer's order for the Goods from the Supplier as submitted following the step by step process set out on the Website;

9. **Privacy Policy** means the terms which set out how we will deal with confidential and personal information received from you via the Website;

10. **Website** means our website grow-genius.com on which the Goods are advertised.

Goods

11. The description of the Goods is as set out in the Website, catalogues, brochures or other form of advertisement. Any description is for illustrative purposes only and there may be small discrepancies in the size and colour of the Goods supplied.

12. In the case of any Goods made to your special requirements, it is your responsibility to ensure that any information or specification you provide is accurate.

13. All Goods which appear on the Website are subject to availability.

14. We can make changes to the Goods which are necessary to comply with any applicable law or safety requirement. We will notify you of these changes.

Personal information

15. We retain and use all information strictly under the Privacy Policy.

16. We may contact you by using e-mail or other electronic communication methods and by pre-paid post and you expressly agree to this.

Basis of Sale

17. The description of the Goods in our website does not constitute a contractual offer to sell the Goods. When an Order has been submitted on the Website, we can reject it for any reason, although we will try to tell you the reason without delay.

18. The Order process is set out on the Website. Each step allows you to check and amend any errors before submitting the Order. It is your responsibility to check that you have used the ordering process correctly.

19. A Contract will be formed for the Goods ordered only when you receive an email from us confirming the Order (**Order Confirmation**). You must ensure that the Order Confirmation is complete and accurate and inform us immediately of any errors. We are not responsible for any inaccuracies in the Order placed by you. By placing an Order you agree to us giving you confirmation of the Contract by means of an email with all information in it (ie the Order Confirmation). You will receive the Order Confirmation within a reasonable time after making the Contract, but in any event not later than the delivery of any Goods supplied under the Contract.

20. Any quotation is valid for a maximum period of 1 day from its date, unless we expressly withdraw it at an earlier time.

21. No variation of the Contract, whether about description of the Goods, Fees or otherwise, can be made after it has been entered into unless the variation is agreed by the Customer and the Supplier in writing.

22. We intend that these Terms and Conditions apply only to a Contract entered into by you as a Consumer. If this is not the case, you must tell us, so that we can provide you with a different contract with terms which are more appropriate for you and which might, in some respects, be better for you, e.g. by giving you rights as a business.

Price and Payment

23. The price of the Goods and any additional delivery or other charges is as set out on the Website at the date of the Order or such other price as we may agree in writing.

24. Prices and charges include VAT at the rate applicable at the time of the Order.

25. You must pay by submitting your credit or debit card details with your Order and we can take payment immediately or otherwise before delivery of the Goods.

Delivery

26. We will deliver the Goods, to the Delivery Location by the time or within the agreed period or, failing any agreement, without undue delay and, in any event, not more than 30 days after the day on which the Contract is entered into.

27. In any case, regardless of events beyond our control, if we do not deliver the Goods on time, you can (in addition to any other remedies) treat the Contract at an end if:

a. we have refused to deliver the Goods, or if delivery on time is essential taking into account all the relevant circumstances at the time the Contract was made, or you said to us before the Contract was made that delivery on time was essential; or

b. after we have failed to deliver on time, you have specified a later period which is appropriate to the circumstances and we have not delivered within that period.

28. If you treat the Contract at an end, we will (in addition to other remedies) promptly return all payments made under the Contract.

29. If you were entitled to treat the Contract at an end, but do not do so, you are not prevented from cancelling the Order for any Goods or rejecting Goods that have been delivered and, if you do this, we will (in addition to other remedies) without delay return all payments made under the Contract for any such cancelled or rejected Goods. If the Goods have been delivered, you must return them to us or allow us to collect them from you and we will pay the costs of this.

Delivery (cont)

30. If any Goods form a commercial unit (a unit is a commercial unit if division of the unit would materially impair the value of the goods or the character of the unit) you

cannot cancel or reject the Order for some of those Goods without also cancelling or rejecting the Order for the rest of them.

31. We do not generally deliver to addresses outside England and Wales, Scotland, Northern Ireland, the Isle of Man and Channels Islands. If, however, we accept an Order for delivery outside that area, you may need to pay import duties or other taxes, as we will not pay them.

32. You agree we may deliver the Goods in instalments if we suffer a shortage of stock or other genuine and fair reason, subject to the above provisions and provided you are not liable for extra charges.

33. If you or your nominee fail, through no fault of ours, to take delivery of the Goods at the Delivery Location, we may charge the reasonable costs of storing and redelivering them.

34. The Goods will become your responsibility from the completion of delivery or Customer collection. You must, if reasonably practicable, examine the Goods before accepting them.

Risk and Title

35. Risk of damage to, or loss of, any Goods will pass to you when the Goods are delivered to you.

36. You do not own the Goods until we have received payment in full. If full payment is overdue or a step occurs towards your bankruptcy, we can choose, by notice to cancel any delivery and end any right to use the Goods still owned by you, in which case you must return them or allow us to collect them.

