



Terms and Conditions

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS OF USE CAREFULLY BEFORE USING OUR SITE.

All users of this site agree that access to and use of this site are subject to the following terms and conditions and other applicable law. If you do not agree to these terms and conditions, please do not use this site. This page (together with the documents referred to on it) sets out the terms and conditions on which we supply any of the products listed on this website to you.

1. Information about us

1.1 We operate the website www.the-lemontree.co.uk which shall be referred to as “our site” for the purposes of these terms and conditions. We are Lemontree CBD limited, a company registered in the UK with a registered office at 117 Broadway, Pontypridd CF37 1BE. bCompany Registration No. 11677336. When you purchase from us you will see Lemontree appear on your bank statement.

1.2 Copyright in our site belongs to Lemontree CBD Limited.

2. Your status

By placing an order through our site, you warrant that you are legally capable of entering into binding contracts.

3. How the contract is formed between you and us

3.1 After placing an order online, you will receive an email from us acknowledging that we have received your order. Please note that this does not mean that your order has been accepted. Your order constitutes an offer to us to buy a product from our site (Product). All orders are subject to acceptance by us, and we will confirm such acceptance to you by sending you an email that confirms that the Product has been dispatched (Dispatch Confirmation). The contract between us (Contract) will only be formed when we send you the Dispatch Confirmation.

3.2 The Contract will relate only to those Products whose dispatch we have confirmed in the Dispatch Confirmation. We will not be obliged to supply any other Products which may have been part of your order until the dispatch of such Products has been confirmed in a separate Dispatch Confirmation.

3.3 It is important that you provide an accurate and valid email address in order that we are able to contact you and so that we are able to accept your order. You must also ensure that if this address and/or your delivery address changes between submitting your order and delivery of the Product(s) by us to you, you advise us of the new address(es). We will not be responsible for failure to perform under these terms and conditions where such failure is attributable to a change of address.

4. Consumer rights

4.1 If you are contracting as a consumer, you may cancel a Contract at any time within seven (7) working days, beginning on the day after you receive the Products. In this case, you will receive a full refund of the price paid for the Products in accordance with our refunds policy (set out in clause 8 below).

4.2 To cancel a Contract, you must inform us in writing. You must also return the Products to us as soon as reasonably practicable, and at your own cost. You have a legal obligation to take reasonable care of the Products while they are in your possession. If you fail to comply with this obligation, we may have a right of action against you for compensation.

4.3 This provision does not affect your other statutory rights as a consumer.

5. Availability and delivery

5.1 Your order will be fulfilled by the delivery date set out in the Dispatch Confirmation or, if no delivery date is specified, then within a reasonable time of the date of the Dispatch Confirmation unless there are exceptional circumstances. We normally dispatch within three (3) business days of receiving your order.

5.2 We will arrange for delivery of the Products ordered by you by the method (if applicable) and to the address which you specify in the check out procedure.

5.3 If you do not take delivery of the Products or supply adequate delivery instructions, we may cancel your order and retain the Products. In this event, we will refund you the price of the Products in accordance with our refunds policy (set out at clause 8 below), but you will still be liable to pay any delivery charges. Please note: a delivery charge of £2.95 will apply to any orders that are required to be re-shipped to you and free shipping will not apply in these circumstances.

6. Risk and title

6.1 The Products will be at your risk from the time of delivery.

6.2 Ownership of the Products will only pass to you when we receive full payment of all sums due in respect of the Products, including delivery charges.

7. Price and payment

7.1 The price of the Products and any applicable delivery charges will be as quoted on our site from time to time, except in cases of obvious error. All prices quoted are in UK pounds sterling (£).

7.2 Unless specified otherwise on the site, Product prices include VAT, but exclude the cost of delivery.

7.3 In cases where free delivery does not apply, delivery charges vary according to the method of delivery and the delivery address specified in your order.

7.4 We take payment from your card or PayPal account at the time we receive your order, once we have checked your card or PayPal details and stock availability. Products are subject to availability. In the event that we are unable to supply the Products, we will inform you of this as soon as possible. A full refund will be given where you have already paid for the Products, in accordance with our refunds policy (set out at clause 8 below).

7.5 Product prices and delivery charges are liable to change at any time, but changes will not affect orders in respect of which we have already sent you a Dispatch Confirmation.

