

## Privacy Policy

This Privacy Policy provides full details about how **Enviro Mulch (UK) Ltd** and its trading entities **Enviro Textile; Enviro Mat; Enviro Husk; Enviro Peat; Enviro Coir** collects and uses personal data.

Our Website Terms and Conditions can be found as a navigational button along the top of each of our pages for your further referral. As a company, we are committed to responsible data management to comply with the Data Protection Act 1988 in respect of any personal data that may be captured by our Website. Our Privacy Policy only applies to our Website and not to those Websites of other companies, individuals or organizations to which we may choose to provide links.

### Collecting Data from you and letting you know how and what we do with it

We may ask you to enter some personal details such as your name, home address, e-mail address and/or telephone number, at certain points, as you browse and use our Website. We collect and process this personal data that you provide us with to:

- Match your needs with our similar products and services
- Process requests or orders you make when disclosing those details
- Identify personal preferences

**We will collect information about your tastes and preferences both when you tell us what these are or by analysis of traffic and location data (see IP addresses below) for our value added services.**

We also use personal data that we collect, including any cookies (see below), to personalize your visits to our Website and to recommend goods or services that may be of further interest to you. We may also use your information to help us develop the design and layout of our Website to ensure that our Website is as user friendly and informative as possible.

### Consent

Through your use of our Website you are providing us with your personal details and, in turn, you will therefore be consenting to us collecting, processing and using your personal data in the manner described by us on our Website.

You can withdraw your consent at any time by sending an e-mail to us at [enquiries@enviromulchuk.co.uk](mailto:enquiries@enviromulchuk.co.uk)

Should we elect to change/amend our Privacy Policy, we will notify you of those changes here, in order that you are always kept informed of how we collect and use the data.

Your details may be used by ourselves or our agents/representatives acting on our behalf, to provide you with information by post, fax, telephone, e-mail or other appropriate forms of communication, about our products and services, or such third parties' products and services, or to obtain your opinions through market research. If you do not wish to be contacted, or if you only wish to be contacted via a defined means of communication or about defined products and services, please send us an e-mail addressed to: [enquiries@enviromulchuk.co.uk](mailto:enquiries@enviromulchuk.co.uk). We will not pass on your details to third parties without first obtaining your consent.

You will be given the opportunity, in any subsequent communications, to withdraw or alter your consent to be contacted.

### Disclosure of data to third parties

We and our authorized agents/representatives acting on our behalf, may provide aggregate statistics or anonymised data about users of our Website, traffic patterns and other site information to selected third parties, but these statistics will not include any information that could personally identify you.

We and other agents/representatives acting on our behalf, reserve the right to access and disclose personal data to comply with applicable laws and lawful government requests in order to operate its systems properly or to protect itself or its users.

## **Customer Feedback/Complaints or Alteration of Personal Data**

We welcome your questions and comments about privacy issues and the design of our Website. Should you no longer wish us to contact you with marketing information about our products and services, or have comments or a complaint about how we are using your personal data, please send an e-mail to us at: [enquiries@enviromulchuk.co.uk](mailto:enquiries@enviromulchuk.co.uk)

If you wish to tell us of changes to your personal details or to correct details we may hold about you, please send an e-mail to us at: [enquiries@enviromulchuk.co.uk](mailto:enquiries@enviromulchuk.co.uk). If you have any other queries relating to Data Protection, please contact us via e-mail at: [enquiries@enviromulchuk.co.uk](mailto:enquiries@enviromulchuk.co.uk)

## **Record Retention Policy**

Personal data is retained in a secure location. During this time, we will give you the opportunity to correct or alter your personal data in any subsequent communications we may have with you. If you would like to notify us, independently, of any alteration or correction of your personal data, please e-mail us at: [enquiries@enviromulchuk.co.uk](mailto:enquiries@enviromulchuk.co.uk)

## **How do we protect your information**

We have access to up to date technology and strict security procedures for the collection, processing, storing, using and disclosing of personal data in order to prevent unauthorised access or misuse. This also means that we may ask for proof of identity before we disclose your personal data to you.

