

This page (and the others on the Website InspiredPlanting) tells you our conditions for the supply any of the products (Products) listed on our website InspiredPlanting.co.uk (our site) to you.

Please read and agree to these terms and conditions carefully before ordering any Products from our site. You (The Customer) should understand that by ordering any of our Products, you agree to be bound by these terms and conditions.

#### DELIVERY – FOR REAL DREAM PLANTING PLANS.

FREE UK Delivery for REAL DREAM PLANTING PLANS. Delivery is by Royal Mail 1st Class post and is free of charge to mainland UK locations. Prices are liable to change at any time, but changes will not affect orders in respect of which we have already sent you an order confirmation.

#### PRICE – FOR REAL DREAM PLANTING PLANS

The price of any REAL DREAM PLANTING PLANS will be as quoted on my site InspiredPlanting.co.uk, except in cases of obvious error. Prices are liable to change at any time, but changes will not affect orders in respect of which InspiredPlanting has already sent you an order confirmation.

#### PAYMENT – FOR REAL DREAM PLANTING PLANS

Payment is made via cheques currently. PayPal payment in the foreseeable future.

#### RETURNS – FOR REAL DREAM PLANTING PLANS

Please note we will not accept returns without prior agreement. InspiredPlanting will only accept returns due to damaged goods logged upon receipt and informed to InspiredPlanting within 14 days of purchase. When you return a REAL DREAM PLANTING PLAN (S) to InspiredPlanting, InspiredPlanting we will process the refund due to you as soon as possible and, in any case, within 30 days of the day you have given notice of your cancellation. In this case, we will refund the price of the REAL DREAM PLANTING PLAN in full, not including postage costs. However, you will be responsible for the cost of returning the item to us. InspiredPlanting we will usually refund any money received from you using the same method originally used by you to pay for your purchase. Products are made to order and InspiredPlanting cannot offer a money back guarantee.

#### COLOUR MATCHING OF REAL DREAM PLANTING PLANS

InspiredPlanting will endeavour to ensure a very close colour match to designs on screen, but designs may vary slightly from the ones viewed on customers computers.

## REAL DREAM PLANTING PLANS & OTHER PRODUCTS

To the extent permitted by law, in no event will we be liable for any damages arising from or relating to any design, product or service purchased from Inspired Planting or from the use of or inability to use any such design, product or service including, but not limited to any loss of use, lost profits, loss or damage to plants, Lawn, garden furniture and other such items, personal clothing and property, goodwill or business, or any consequential, indirect, exemplary, special, or incidental damages whether such damages were reasonably foreseeable or actually foreseen and even if we have been advised of the possibility of such damages.

## COPYRIGHT

All designs of the products within the website of InspiredPlanting are copyright of InspiredPlanting. You may not replicate, copy or modify and distribute in any way (for example printing onto paper or computer storing ) any item in any fashion without permission of InspiredPlanting.

## DATA PROTECTION & PRIVACY

InspiredPlanting does not pass on client information to third parties (except for the needs of product delivery). In order to process an order we have to collect your name, address, telephone number (s) and an email address. If you would prefer not to receive information from InspiredPlanting please email [kate@inspiredplanting.co.uk](mailto:kate@inspiredplanting.co.uk) . Customer privacy is highly valued by InspiredPlanting.

## EVENTS OUTSIDE THE CONTROL OF INSPIREDPLANTING

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 (Force Majeure Event).

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:

Strikes, lock-outs or other industrial action. Fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster. Impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport.

Civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war. Impossibility of the use

of public or private telecommunications networks. The acts, decrees, legislation, regulations or restrictions of any government.

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.

## ENTIRE AGREEMENT

These terms and conditions and any document expressly referred to in them represent the entire agreement between us in relation to the subject matter of any Contract and supersede any prior agreement, understanding or arrangement between us, whether oral or in writing. OR We intend to rely upon these terms and conditions and any document expressly referred to in them in relation to the subject matter of any Contract. While we accept responsibility for statements and representations made by our duly authorised agents, please make sure you ask for any variations from these terms and conditions to be confirmed in writing.

## 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.

## OUR RIGHT TO VARY THESE TERMS & CONDITIONS

We have the right to revise and amend these terms and conditions from time to time to reflect 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.