7.6 Our site contains a large number of Products and it is always possible that, despite our best efforts, some of the Products listed on our site may be incorrectly priced. We will normally verify prices as part of our dispatch procedures so that, where a Product's correct price is less than our stated price, we will charge the lower amount when dispatching the Product to you. If a Product's correct price is higher than the price stated on our site, we will normally, at our discretion, either contact you for instructions before dispatching the Product, or reject your order and notify you of such rejection.

7.7 We are under no obligation to provide the Product to you at the incorrect (lower) price, even after we have sent you a Dispatch Confirmation, if the pricing error is obvious and unmistakable and could reasonably have been recognised by you as an error.

8. Our refunds policy

8.1 If you return a Product to us:

(a) because you have cancelled the Contract between us within the seven (7) day cooling-off period (see clause 4.1 above), we will process the refund due to you as soon as possible and, in any case, within thirty (30) days of the day you gave notice of cancellation. In this case, we will refund the price of the Product in full, and any applicable delivery charges. However, you will be responsible for the cost of returning the item to us;

(b) for any other reason (for instance, because you consider that the Product is defective), we will examine the returned Product and will notify you of your refund via email within a reasonable period of time. We will usually process the refund due to you as soon as possible and, in any case, within thirty (30) days of the day we confirmed to you via email that you were entitled to a refund. We will refund the price of a defective Product in full, any applicable delivery charges and any reasonable costs you incur in returning the item to us.

8.2 We will usually refund any money received from you using the same method originally used by you to pay for your purchase.

9. Warranty

We warrant to you that any Product purchased from us through our site will, on delivery, conform in all material respects with its description, be of satisfactory quality and be reasonably fit for all the purposes for which products of that kind are commonly supplied.

10. Our liability

10.1 Subject to clause 10.3, if we fail to comply with these terms and conditions, we shall only be liable to you for the purchase price of the Products.

10.2 Subject to clause 10.3, we will not be liable for losses that result from our failure to comply with these terms and conditions that fall into the following categories:

(a) loss of income or revenue;

(b) loss of business;

(c) loss of profits;

(d) loss of anticipated savings;

- (e) loss of data; or
- (f) waste of management or office time.

10.3 Nothing in these terms and conditions excludes or limits our liability for:

- (a) death or personal injury caused by our negligence;
- (b) fraud or fraudulent misrepresentation;
- (c) any breach of the obligations implied by section 12 of the Sale of Goods Act 1979;
- (d) defective products under the Consumer Protection Act 1987; or
- (e) any other matter for which it would be illegal for us to exclude or attempt to exclude our liability.

11. Import duty

11.1 If you order Products from our site for delivery outside the UK, they may be subject to import duties and taxes which are levied when the delivery reaches the specified destination. You will be responsible for payment of any such import duties and taxes. Please note that we have no control over these charges and cannot predict their amount. Please contact your local customs office for further information before placing your order.

11.2 Please also note that you must comply with all applicable laws and regulations of the country for which the Products are destined. We will not be liable for any breach by you of any such laws.

12. Written communications

Applicable laws require that some of the information or communications we send to you should be in writing. When using our site, you accept that communication with us will be mainly electronic. We will contact you by email or provide you with information by posting notices on our website. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

13. Notices

All notices given by you to us must be given to thelemtreecbd@icloud.com. We may give notice to you at either the email or postal address you provide to us when placing an order, or in any of the ways specified in clause 12 above.

14. Transfer of rights and obligations

14.1 The Contract between you and us is binding on you and us and on our respective successors and assignee's.

14.2 You may not transfer, assign, charge or otherwise dispose of a Contract, or any of your rights or obligations arising under it, without our prior written consent.

14.3 We may transfer, assign, charge, sub-contract or otherwise dispose of a Contract, or any of our rights or obligations arising under it, at any time during the term of the Contract.

15. Events outside our control

15.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by events outside our reasonable control.

15.2 A Force Majeure Event includes any act, event, non-happening, omission or accident beyond our reasonable control and includes in particular (without limitation) the following:

- (a) strikes, lock-outs or other industrial action;
- (b) civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war;
- (c) fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster;
- (d) impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport;
- (e) impossibility of the use of public or private telecommunications networks; and
- (f) the acts, decrees, legislation, regulations or restrictions of any government.