Conformity

37. We have a legal duty to supply the Goods in conformity with the Contract, and will not have conformed if it does not meet the following obligation.

38. Upon delivery, the Goods will:

- a. be of satisfactory quality;
- b. be reasonably fit for any particular purpose for which you buy the Goods which, before the Contract is made, you made known to us (unless you do not actually rely, or it is unreasonable for you to rely, on our skill and judgment) and be fit for any purpose held out by us or set out in the Contract; and
- c. conform to their description.

39. It is not a failure to conform if the failure has its origin in your materials.

Successors and our sub-contractors

40. Either party can transfer the benefit of this Contract to someone else, and will remain liable to the other for its obligations under the Contract. The Supplier will be liable for the acts of any subcontractors who it chooses to help perform its duties.

Circumstances beyond the control of either party

41. In the event of any failure by a party because of something beyond its reasonable control:

- a. the party will advise the other party as soon as reasonably practicable; and
- b. the party's obligations will be suspended so far as is reasonable, provided that that party will act reasonably, and the party will not be liable for any failure which it could not reasonably avoid, but this will not affect the Customer's above rights relating to delivery and any right to cancel, below.

Excluding liability

42. The Supplier does not exclude liability for: (i) any fraudulent act or omission; or (ii) for death or personal injury caused by negligence or breach of the Supplier's other legal obligations. Subject to this, the Supplier is not liable for (i) loss which was not reasonably foreseeable to both parties at the time when the Contract was made, or (ii) loss (eg loss of profit) to the Customer's business, trade, craft or profession which would not be suffered by a Consumer - because the Supplier believes the Customer is not buying the Goods wholly or mainly for its business, trade, craft or profession.

Governing law, jurisdiction and complaints

43. The Contract (including any non-contractual matters) is governed by the law of England and Wales.

44. Disputes can be submitted to the jurisdiction of the courts of England and Wales or, where the Customer lives in Scotland or Northern Ireland, in the courts of respectively Scotland or Northern Ireland.

45. We try to avoid any dispute, so we deal with complaints in the following way: If a dispute occurs customers should contact us to find a solution. We will aim to respond with an appropriate solution within 5 days.

Withdrawal and cancellation

46. You can withdraw the Order by telling us before the Contract is made, if you simply wish to change your mind and without giving us a reason, and without incurring any liability.

47. This is a **distance contract** (as defined below) which has the cancellation rights (**Cancellation Rights**) set out below. These Cancellation Rights, however, do not apply, to a contract for the following goods (with no others) in the following circumstances:

- a. foodstuffs, beverages or other goods intended for current consumption in the household and which are supplied on frequent and regular rounds to your residence or workplace;
- b. goods that are made to your specifications or are clearly personalised;

Withdrawal and cancellation (cont)

- c. goods which are liable to deteriorate or expire rapidly.

48. Also, the Cancellation Rights for a Contract cease to be available in the following circumstances:

- a. in the case of any sales contract, if the goods become mixed inseparably (according to their nature) with other items after delivery.

Right to cancel

49. Subject as stated in these Terms and Conditions, you can cancel this contract within 14 days without giving any reason.

50. The cancellation period will expire after 14 days from the day on which you acquire, or a third party, other than the carrier indicated by you, acquires physical possession of the last of the Goods. In a contract for the supply of goods over time (i.e. subscriptions), the right to cancel will be 14 days after the first delivery.

51. To exercise the right to cancel, you must inform us of your decision to cancel this Contract by a clear statement setting out your decision (eg a letter sent by post, fax or email). You can use the attached model cancellation form, but it is not obligatory.

In any event, you must be able to show clear evidence of when the cancellation was made, so you may decide to use the model cancellation form.

52. You can also electronically fill in and submit the model cancellation form or any other clear statement of the Customer's decision to cancel the Contract on our website www.grow-genius.com/contact. If you use this option, we will communicate to you an acknowledgement of receipt of such a cancellation in a Durable Medium (eg by email) without delay.

53. To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

Withdrawal and cancellation (cont)

Effects of cancellation in the cancellation period

54. Except as set out below, if you cancel this Contract, we will reimburse to you all payments received from you, including the costs of delivery (except for the supplementary costs arising if you chose a type of delivery other than the least expensive type of standard delivery offered by us).

Deduction for Goods supplied

55. We may make a deduction from the reimbursement for loss in value of any Goods supplied, if the loss is the result of unnecessary handling by you (ie handling the Goods beyond what is necessary to establish the nature, characteristics and functioning of the Goods: eg it goes beyond the sort of handling that might be reasonably allowed in a shop). This is because you are liable for that loss and, if that deduction is not made, you must pay us the amount of that loss.

