

## Zest For Life (Stafford) Terms Of Sale.

Welcome to the [www.zest-stafford.co.uk](http://www.zest-stafford.co.uk) website (the "Website") Terms and Conditions. Your use of this Website is governed by these Terms and Conditions set out below.

By using any part of this Website, completing your customer registration with us and/or placing an order on the Website you agree to be bound by the Terms and Conditions.

### 1. Use of the website.

#### About Zest at Stafford

Zest is the supplier of the goods and our address is 43 Mill Street, Stafford, ST16 2AJ

#### Eligibility

To be eligible to purchase goods on this Website and to lawfully enter into and form contracts on this Website under English law you must:

- a) register to use the Website;
- b) be the holder of a valid debit/credit card.

You warrant that the personal information which you are required to provide when you register as a customer is true, accurate and current in all respects. If your personal information changes then please notify us immediately by contacting Customer Services on the following number (open 9.00am to 5.00pm, Monday to Friday) +44 (0)1785 252754 or email [sales@zest-stafford.co.uk](mailto:sales@zest-stafford.co.uk). Alternatively if you are a registered customer you can update your details through the "my account" page.

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.

#### Language

This contract shall be concluded in English.

### 2. Placing an order and order acceptance

You place your order request for goods from the Website by clicking on the "Purchase" button at the end of the online ordering process. You will be guided through the process of placing an order by a series of simple instructions on the website.

Once you have placed your order, we will send to you an acknowledgement providing you with a payment reference and the value of your order which has been debited to your Paypal Account, credit or debit card via Paypal. This is not an order confirmation or order acceptance from Zest.

Unless we have notified you that we do not accept your order or you have cancelled your order in accordance with the Cancellation Section of the Site, our acceptance of your order and the completion of the contract between you and us will take place when we have dispatched the goods ordered by you. To cancel your order after it has been dispatched to you, you will need to follow the Returns Policy and Procedures.

If you do require information regarding your order(s) please contact Customer Services on the following number (open 9.00am to 5.00pm Monday to Friday excluding national holidays) +44 (0)1785 252754 or email [sales@zest-stafford.co.uk](mailto:sales@zest-stafford.co.uk).

We may not accept your order if an item you have ordered is out of stock, we are unable to obtain authorisation for your payment or if we identify a product or pricing error. We reserve the right to reject any offer to purchase by you at any time.

If we are unable to fulfil your order following our order acknowledgement, we will contact you by email or telephone advising you of this. See Cancellation and Returns Procedure set out in section 10 below.

### 3. Your account.

By using the website you agree to keep your password and account details confidential, and to take all reasonable measures to prevent unauthorised access to your account. You are responsible for all actions that occur in relation to your account. If you have a reason to believe that your password has become known to somebody else, or is likely to be used in a way that is unauthorised by you, you should contact us immediately. If you forget your password, we

will reset it upon your request and send it to the email address you registered with. All the personal information that you provide will be held in accordance with the Privacy Policy. Your account can be cancelled at any time by contacting our Customer Services on the following number (open 9.00am to 5.00pm Monday to Friday excluding national holidays) +44 (0) 1785 252754 or [sales@zest-stafford.co.uk](mailto:sales@zest-stafford.co.uk)

#### 4. Description of products

We will take all reasonable care to ensure that all details, descriptions and prices of products appearing on the Website are correct at the time when the relevant information was entered on to the system. Although we aim to keep the website as up to date as possible, the information including product descriptions appearing on the Website at any particular time may not always reflect the position exactly at the moment you place an order. We cannot confirm the price of a product until your order is accepted in accordance with our order acceptance policy (see 2 above)

#### 5. Payment

All prices indicated for products available via the Website are inclusive of VAT (where applicable) at the current rates and are exclusive of delivery charges. Payment can be made by any of the methods specified in the Payments section of this website. All payments are subject to validation checks and authorisation by the card issuer, or Paypal. If your payment is refused or not authorised for any reason we will not be liable for any delay or non delivery of goods.

#### 6. Passing of property

We will retain the legal ownership of the goods until full payment has been made by you and such payment has been received by us. Legal ownership of the goods will immediately revert to us if we refund any such payment to you.

#### 7. Risk

Risk in the goods will pass to you on delivery to you

#### 8. Delivery

We will deliver the goods to you in accordance with the delivery option selected by you during the order process. Please see our FAQ section to see our current delivery options Any delivery timescales quoted to you are indicative only. Orders may be delivered in one or more deliveries.

Zest does not accept any liability whatsoever for delayed delivery caused by a third party. As soon as you have received the goods, you will assume all risk in the goods.

#### 9. Acceptance

Upon receipt of the goods you must inspect the goods and you will be deemed to have accepted the goods unless you notify us that you have cancelled the order and/or you return the goods in accordance with the Returns Procedures. If not such action is taken, we shall not be obliged to accept any rejection at a later date. Your statutory rights are not affected.