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 working days of receipt by you of the Products).

## LAW & JURISDICTION

Contracts for the purchase of Products through our site will be governed by English law. Any dispute arising from, or related to, such Contracts shall be subject to the exclusive jurisdiction of the courts of England and Wales. These terms and conditions do not affect your statutory rights. Only persons aged eighteen years or over may agree to these terms and use the web site or the services offered through the web site.

Stock Photos: Any infringement of copyright will be pursued to the full extent of the law.

Inspired Planting terms and conditions ("The Terms")

This website ("website") is owned and operated by Kate Sippetts, Inspired Planting, Garden Cottage, Newick Park, Newick, East Sussex, BN8 4SB which operates a planting design service. The terms "we", "us", "our" and "ours" when used in these Terms mean Inspired Planting. The terms "you" and "your" when used in these Terms mean any user of this website who wishes to use this website and/or purchase a product or service from Inspired Planting.

### 1. GENERAL

We do not sell designs, products or services to persons under the age of 18. If you are under the age of 18, you may only purchase a design, product or service directly with authority given by either a parent or guardian. As a user of this website you acknowledge that any use of this website is subject to our Terms of Use as set out below and form a legally binding agreement. If you do not agree, please exit this Website. In addition, any personal details you provide to us will be subject to our Privacy Policy. Before using this website or placing any order please read through these documents carefully. Any statutory rights which you may have as a Consumer are not affected by these Terms.

### 2. THE PROPOSAL

2.1 Acceptance of Inspired Planting's proposal and these Terms will form the basis of the design service. By accepting and agreeing to an Inspired Planting proposal you agree that you are entering into a contract with Inspired Planting and acknowledge that you have read and understand these Terms and agree that these Terms, the Proposal and any variation to the Proposal in accordance with clause 3 below contain the entire understanding between the parties and supersedes all previous agreements between the parties.

2.2 The services will start on the date specified in the Proposal and the end date will be the date anticipated in that Proposal. Either party may terminate this contract at any time by giving the other party advance written notice of a minimum of 7 days. Payment for any services carried out up to the date of expiry of the notice period will be required.

2.3 You will complete as fully as possible the design questionnaire provided in advance of any Proposal and where necessary allow us reasonable access to the site to enable us to view the site and/or perform any further services and/or provide photographs of the site or any plant.

2.4 You will notify us in writing of any issues which may affect the design services as soon as possible to enable us at the earliest opportunity to investigate and rectify where necessary; and notify us as soon as possible of any structural alterations that may affect the design.

2.5 In the event that you do not advise us of any defect in the services within thirty days after completion of the services or the provision or delivery of the relevant part of the services, you shall be deemed to have accepted the services or part thereof.

### 3. Payments

3.1 The price that you pay for the design will be the price that is quoted to you in the Proposal before you enter into the contract unless varied in accordance with these terms or if the size of the Site is found to be larger once it has been measured.

3.2 Either party will be entitled to vary or amend the scope of the Services or the Proposal upon the prior consent of the other party. Any variation will only be effective once the details of the variation (which may take the form of a further Proposal) together with an additional Fee or any variation to the Fee have been put in writing and agreed by both parties, whereupon this will form a binding contract between the parties.

3.3 Any prices displayed on the website or another medium include VAT (where applicable) at the applicable current rates but exclude any delivery charges unless stated otherwise.

3.4 We reserve the right to charge interest at 8% per annum above the base rate of the Bank of England on any outstanding amounts (calculated on a daily basis) that remain payable after the due date.

### 4. Limitation of liability

4.1 To the extent permitted by law, in no event will we be liable for any damages arising from or relating to any design, product or service purchased from Inspired Planting or from the use of or inability to use any such design, product or service including, but not limited to any loss of use, lost profits, loss or damage to plants, Lawn, garden furniture and other such items, personal clothing and property, goodwill or business, or any consequential, indirect, exemplary, special, or incidental damages whether such damages were reasonably foreseeable or actually foreseen and even if we have been advised of the possibility of such damages.

4.2 To the extent permitted by law, our aggregate liability (whether in contract, tort or otherwise) for any loss or damage shall, in any event, be limited to a sum equal to the amount paid (if any) or payable by you for the design, product(s) and/or service(s) in question.