Timing of reimbursement

56. If we have not offered to collect the Goods, we will make the reimbursement without undue delay, and not later than:

- a. 14 days after the day we receive back from you any Goods supplied, or
- b. (if earlier) 14 days after the day you provide evidence that you have sent back the Goods.

57. If we have offered to collect the Goods or if no Goods were supplied, we will make the reimbursement without undue delay, and not later than 14 days after the day on which we are informed about your decision to cancel this Contract.

58. We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.

Returning Goods

59. If you have received Goods in connection with the Contract which you have cancelled, you must return the goods to us at our address shown on this document without delay and in any event not later than 14 days from the day on which you communicate to us your cancellation of this Contract. The deadline is met if you send back the Goods before the period of 14 days has expired. You agree that you will have to bear the cost of returning the Goods.

60. For the purposes of these Cancellation Rights, these words have the following meanings:

a. **distance contract** means a contract concluded between a trader and a consumer under an organised distance sales or service-provision scheme without the simultaneous physical presence of the trader and the consumer, with the exclusive use of one or more means of distance communication up to and including the time at which the contract is concluded;

b. **sales contract** means a contract under which a trader transfers or agrees to transfer the ownership of goods to a consumer and the consumer pays or agrees to pay the price, including any contract that has both goods and services as its object.

Privacy Policy

This privacy policy applies between you, the User of this Website and Grow-Genius Ltd, the owner and provider of this Website. Grow-Genius Ltd takes the privacy of your information very seriously. This privacy policy applies to our use of any and all Data collected by us or provided by you in relation to your use of the Website. **Please read this privacy policy carefully.**

Definitions and interpretation

1. In this privacy policy, the following definitions are used:

Data	collectively all information that you submit to Grow-Genius Ltd via the Website. This definition incorporates, where applicable, the definitions provided in the Data Protection Act 1998;
Cookies	a small text file placed on your computer by this Website when you visit certain parts of the Website and/or when you use certain features of the Website. Details of the cookies used by this Website are set out in the clause below (Cookies);
Grow-Genius Ltd, or us	Grow-Genius Ltd, a company incorporated in England and Wales whose registered office is at 62 Nottingham Road, Lowdham, NG14 7AP, United Kingdom
UK and EU Cookie Law	the Privacy and Electronic Communications (EC Directive) Regulations 2003 as amended by the Privacy and Electronic Communications (EC Directive) (Amendment) Regulations 2011;

Definitions and interpretation (cont)

User or you	any third party that accesses the Website and is not either (i) employed by Grow-Genius Ltd and acting in the course of their employment or (ii) engaged as a consultant or otherwise providing services to Grow-Genius Ltd and accessing the Website in connection with the provision of such services; and
Website	the website that you are currently using, www.grow-genius.com , and any sub-domains of this site unless expressly excluded by their own terms and conditions.

2. In this privacy policy, unless the context requires a different interpretation:

- a. the singular includes the plural and vice versa;
- b. references to sub-clauses, clauses, schedules or appendices are to sub-clauses, clauses, schedules or appendices of this privacy policy;
- c. a reference to a person includes firms, companies, government entities, trusts and partnerships;
- d. "including" is understood to mean "including without limitation";
- e. reference to any statutory provision includes any modification or amendment of it;
- f. the headings and sub-headings do not form part of this privacy policy.

Scope of this privacy policy

3. This privacy policy applies only to the actions of Grow-Genius Ltd and Users with respect to this Website. It does not extend to any websites that can be accessed from this Website including, but not limited to, any links we may provide to social media websites.

Data collected

4. We may collect the following Data, which includes personal Data, from you:
- a. Name
 - b. Date of Birth;
 - c. Job Title;
 - d. Contact Information such as email addresses and telephone numbers;
 - e. IP address (automatically collected);
 - f. Web browser type and version (automatically collected);
 - g. Operating system (automatically collected);
 - h. A list of URLs starting with a referring site, your activity on this Website, and the site you exit to (automatically collected);
 - i. in each case, in accordance with this privacy policy.

Our use of Data

5. For purposes of the Data Protection Act 1998, Grow-Genius Ltd is the "data controller".

6. We will retain any Data you submit for 3 months.

7. Unless we are obliged or permitted by law to do so, and subject to any third party disclosures specifically set out in this policy, your Data will not be disclosed to third parties. This does not include our affiliates and / or other companies within our group.

8. All personal Data is stored securely in accordance with the principles of the Data Protection Act 1998. For more details on security see the clause below (**Security**).

9. Any or all of the above Data may be required by us from time to time in order to provide you with the best possible service and experience when using our Website. Specifically, Data may be used by us for the following reasons:

- a. internal record keeping;
- b. improvement of our products / services;
- c. transmission by email of promotional materials that may be of interest to you;
- d. contact for market research purposes which may be done using email, telephone, fax or mail. Such information may be used to customise or update the Website;

in each case, in accordance with this privacy policy.

