

## EAT SWEAT RESET LIMITED

### TERMS AND CONDITIONS OF SALE

Please read the following terms and conditions carefully before you order anything on our site. These terms and conditions set out your legal rights and responsibilities, our legal rights and responsibilities and certain key information required by law. If you place an order on our site, you agree to be legally bound by these terms and conditions.

In these terms and conditions:

- **We, us** or **our** means Eat Sweat Reset Limited;
- **Site** means our website at [www.eatsweatreset.com](http://www.eatsweatreset.com); and
- **You** or **your** means the person using our Site to subscribe to one of our subscription boxes / buy products from us.

If you don't understand anything in these terms and want to talk to us about them, you can contact us by emailing us at [lucy@eatsweatreset.co.uk](mailto:lucy@eatsweatreset.co.uk).

#### 1 **Who are we?**

We are Eat Sweat Reset Limited; we are registered in England and Wales under company number 12944734. Our registered office is at 4 Embsay Mills, Embsay, Skipton, England BD23 6QR.

You can contact us by emailing us using the details above, or by writing to us at our registered address listed above.

#### 2 **These Terms**

These terms and conditions apply when you place an order for products on our Site and/or if you subscribe to one of our subscription boxes which include monthly shipments of curated customer product assortments. We may amend these terms from time to time and it is your responsibility to read these terms each time you use our Site.

#### 3 **Buying from us**

- 3.1 The following explains the process you will go through when you place an order for one of our subscription boxes and/or our products and explains how our contract with you will be formed:

### **Step 1 – Choosing your subscription box and/or products**

Subscription boxes and products may be ordered by selecting the subscription box or product and the quantity you wish to purchase, and then selecting 'Add to Cart', 'Buy Now' or 'Subscribe Now'.

### **Step 2 – Checkout**

Click on the option to view your basket and then click on 'Checkout.'

### **Step 3 – Customer Registration**

A box will pop up to ask you if you already have an account with us and whether you want to login for a faster checkout experience. If you do not already have an account, and you wish to create an account you will need to enter your email address and password to do so.

### **Step 4 – Delivery Details**

You will enter your contact details and billing and delivery addresses. You will also be asked if you agree to these terms and conditions. Please check all the details very carefully and correct any mistakes at this stage, including making sure that your sizing for clothing is correct.

### **Step 5 – Checkout**

You will be asked to choose a delivery option. The price of each delivery option varies if you are based outside of the UK, so please review this carefully.

### **Step 6 - Payment**

Please check your order at this stage to ensure it is correct. Once you are happy with the order, you will select 'Buy Now'. You will then enter your payment details and once you select 'Confirm' your order will be processed. You will see that your order has been processed and your order number will be displayed.

3.2 Your order is only accepted once we email you to confirm this (**Confirmation Email**). At that point:

3.2.1 a legally binding contract will come into existence between you and us; and

3.2.2 we will dispatch the products to you.

3.3 We may be unable to accept your order; in which case we will contact you to let you know and we will not process the order or charge you for it. Typically, this could be because:

3.3.1 the products are out of stock; or

3.3.2 we cannot authorise your payment; or

3.3.3 there has been a mistake on the pricing or description of the subscription and/or products.

3.4 We will assign an order number to your order and we will inform you of it in our Confirmation Email. Please quote the order number in all subsequent correspondence with us relating to the order.

3.5 If you are under the age of 18 you may not buy any products from our Site.

#### **4 Delivery**

4.1 If you place an order for a subscription, we will dispatch your box on the 26<sup>th</sup> of each calendar month or the next working business day (excluding bank holidays) via Royal Mail 48hr signed for delivery. Please note that you will need to subscribe between the 1<sup>st</sup> and the 15<sup>th</sup> of each calendar month to receive the next month's box. If you place an order for a subscription box after the 15<sup>th</sup> of any month, you will receive the subscription box for the following calendar month e.g. if you subscribed on the 17<sup>th</sup> June, you would receive August's subscription box.

4.2 If you purchase products via our online store, including one of our gift boxes, your order will be fulfilled by the delivery date set out in the Confirmation Email or, if no delivery date is specified, within a reasonable period of time from the date of the order. You acknowledge that occasionally, we may encounter problems sourcing stock from our suppliers or for other reasons beyond our control, therefore, it is possible that products could take up to 30 days to be delivered.

#### **5 Price and Payment**

5.1 By purchasing a month to month subscription, you acknowledge that your subscription has an initial and recurring payment feature and you accept responsibility for all recurring charges prior to cancellation. Your subscription will automatically be extended for successive monthly periods, at the original subscription rate.

5.2 Your card will be charged on the date you place an order (including for 3, 6 and 12 month subscriptions) and, if you have signed up for a rolling monthly subscription, you will be charged on the 1<sup>st</sup> of every calendar month thereafter until you cancel your subscription.

5.3 For multiple month subscriptions (3, 6 and 12-month subscriptions), your subscription will automatically renew after your then-current term expires. You may choose to opt out of auto renewal at any time. Gift boxes do not renew.

5.4 The price of the products will be as set out on our Site at the time we confirm your order. Our prices may change at any time, but price changes will not affect orders that we have confirmed with you.