If you have not received the entire order as detailed on the order acknowledgement email sent to you when an order is received, please contact our customer services on the following number (open 9.00am to 5.00pm Monday to Friday) +44 (0) 1785 252754 or email [sales@zest-stafford.co.uk](mailto:sales@zest-stafford.co.uk).

#### 10. Cancellation and returns procedure

Please note that you may cancel this contract if you give us notice by telephone or email before the expiry of a period of 7 working days beginning with the day after the day of delivery of the goods.

Should you wish to cancel your order before it has been dispatched, please click on the link and follow the

procedure set out in the How to Cancel an Order page. If your order has already been dispatched, please click on the link below and follow the procedure in the Returns Procedure page.  
Your statutory rights are not affected.

#### 11. Complaints

If you wish to complain about any matter in respect of the goods please contact customer services on the following number (9.00am to 5.00pm) +44 (0) 1785 252754 or email [sales@zest-stafford.co.uk](mailto:sales@zest-stafford.co.uk).

#### 12. Accuracy of information

We attempt to be as accurate as possible when describing products on the Website; however, to the extent permitted by law, we do not warrant that the product descriptions, colours or other content available on the Website are accurate, complete, reliable, current or error free.

#### 13. Intellectual Property

All content available on the Website, including, but not limited to, text, graphics, logos, button icons, images, audio clips, data compilations, and software, and the composition thereof (the "Content") is the property of Zest and is protected by UK and international copyright laws. The trade marks, logos, and service marks displayed on the Website (collectively, the "Trademarks") are the registered and unregistered marks of Zest, in the UK, United States and other countries and are protected by UK and international trade mark laws.

#### 14. Limited License

We grant you a limited, revocable, and non exclusive license to access and make personal use of the Website. Please note that you may not frame or utilise framing techniques to enclose the Website or any portion thereof without our prior written consent. The limited license set forth in this section 15 does not include the right to:

- Modify or download the Website or its contents (except caching or as necessary to view content)
- Make any use of the Website or its content other than personal use
- Create any derivative work based upon either the Website or its content
- Collect account information for the benefit of another party
- Use of any meta tags or any other hidden "text" utilising our name or the Trade Marks without our express written consent
- Use software robots, spiders, crawlers or similar data gathering and extraction tools, or take any other action that may impose an unreasonable burden or load on our infrastructure

You are granted a limited, revocable, and non-exclusive right to create a hyperlink to the home page of the Website for personal, non-commercial use only. A website that links to our Website may:

- link to, but not replicate, our Content
- not imply that we are endorsing such website or its services or products
- not misrepresent its relationship with us
- not contain content that could be construed as distasteful, obscene, offensive or controversial, and may contain only content appropriate for all ages
- not portray us or our products or services, in a false, misleading or derogatory, or otherwise offensive or objectionable manner, or associate us with undesirable products, services, or opinions
- not use any Trade Mark without express written permission
- not link to any page of the Web Site other than the home page. We may, in our sole discretion, request that you remove and link to the Website, and upon receipt of such request, you shall immediately remove such link.

#### 15. Third party links

We are not responsible of for the content of any off-Website pages or any other websites linked to or from the Website. Links appearing on the Website are for convenience only

and are not an endorsement by us, our affiliates or our partners of the referenced content, product, service or supplier. Your linking to or from any off-Website pages or other websites is at your own risk. We are in no way responsible for examining or evaluating, and we do not warrant the offerings of, off-Website pages or any other websites linked to or from the Website, nor do we assume any responsibility or liability for the actions, content, products, or services of such pages and websites, including, without limitation, their privacy statements and terms and conditions. You should carefully review the terms and conditions and privacy policies of all off-Website pages and other websites that you visit.

#### 16. Submissions

We welcome inquiries or feedback on the products you use or might like to purchase; however, it is our policy to decline unsolicited suggestions and ideas. Notwithstanding our policy in regard to unsolicited ideas and suggestions, any inquiries, feedback, suggestions, ideas or other information you provide us (collectively, "Submissions") will be treated as non-proprietary and non-confidential. Subject to the terms of our Privacy Policy, by transmitting or posting any Submission, you hereby grant us a non-exclusive, royalty free, transferable, and fully licensable right to use, reproduce, modify, adapt, publish, sell, assign, translate, create derivative works from, distribute, and display and Submission in any form, media, or technology, whether now known or hereafter developed, alone or as part of other works. You also acknowledge that your Submission may not be returned and we may use your Submission, and any ideas, concept or know-how contained therein, for any purpose including, without limitation, developing, manufacturing, distributing and marketing products.

If you make a submission, you represent and warrant that that you own or control the rights to your Submission. You further represent and warrant that such Submission does not constitute or contain software viruses, commercial solicitation, chain letters, mass mailings, or any form of "spam". You may not use a false email address, impersonate any person or entity, or otherwise mislead us as to the origin of any Submission. You agree to indemnify us for all claims arising from your claims to any rights in any Submission.