Third party websites and services

10. Grow-Genius Ltd may, from time to time, employ the services of other parties for dealing with certain processes necessary for the operation of the Website. The providers of such services have access to certain personal Data provided by Users of this Website.

11. Any Data used by such parties is used only to the extent required by them to perform the services that we request. Any use for other purposes is strictly prohibited. Furthermore, any Data that is processed by third parties will be processed within the terms of this privacy policy and in accordance with the Data Protection Act 1998.

Links to other websites

12. This Website may, from time to time, provide links to other websites. We have no control over such websites and are not responsible for the content of these websites. This privacy policy does not extend to your use of such websites. You are advised to read the privacy policy or statement of other websites prior to using them.

Changes of business ownership and control

13. Grow-Genius Ltd may, from time to time, expand or reduce our business and this may involve the sale and/or the transfer of control of all or part of Grow-Genius Ltd. Data provided by Users will, where it is relevant to any part of our business so transferred, be transferred along with that part and the new owner or newly controlling party will, under the terms of this privacy policy, be permitted to use the Data for the purposes for which it was originally supplied to us.

14. We may also disclose Data to a prospective purchaser of our business or any part of it.

15. In the above instances, we will take steps with the aim of ensuring your privacy is protected.

Controlling use of your Data

16. Wherever you are required to submit Data, you will be given options to restrict our use of that Data. This may include the following:

17. use of Data for direct marketing purposes; and

18. sharing Data with third parties.

Functionality of the Website

19. To use all features and functions available on the Website, you may be required to submit certain Data.

20. You may restrict your internet browser's use of Cookies. For more information see the clause below (**Cookies**).

Accessing your own Data

21. You have the right to ask for a copy of any of your personal Data held by Grow-Genius Ltd (where such Data is held) on payment of a small fee, which will not exceed £0.

Security

22. Data security is of great importance to Grow-Genius Ltd and to protect your Data we have put in place suitable physical, electronic and managerial procedures to safeguard and secure Data collected via this Website.

23. If password access is required for certain parts of the Website, you are responsible for keeping this password confidential.

24. We endeavour to do our best to protect your personal Data. However, transmission of information over the internet is not entirely secure and is done at your own risk. We cannot ensure the security of your Data transmitted to the Website.

Cookies

25. This Website may place and access certain Cookies on your computer. Grow-Genius Ltd uses Cookies to improve your experience of using the Website and to improve our range of products. Grow-Genius Ltd has carefully chosen these Cookies and has taken steps to ensure that your privacy is protected and respected at all times.

26. All Cookies used by this Website are used in accordance with current UK and EU Cookie Law.

27. Before the Website places Cookies on your computer, you will be presented with a message bar requesting your consent to set those Cookies. By giving your consent to the placing of Cookies, you are enabling Grow-Genius Ltd to provide a better experience and service to you. You may, if you wish, deny consent to the placing of Cookies; however certain features of the Website may not function fully or as intended.

28. This Website may place the following Cookies:

29. Strictly necessary cookies. These are cookies that are required for the operation of our website. They include, for example, cookies that enable you to log into secure areas of our website, use a shopping cart or make use of e-billing services.

Analytical/performance cookies. They allow us to recognise and count the number of visitors and to see how visitors move around our website when they are using it.

Functionality cookies. These are used to recognise you when you return to our website. This enables us to personalise our content for you, greet you by name and remember your preferences (for example, your choice of language or region).

30. You can choose to enable or disable Cookies in your internet browser. By default, most internet browsers accept Cookies but this can be changed.

31. You can choose to delete Cookies at any time; however you may lose any information that enables you to access the Website more quickly and efficiently including, but not limited to, personalisation settings. It is recommended that you ensure that your internet browser is up-to-date and that you consult the help and guidance provided by the developer of your internet browser if you are unsure about adjusting your privacy settings.

General

33. You may not transfer any of your rights under this privacy policy to any other person. We may transfer our rights under this privacy policy where we reasonably believe your rights will not be affected.

34. If any court or competent authority finds that any provision of this privacy policy (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision will, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this privacy policy will not be affected.

35. Unless otherwise agreed, no delay, act or omission by a party in exercising any right or remedy will be deemed a waiver of that, or any other, right or remedy.

36. This privacy policy is governed by and interpreted according to English law. All disputes arising under this privacy policy are subject to the exclusive jurisdiction of the English courts.

Changes to this privacy policy

37. Grow-Genius Ltd reserves the right to change this privacy policy as we may deem necessary from time to time or as may be required by law. Any changes will be immediately posted on the Website and you are deemed to have accepted the terms of the privacy policy on your first use of the Website following the alterations.

You may contact Grow-Genius Ltd Ltd by email at contact@grow-genius.com.