## **Cookies**

A Cookie is a piece of information that is deposited by our computer server when you visit our Website, which is stored on your computer's hard drive by your web browser.

On revisiting our Website, our computer server will recognize the Cookie giving us information about your last visit. Most browsers accept Cookies automatically, but you can alter the settings of your browser to prevent automatic acceptance or to accept only certain data being processed. You can find out more information about Cookies by visiting the [www.allaboutcookies.org](http://www.allaboutcookies.org), which explains how Cookies work and can be managed. If you choose not to accept Cookies at all, you may still use most of the features of our Website, but our computer server will not necessarily recognize you, and your experience will not be personalized, so you may need to re-enter certain details again.

## **IP addresses**

Every time you connect to our Website we store web server logs which show your IP Address (the unique number which your machine uses when it is connected to the internet); what you have looked at; whether the page request was successful or not, and which browser you used to view the pages.

The use of this data is strictly for statistical purposes only. This helps us understand which areas of the site are of particular interest and which pages are being requested. It also tells us how many hits and page requests we receive.

## Terms and Conditions

Any agreement between you and **Enviro Mulch (UK) Ltd** (Registered company number 5203145) of Foxwood, Lower Raydon, Ipswich, Suffolk, IP7 5QL, United Kingdom is made on these Conditions. By placing your order you confirm that you agree to these Conditions.

### Definitions

- 1.1 Cancellation and Return Policy means the Policy set out in clause 9.
- 1.2 'Goods' means the items you order from us or any alternative items supplied to you pursuant to clause 8.1.
- 1.3 'Order' means your offer to purchase Goods from Enviro Mulch (UK) Ltd. .
- 1.4 'Website' means <http://www.enviromulchuk.co.uk>, [www.enviromulching.co.uk](http://www.enviromulching.co.uk), [www.enviromulching.com](http://www.enviromulching.com), [www.envirohusk.co.uk](http://www.envirohusk.co.uk), [www.enviropeat.co.uk](http://www.enviropeat.co.uk), [www.enviro-mat.co.uk](http://www.enviro-mat.co.uk), [www.envirotextile.co.uk](http://www.envirotextile.co.uk), [www.envirocoir.co.uk](http://www.envirocoir.co.uk)

### 1. General Terms

1.1 **Enviro Mulch (UK) Ltd** will not use the information for any purpose other than processing your order, mailing newsletters and updates and customer care. We will not pass your information to any other third parties.

1.2 If for any reason a court finds any provision of these Conditions to be invalid or unenforceable, then these Conditions shall continue in force except for those parts of the invalid or unenforceable provision that have to be deleted to enable the remaining parts, and the other provisions, to be valid and enforceable.

1.3 Failure or delay by **Enviro Mulch (UK) Ltd** in enforcing or partially enforcing any provision of these Conditions will not be construed as a waiver of any of its rights under them.

1.4 Any waiver by **Enviro Mulch (UK) Ltd** of, or any default under, any provision of these Conditions by you will not be deemed a waiver of any subsequent breach or default and will in no way affect the other terms of these Conditions.

1.5 **Enviro Mulch (UK) Ltd** reserves the right to defer the date of performance or cancel any agreement under these Conditions without liability to you if it is prevented from or delayed in the carrying on of its business due to circumstances beyond Enviro Mulch (UK) Ltd's reasonable control provided that if the event in question continues for a continuous period in excess of 30 days, you shall be entitled to give written notice to **Enviro Mulch (UK) Ltd** to cancel such agreement and obtain a refund of any sums paid.

1.6 Any notice required to be given to **Enviro Mulch (UK) Ltd** shall be in writing and sent by post or by e-mail to the contact details available at <http://www.enviromulchuk.co.uk>, [www.envirotextile.co.uk](http://www.envirotextile.co.uk) unless otherwise notified. Any notice required to be given to you by **Enviro Mulch (UK) Ltd** shall be in writing and sent by post or email to the addresses that you provided when ordering the Goods, unless otherwise notified.