4.3 Nothing in these Terms limits liability for fraudulent misrepresentation or our liability to you in the event of death or personal injury resulting from our negligence or breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).

4.4 Nothing in these terms shall require us to provide advice or services in connection with the presence of or risk of contamination or pollution by any harmful plants or substances. You will be solely responsible for determining what investigations and actions should be taken in relation to such plants and substances and shall commission such professional third party advice as you consider necessary. No liability can be accepted for any loss or damage arising from the choice, use of and/or planting of hazardous plants including poisonous varieties. Where there is a clear risk in using a certain plant in a design we will endeavour to bring this to your attention.

4.5 If plants or other goods are provided to you by a separate supplier, those supplies will be provided under a separate contract with your supplier and we can accept no responsibility for that contract or the supplies under it.

4.6 We will use all reasonable endeavours to comply with any specified delivery dates when time is of the essence but no such dates are guaranteed and we exclude liability for any loss (whether direct, consequential or otherwise) resulting from any delay in the delivery of the design or services.

4.7 To the fullest extent permitted by applicable laws we, on behalf of our employees and volunteers exclude liability for any losses and expenses of whatever nature and howsoever arising including, without limitation, any direct, indirect, special, punitive, or consequential damages, loss of use, loss of data, loss caused by a virus, loss of income or profit, loss of or damage to property, claims of third parties, or other losses of any kind or character, even if we have been advised of the possibility of such damages or losses, arising out of or in

connection with the use of this Website or any website with which it is linked. You assume total responsibility for establishing such procedures for data back up and virus checking as you consider necessary. Price and availability of designs, products and/or services is subject to change without notice.

4.8 Inspired Planting shall not have any liability to you or be deemed to be in breach of these Terms from any circumstances which are beyond our reasonable control (force majeure). Neither party will sustain any financial liability other than to pay all outstanding Fees that are due up to the date of termination. The provisions of this clause shall remain in full force and effect after termination of this contract for whatever reason.

## 5. Intellectual Property

5.1 We are the owner of all intellectual property rights in the Designs together with the rights in any developments and modifications in such Designs. We assert the moral rights that we may have in any Designs. However we will grant you a non-exclusive, perpetual, non-transferable and personal licence to use the Designs for residential purposes at the location set out in the Proposal, but for no other purpose upon payment in full of the fee.

5.2 We will be allowed to refer to your site design in any publicity after the Services have taken place provided we receive your written consent in advance (including the taking and publication of photographs of the Site.)

5.3 Unless otherwise indicated, this Website and its design, text, content, selection and arrangement of elements, organisation, graphics, design, compilation, magnetic translation, digital conversion and other matters (“proprietary rights”) related to this Website are protected under applicable copyrights, trademarks and other proprietary (including, but not limited to, intellectual property) rights and are the property of Inspired Planting or the material is included with the permission of the rights owner and is protected pursuant to copyright and trademark laws. ALL RIGHTS RESERVED

## 6. Use of the Website

6.1 Any link to this Website without our written permission is prohibited. Anyone providing access to, or information relating to this Website, whether by link or otherwise, is responsible for bringing these Terms of Use to the attention of the person receiving such access or information. Failure to do so will not result in liability for us.

6.3 WE MAKE NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THIS WEBSITE OR ITS CONTENTS, WHICH ARE PROVIDED FOR USE “AS IS”. WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF TITLE,

NON-INFRINGEMENT, MERCHANTABILITY, QUALITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THIS WEBSITE AND ANY WEBSITE WITH WHICH IT IS LINKED. WE ALSO MAKE NO REPRESENTATIONS OR WARRANTIES AS TO WHETHER THE INFORMATION ACCESSIBLE VIA THIS WEBSITE, OR ANY WEBSITE WITH WHICH IT IS LINKED, IS ACCURATE, COMPLETE, OR CURRENT. YOU ACCEPT THAT OUR OWNERS, OFFICERS, DIRECTORS, EMPLOYEES AND OTHER REPRESENTATIVES SHALL HAVE THE BENEFIT OF THIS CLAUSE.