5.5 The price of products:

5.5.1 is in pounds sterling (£) (GBP);

- 5.5.2 includes VAT at the applicable rate; and
- 5.5.3 excludes the cost of standard or express delivery of the products (such amount will be added to the total amount due).
- 5.6 We accept all major credit cards and debit cards.
- 5.7 We will do all that we reasonably can to ensure that all of the information you give us when paying for the products is secure by using an encrypted secure payment mechanism. However, in the absence of negligence on our part we will not be legally responsible to you for any loss that you may suffer if a third-party gains unauthorised access to any information that you give us.
- 5.8 Your credit card or debit card will only be charged when our Confirmation Email is sent to you.
- 5.9 All payments by credit card or debit card need to be authorised by the relevant card issuer. You may also be required to complete extra security steps such as:
  - 5.9.1 Verified by Visa: <https://www.visa.co.uk/products/protection-benefits/verified-by-visa/>
  - 5.9.2 Mastercard®SecureCode™: <https://www.mastercard.co.uk/en-gb/consumers/features-benefits/securecode.html>

**6 Our liability to you – YOUR ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE**

- 6.1 Nothing in this contract or elsewhere will exclude or limit our liability for death or personal injury caused by our negligence, or any liability for fraud or fraudulent misrepresentation, or liability which we are responsible for in relation to consumer protection rights, or for any other matters which it would be illegal for us to exclude.
- 6.2 We will not be responsible for any losses that were not foreseeable to you or us when the contract was formed, or that were not caused by any breach on our part.
- 6.3 We only supply products for domestic and private use. You agree not to use the products for any commercial, business or re-sale purpose, and we have no liability to you for any loss of profit, loss of business, business interruption, wasted expenses, wasted time costs or loss of business opportunity.
- 6.4 The images of the products on our Site and our social media pages, such as Instagram, are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that a device's display of the printed pictures accurately reflects the colour of the products. Your products may vary slightly from those images. The packaging of the products may vary from that shown in images on our Site.
- 6.5 If you receive any products from us that are damaged, to ensure that we can get this sorted for you as quickly as possible, we require images of the damaged products to be

sent to [kelly@eatsweatreset.co.uk](mailto:kelly@eatsweatreset.co.uk) for quality assurance purposes. After we have reviewed each faulty product, replacement options, if available, will be provided.

## 7 Your Cancellation Rights

7.1 You have a right to cancel your order for products and/or your subscription for any reason at any time between the date that the contract comes into place, and 14 days after the day that you (or any person who you nominate to take delivery), receive the products. This is the “cooling off period”. In this case, you will receive a full refund of the price paid for the products in accordance with the Eat Sweat Reset refunds policy (see below).

7.2 If you wish to cancel your month to month subscription after the cooling off period referred to above, you must do so no later than 5pm on the 15<sup>th</sup> of the calendar month that your existing subscription plan is to renew (e.g. you must cancel by 5pm on November 15<sup>th</sup> if you want to cancel your December box). Cancelling a subscription will not cancel or refund the subscription boxes that have been paid for, it only stops future renewal charges.

7.3 **PLEASE NOTE** by subscribing to our 3, 6 or 12-month subscription plans, you agree to commit to the full 3, 6 or 12-month period. If you wish to cancel other than as a result of material breach by Eat Sweat Reset of these Terms, you will not be eligible for a prorated refund of any portion of the subscription fee paid for the then-current subscription period.

7.4 To cancel your subscription, please email us at [kelly@eatsweatreset.co.uk](mailto:kelly@eatsweatreset.co.uk) and we will do it for you. Please provide us with your name, address and order reference.

## 8 Our Refund Policy

8.1 If you cancel an order within the cooling off period, we will refund you as soon as possible and, in any case within 14 days of the day of our receipt of the returned products or (if earlier) the day you provide us with evidence of having sent the products back to us. We will refund the price of the products in full excluding the costs of delivery. We will refund the purchase price using the same method originally used by you to pay for your purchase.

8.2 If you have already received the products when you cancel the contract, or you receive them after you have cancelled the contract:

8.2.1 you must send the products back to us at our address stated above without undue delay and in any event not later than 14 days from the day on which you inform us of your cancellation of the contract; and

8.2.2 you will bear the cost of returning the products.

## 9 General

9.1 We may transfer or assign our rights and obligations under these terms to another organisation or appoint third parties to assist us at any time, but this will not affect your rights or our obligations under these terms.

- 9.2 This contract is between you and us. No other person shall have any rights to enforce any of its terms.
- 9.3 Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 9.4 If either of us does not at any time act on any rights we have or we delay in doing so, it will not affect the rights of either of us to enforce any rights at a later stage. If either of us choose not to rely on a right which we have, it will not affect any other rights which either of us has.
- 9.5 This contract is subject to English law and we each agree that any dispute arising under or connected to it will be decided by the English Courts. If you are a consumer in an overseas jurisdiction, including Scotland or Northern Ireland, this will not affect your rights to bring a claim in your local Courts or otherwise affect any statutory or other local law protections which you have.
- 9.6 We will not be in any way responsible to you for a failure to sell products which you wish to buy or otherwise for a failure to comply with our obligations or any costs or liabilities you incur as a result of any circumstances beyond our reasonable control, including but not limited to if we are affected by matters beyond our reasonable control, by way of example only flood, fire, trade dispute, lack of third party materials or services.
- 9.7 If this contract is ended it will not affect our right to receive any money which you owe to us under this contract.
- 9.8 No changes to the contract will bind us unless we agree to them in writing. Where you have already placed an order which we have accepted, the contract will remain subject to the version of our terms and conditions which were in place at the time at which you placed the order.
- 9.9 Nothing in these terms and conditions seeks to exclude or limit any rights available under applicable law which cannot be excluded or limited. This means that these terms and conditions will not change any rights which the law grants to you which that law does not allow us to change or limit.
- 9.10 The contract is the entire agreement and understanding between us and all other statements and terms whether written or verbal are excluded to the fullest extent that the law permits.
- 9.11 We are committed to trying to achieve your complete satisfaction as our customer. If you have any complaints, please contact us or write to the address above.