15.3 Our performance under any Contract is deemed to be suspended for the period that the Force Majeure Event continues, and we will have an extension of time for performance for the duration of that period. We will use our reasonable endeavours to bring the Force Majeure Event to a close or to find a solution by which our obligations under the Contract may be performed despite the Force Majeure Event.

16. Website information

16.1 We strongly recommend that you consult with your doctor before starting any physical exercise, changing your diet and/or starting any dietary or supplement programme.

16.2 Any information and the Products obtained from our site and/or our organisation should not be taken as medical advice for any reason. The information is not intended to replace

advice given by your doctor. Nothing on this site or information otherwise obtained from us is intended to be, nor should it be construed to be, medical advice or medical claims.

16.3 The information and Products on our site are not intended to diagnose, treat or cure any disease and are not a guide for self-diagnosis and/or treatment.

16.4 We do not accept responsibility for the use or misuse of the information and Products.

16.5 We have tried to ensure that information provided on our site is accurate. However, neither we, nor any third parties, provide any warranty or guarantee as to the accuracy, timeliness, performance, completeness or suitability of the information and materials found or offered on our site for any particular purpose. The content of our site is for your general information and use only.

16.6 You acknowledge that information and materials found on our site may contain inaccuracies or errors and we expressly exclude liability for any such inaccuracies or errors to the fullest extent permitted by law. We do not accept liability for any loss (direct, indirect or consequential) which may arise from reliance on information contained on our site or in respect of any error or omission. Your use of any information or materials on our site is entirely at your own risk, for which we shall not be liable. Except as expressly provided for elsewhere in these terms and conditions, it shall be your own responsibility to ensure that any Products, services or information available through our site meet your specific requirements.

16.7 From time to time, our site may also include links to other websites. These links are provided for your convenience to provide further information. They do not signify that we endorse those websites. We have no responsibility for the content of any linked websites.

16.8 You may not create a link to our site from another website or document without our prior written consent.

17. Waiver

17.1 If we fail, at any time during the term of a Contract, to insist upon strict performance of any of your obligations under the Contract or any of these terms and conditions, or if we fail to exercise any of the rights or remedies to which we are entitled under the Contract, this will not constitute a waiver of such rights or remedies and will not relieve you from compliance with such obligations.

17.2 A waiver by us of any default will not constitute a waiver of any subsequent default.

17.3 No waiver by us of any of these terms and conditions will be effective unless it is expressly stated to be a waiver and is communicated to you in writing in accordance with clause 13 above.

18. Severability

If any of these terms and conditions or any provisions of a Contract are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

19. Entire agreement

19.1 These terms and conditions and any document expressly referred to in them constitute the whole agreement between us and supersede all previous discussions, correspondence, negotiations, previous arrangement, understanding or agreement between us relating to the subject matter of any Contract.

19.2 We each acknowledge that, in entering into a Contract, neither of us relies on, or will have any remedies in respect of, any representation or warranty (whether made innocently or negligently) that is not set out in these terms and conditions or the documents referred to in them.

19.3 Each of us agrees that our only liability in respect of those representations and warranties that are set out in this agreement (whether made innocently or negligently) will be for breach of contract.

19.4 Nothing in this clause 19 limits or excludes any liability for fraud.

20. Our right to vary these terms and conditions

20.1 We have the right to revise and amend these terms and conditions from time to time to, without limitation, reflect changes in our company policies, changes in market conditions affecting our business, changes in technology, changes in payment methods, changes in relevant laws and regulatory requirements and changes in our system's capabilities.

20.2 You will be subject to the policies and terms and conditions in force at the time that you order Products from us, unless any change to those policies or these terms and conditions is required to be made by law or governmental authority (in which case it will apply to orders previously placed by you), or if we notify you of the change to those policies or these terms and conditions before we send you the Dispatch Confirmation (in which case we have the right to assume that you have accepted the change to the terms and conditions, unless you notify us to the contrary within seven (7) business days of receipt by you of the Products).

21. Law and jurisdiction

Contracts for the purchase of Products through our site and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual

disputes or claims) will be governed by English law. Any dispute or claim arising out of or in connection with such Contracts or their formation (including non-contractual disputes or claims) will be subject to the non-exclusive jurisdiction of the courts of England and Wales