1.7 You agree with **Enviro Mulch (UK) Ltd** that any agreement made under these Conditions is between you and **Enviro Mulch (UK) Ltd** only and it is not intended to be enforceable by any other person who is not a party to it.

1.8 These Conditions shall be governed by English law. You submit and **Enviro Mulch (UK) Ltd** submits to the non-exclusive jurisdiction of the English Courts.

1.9 Any agreement between you and **Enviro Mulch (UK) Ltd** is made under these Conditions, and includes, the descriptions of the Goods as provided by us on our Website, the Order Form, the Cancellation and Return Policy and the Legal Terms & Privacy Policy. Together these constitute the entire agreement and understanding between you and **Enviro Mulch (UK) Ltd** and supersede any previous agreement between you and **Enviro Mulch (UK) Ltd** relating to the subject matter of such agreement. Nothing in this clause shall, however, operate to limit or exclude any liability for fraudulent misrepresentation.

1.10 You may contact us by telephone, post or e-mail via the contact details available at <http://www.enviromulchuk.co.uk>, [www.envirotextile.co.uk](http://www.envirotextile.co.uk)

1.11 You acknowledge that **Enviro Mulch (UK) Ltd** may change these Conditions from time to time. The terms & conditions which apply to your purchase of the Goods will be those which were in force on the date you originally placed your order.

## 2. Our Liability

2.1 **Enviro Mulch (UK) Ltd** warrants that it has title to sell the items that it displays on the Website.

2.2 **Enviro Mulch (UK) Ltd** will not be responsible for any losses suffered by you which were:

2.2.1 Not foreseeable to **Enviro Mulch (UK) Ltd** and yourself when you originally placed your order; or

2.2.2 Not caused by any breach on the part of **Enviro Mulch (UK) Ltd**

2.3 Nothing in these Conditions excludes or limits the liability of **Enviro Mulch (UK) Ltd** for fraudulent misrepresentation or death or personal injury caused by the negligence of **Enviro Mulch (UK) Ltd** or its employees.

2.4 In circumstances where Goods have been used (or were intended for use) for purposes related to your trade, business or profession and you are not acting as a consumer, the following limitations of liability shall apply:

2.4.1 **Enviro Mulch (UK) Ltd** will not be responsible for any consequential loss or damage including (without limitation) loss of profit, loss of business, loss of contracts, loss of opportunity, loss or depletion of goodwill, costs or expenses (whether arising in contract, tort, negligence, breach of statutory duty or otherwise) that might arise.

2.4.2 Subject to clauses 2.4.1, 2.2 and 2.3, **Enviro Mulch (UK) Ltd's** maximum total liability to you in respect of all losses (whether arising in contract, tort, negligence, breach of statutory duty or otherwise) shall not exceed 125% of the total sums paid by you to **Enviro Mulch (UK) Ltd** under this Agreement in respect of the relevant Goods.

2.5 **Enviro Mulch (UK) Ltd** cannot be held responsible for any failure to deliver the Goods due to anything that is beyond its reasonable control including but not limited to fires, explosions, severe weather, industrial disputes (of its own or other employees), insurrection, riots, embargoes, raw material shortages, delays in transportation, requirements or regulations of any civil or military authority, war (whether declared or not), civil unrest and terrorist action. **Enviro Mulch (UK) Ltd** shall have no liability towards you for any loss or damage that you may suffer as a result of circumstances beyond **Enviro Mulch (UK) Ltd's** reasonable control.

## 3. Property & Risk

3.1 Risk of damage to, or loss of the Goods shall pass to you upon delivery of the Goods.

3.2 Ownership of the Goods shall not pass to you until **Enviro Mulch (UK) Ltd** has received in full (in cleared funds) all sums due to it in respect of the Goods and all other sums which are or which become due to **Enviro Mulch (UK) Ltd** from you on any Order.

3.3 If you intend to return or exchange the Goods in accordance with the Cancellation and Return Policy, you must take reasonable care of the Goods pending their return to **Enviro Mulch (UK) Ltd**

## 4. Placing your order

4.1 Browse the Website and review/select your chosen Goods.

4.2 Telephone, fax or email us at **Enviro Mulch (UK) Ltd** to discuss and agree your exact requirements and obtain either a verbal or written quotation/estimate. See 'contact us' for full details of same.