## 7. Data protection

7.1 We reserve the right to monitor your communications with us whether by mail, voice, fax, e-mail or any other form of transmission for the purposes of quality control, security and other business needs. Notwithstanding the foregoing, all personal data provided to us as a result of this Website will be handled in accordance with our Privacy Policy, best practice in line with EU regulations and the Data Protection Act 1998.

## 8. Miscellaneous

8.1 In the event that any provision of these Terms are declared to be void, voidable, illegal or otherwise unenforceable we shall amend that provision in such reasonable manner as achieves the intention of the parties without illegality and the remaining provisions of these Terms shall remain in full force and effect.

8.2 These Terms are personal to the parties. They do not create or confer any rights or benefits enforceable by any person that is not a party to this Agreement.

8.3 Failure or neglect by either party to exercise any of its rights or remedies under these Terms will not be construed as a waiver of that party's rights nor in any way affect the validity of the whole or part of these Terms nor prejudice that party's right to take subsequent action.

8.4 We reserve the right to make changes to these Terms at any time. The latest Terms will be posted on the Website, and you should always review these Terms prior to using the Website. Our agreement will be subject to the Terms in force at the time you place your order with us, unless any change to these Terms is required to be made by law (in which case it will apply to any orders previously placed by you and will be communicated to you).

8.5 These Terms and any matters arising from it are governed by and construed in accordance with the laws of England and Wales whose courts shall have exclusive jurisdiction over all disputes arising in connection with these Terms. The parties agree however to attempt to resolve any dispute amicably in the first instance. Please do tell us if you are not happy with any aspect of the Services. We will try to resolve any problems quickly and to your satisfaction.



## Inspired Planting Website privacy statement

This website (“website”) is operated by Inspired Planting. The terms “we”, “us”, “our” and “ours” when used in this Privacy Statement means Inspired Planting. The terms “you”, “your” and “yours” when used in this Privacy Statement means any user of this website. **IMPORTANT: BY SUBMITTING PERSONAL DATA MANUALLY OR IN ELECTRONIC FORM TO US AND/OR BY USING OUR WEBSITE YOU GIVE YOUR CONSENT THAT ALL PERSONAL DATA THAT YOU SUBMIT MAY BE PROCESSED BY US IN THE MANNER AND FOR THE PURPOSES DESCRIBED BELOW.** scope of privacy statement .We are committed to the privacy and confidentiality of information provided by you to us. This Privacy Statement describes our current policies and practices with regard to Personal Data collected by us from you directly and/or through the website to the extent that such Personal Data is protected by applicable European data protection laws. The term “Personal Data” refers to personally identifiable information about you, such as your name, personal telephone numbers, job description, any health related matters relevant to gardening matters and your choice of plants, e-mail address or mailing address notification of changes to this statement. We are continually improving our methods of communication and adding new functionality and features to this website and to our existing services. Because of these ongoing changes, changes in the law and the changing nature of technology, our data practices will change from time to time. If and when our data practices change, we will notify you of the changes via this page. We encourage you to check this page frequently. Collection of personal data including e-mail addresses. You may choose to use our services or receive additional information from us. When you request our services or request additional information, we request personal information about you such as your name, postal address, e-mail address, telephone number and payment details. We may also ask for demographic information to enable us to provide a personalised service to you. The information you provide is either manually or electronically stored in our databases. We sometimes supplement the information that you provide with information that is received from third parties. For instance, if inaccurate postal codes are received, we may use third party software to fix them.

**Use of personal data.** We will use your Personal Data to fulfill your requests and we will ask only for data that is adequate, relevant and not excessive for those purposes. Where we send you information for any purpose, it may be sent by e-mail or post. When we ask you for Personal Data it may include the following purposes:

- We may contact you occasionally to inform you of new services we will be providing;
- We may send you regular updates on issues we think will be of interest to you;
- We may send you requested information on our services;
- We may use your Personal Data for marketing purposes and market research;

•We may use your Personal Data internally to administer this website and help us improve our services.

To Unsubscribe.