#### 17. Representation and warranties: limitation of liability

The Website is presented "as is". We make no representations or warranties of any kind whatsoever, express or implied, in connection with these terms or the Website, including but not limited to warranties of satisfactory quality, non-infringement or fitness for a particular purpose, except to the extent such representations and warranties are not excludable.

You agree that, to the fullest extent permitted by applicable law, we will not be responsible or liable (whether in contract, tort or otherwise), under any circumstances, for any

Interruption of business

access delays or access interruptions to the website

data non-delivery, misdelivery, corruption, destruction or any other modification

loss or damages of any sort incurred as a result of dealings with or the presence of off-Website links on the Website

computer viruses, system failure or malfunction which may occur in connection with your use of the Website, including during hyperlink to or from third party websites.

any inaccuracies, omissions or misleading, false or deceptive statement in the content; or

events beyond our reasonable control

Further to the fullest extent permitted by law, we will not be liable for any direct, indirect, special, incidental or consequential damages of any kind (including lost profits) related

to the Website regardless of the form of action whether in contract, tort (including negligence), or otherwise, even if we have been advised of the possibility of such damages. In

no event shall our maximum aggregate liability exceed one hundred pounds (£100.00). Because some countries do not allow the exclusion or limitation of liability for consequential or incidental damages, in such countries, our liability is limited to the maximum extent permitted by applicable law.

#### 18. Indemnification

You agree to defend, indemnify and hold us harmless for any loss, damages or costs, including reasonable

legal fees, resulting from any third party claim, action, or demand resulting from your use of the Website. You also agree to indemnify us for any loss, damages, or costs, including reasonable legal fees, resulting from your use of software robots, spiders, crawlers, or similar data gathering and extraction tools, or any other action that you take that imposes an unreasonable burden or load on our infrastructure.

#### 19. Disputes

To the fullest extent permitted by applicable law, any dispute relating in any way to your visit to the Website and any purchase of you of any goods from Get Fresh Cosmetics Ltd t/ a Bomb Cosmetics shall be submitted to confidential arbitration in London, except that, to the extent that you have in any manner violated or threatened to violate our intellectual property we may seek injunctive or other appropriate relief in the English courts, and you consent to exclusive jurisdiction and venue in such courts, Arbitration under this agreement shall be conducted under the rules then prevailing of the International Chamber of Commerce. The arbitrator's award shall be binding and may be entered as judgement in any court of competent jurisdiction. To the fullest extent permitted by applicable law, no arbitration under this Agreement shall be joined to an arbitration involving any other subject to this Agreement, whether through class arbitration proceedings or otherwise. To the extent arbitration is not permitted by applicable law, any dispute relating in any way to your visit to the Website shall be submitted to an appropriate court or other judicial body in London, and all applicable provisions of this section 20 shall apply.

#### 20. General

You acknowledge and agree that these Terms and Conditions, together with our Privacy Policy, constitute the complete and exclusive agreement between us concerning the use of the Website and any purchase by you of any goods from Zest and supersede and govern all prior proposals, agreements, or other communications.

If any provisions of these Terms and Conditions is held to be illegal, invalid or unenforceable in whole or in part, then these Terms and Conditions shall continue to be valid as to the other provisions and the remainder of the affected provision. Any waiver of any of the provisions of these Terms and Conditions by Get Fresh Cosmetics t/a Bomb Cosmetics shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other provisions of these Terms and Conditions.

No failure to exercise and no delay on the part of either party in exercising any right, remedy, power or privilege of that party under these Terms and Conditions and no course of dealing between the parties shall be construed or operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights and remedies provided by these Terms and Conditions are cumulative and are not exclusive of any rights or remedies provided by law. Time shall not be of the essence of these Terms and Conditions as regards any of the times, sates and/or periods mentioned herein.

Nothing contained in these Terms and Conditions shall be construed as creating any agency, partnership or other form of joint enterprise between us.

We reserve the right to change these Terms and Conditions at any time and we encourage you to revisit these Terms and Conditions periodically to ensure that you are at all times fully aware of our Terms and Conditions. Any changes are effective immediately upon posting to the Website. Your continued use of the Website constitutes your agreement to all such Terms and Conditions.

We may, with or without prior notice, terminate any of the rights granted by these Terms and Conditions. You shall comply immediately with any termination or other notice, including as applicable, by ceasing all use of the Website.

We reserve the right to refuse to supply goods to any person for any reason whatsoever, to withdraw any goods from the Website at any time and/or remove or edit any materials or content on the website. We will not be liable to you or any third party by reason of our withdrawing of any goods from this Website whether or not such goods have been sold; removing or editing content on the Website; refusing to process a transaction or unwinding or suspending any transaction after processing has been begun.If you have any questions regarding these

Terms and Conditions, please contact us by email at [sales@zest-stafford.co.uk](mailto:sales@zest-stafford.co.uk).

#### 21. Governing law

Your use of this Website and any purchase by you of any goods from Zest shall be governed by English law and the parties hereto submit to the exclusive jurisdiction of the English courts.