We hope you will be delighted with our designs, products and services. However, if you do not wish to receive e-mails from us and want to be removed from our electronic mailing list, please e-mail us at the address given below with “Email Unsubscribe” in the subject heading. Further if you also wish to be removed from our post marketing database, please let us know by e-mailing us at the address given below with “Mail Unsubscribe” in the subject heading or writing to us at the address given below. ANONYMOUS DATA COLLECTED THROUGH THIS WEBSITE In addition to the information we collect as described above, we use technology to collect anonymous information about the use of our website. For example, our web server automatically logs which pages of our website our visitors view, their IP addresses and which web browsers our visitors use. This technology does not identify you personally, it simply enables us to compile statistics about our visitors and their use of our website. Our website contains hyperlinks to other pages on our website. We may use technology to track how often these links are used and which pages on our website our visitors choose to view. Again this technology does not identify you personally – it simply enables us to compile statistics about the use of these hyperlinks, cookies. In order to collect the anonymous data described in the preceding paragraph, we may use temporary “cookies” that remain in the cookies file of your browser until the browser is closed. Cookies by themselves cannot be used to discover the identity of the user. A cookie is a small piece of information which is sent to your browser and stored on your computer’s hard drive. Cookies do not damage your computer. You can set your browser to notify you when you receive a cookie. This enables you to decide if you want to accept it or not. We also use your IP address to help diagnose problems with our server and to administer our website. An IP address is a numeric code that identifies your computer on a network, or in this case, the Internet. Your IP address is also used to gather broad demographic information. We may also perform IP lookups to determine which domain you are coming from (e.g.: aol.com, yourcompany.com) to more accurately gauge our users’ demographics.

Disclosure of your personal data. We do not share, sell or distribute your Personal Data with unrelated third parties, except as otherwise provided for in this Privacy Policy and under these limited circumstances:

•In order to provide you with the information or services and solutions which you have requested, Personal Data may occasionally be transferred or shared with other companies within our group of companies, third parties who act for us for further processing in accordance with the purposes for which the data was originally collected or for purposes to which you have subsequently consented. For example, sometimes a third party may have access to your Personal Data in order to support our information technology or to handle mailings on our behalf.

- We will keep your contact details on our database and may, from time to time, e-mail or post you information to make you aware of our other similar products and services which may be of interest to you. If you do not wish to receive e-mails or post from us for these purposes, please let us know by following the “unsubscribe” procedure set out above.
- Where you have consented, we may also share your Personal Data with other companies within our group of companies or disclose your Personal Data to other businesses who may contact you about their products or services that may interest you.
- We may share, transfer or disclose the information in our databases and server logs to comply with a legal requirement, for the administration of justice, interacting with anti-fraud databases, to protect your vital interests, to protect the security or integrity of our databases or this website, to take precautions against legal liability, or in the event of our sale, merger, re-organisation, dissolution or similar event. Where appropriate, before disclosing Personal Data to a third party, we contractually require the third party to take adequate precautions to protect that data and to comply with applicable law.

**DATA ACCESS AND CORRECTIONS.** Upon receipt of your written request and enough information to permit us to identify your Personal Data, we will disclose to you the Personal Data we hold about you, for which we may make a small charge. We will also correct, amend or delete any Personal Data that is inaccurate and notify any third party recipients of the necessary changes. You may update any information you have given to us by contacting us at the addresses given below. Requests to delete Personal Data are subject to any applicable legal and ethical reporting or document retention obligations imposed on us.

**LINKS TO OTHER WEBSITES.** This website may contain hyperlinks to websites that are not operated by us. These hyperlinks are provided for your reference and convenience only and do not imply any endorsement of the activities of these third-party websites or any association with their operators. We do not control these websites and are not responsible for their data or privacy practices. We urge you to review any privacy policy posted on any site you visit before using the site or providing any Personal Data about yourself.

**TRANSFER OF DATA ABROAD** If you are visiting this website from a country other than the country in which our servers are located (currently the United Kingdom), the various communications will necessarily result in the transfer of information across international boundaries. By visiting this website and communicating electronically with us, you consent to the processing and transfer of your data as set out in this Privacy Policy.

**Governing law.** This Privacy Statement forms part of our Terms and Conditions.

**Feedback**

We welcome comments about this Privacy Statement. If you have any questions about this Statement or any part of our service, you may contact us by e-mailing [kate@inspiredplanting.co.uk](mailto:kate@inspiredplanting.co.uk).