4.3 When you are ready to proceed, please send us either your company purchase order or written confirmation by post, email or fax and we will reciprocate with a detailed account confirmation of the Goods ordered. No agreement exists between you and **Enviro Mulch (UK) Ltd** until you receive this account confirmation.

4.4 Where your Order includes delivery instructions that require clarification, in addition to the account confirmation referred to in clause 4.3, **Enviro Mulch (UK) Ltd** will contact you by telephone using the contact details you provide with your Order to discuss your Order and arrange delivery.

You should ensure that the contact details you supply are accurate as **Enviro Mulch (UK) Ltd** will be unable to deliver the Goods if we are unable to contact you. In the event that **Enviro Mulch (UK) Ltd** cannot contact you, for example if you have given incorrect details, **Enviro Mulch (UK) Ltd** reserves the right to cancel your Order and refund any sums paid by you.

4.5 **Enviro Mulch (UK) Ltd** will record your agreement to these Conditions, but will not file a copy of the concluded contract. You can use the 'Print' facility of your browser to print a copy of these Terms for your own reference at no additional charge.

4.6 Any product specifications, formulations, data, literature and statements as to suitability, performance or otherwise, issued and descriptions and samples given by us in connection with **Enviro Mulch (UK) Ltd** products are offered in good faith but are intended to be approximate only and shall not constitute representations nor shall they become warranties or conditions of the contract.

## 5. Our Pricing

5.1 The Website does not generally set our pricing strategy since we believe that the very specialist and bespoke nature of the product range on offer demands customer one-to-one contact but where such pricing information is shown it shall be so in British Pounds Sterling (GBP) and shall be subject to current VAT rates as may be applicable from time to time.

The price(s) will be confirmed at the point of enquiry or upon the placement of your Order and in the event of any discrepancy or misunderstanding that may arise, the written price(s) as detailed in our account confirmation (Placing Your Order 4.4) shall become the binding price to prevail.

5.2 Unless otherwise stated, the price(s) quoted shall be exclusive of any/all delivery or shipping charges, locally enforceable taxes, duties and vat (as applicable) and such charges shall be set out or agreed separately.

5.3 **Enviro Mulch (UK) Ltd** reserves the right to increase prices of any product item which may be displayed for sale on the Website and/or delivery charges from time to time. However, where the price of Goods and/or delivery charges changes between Order and delivery, the price and/or charge will be as displayed on the account confirmation (Placing Your Order 4.4).

5.4 Unless otherwise stated, any price(s) shown on The Website(s) or tendered via written account confirmation (Placing Your Order 4.4) shall be deemed to be exclusive of any VAT payable in the United Kingdom.

## 6. Payment

6.1 The amount payable by you shall be the total price of the Goods and the applicable delivery charges.

6.2. The acknowledgement of Order by issue of account confirmation as described at clause 4.4 (Placing Your Order 4.4) will confirm the price payable by you.

6.3 Payment for all goods shall be in full with cleared effects PRIOR TO DELIVERY unless such other terms have been specifically and expressly agreed in writing between you and **Enviro Mulch (UK) Ltd**. Cleared effects shall mean company cheque, Bankers Draft or Building Society cheque or BACS Transfer for the purpose of definition.

6.3.1 At this time **Enviro Mulch (UK) Ltd** are unable to accept payment via major debit or credit cards.

## 7. Availability and Delivery

Where an Order is accepted and an account confirmation (Placing Your Order 4.4) is sent to you **Enviro Mulch (UK) Ltd**, will process your order as set out in clauses 7.1, 7.2 and 7.3 below.

7.1 If the Goods are in stock, they can either be collected (by prior arrangement) from our East Suffolk depot or they will be delivered by either **Enviro Mulch (UK) Ltd** or other designated road transport courier service to the address provided in the account confirmation with Goods to be signed for on delivery.

- Goods cannot be delivered to any address outside of the UK mainland unless specifically agreed between you and **Enviro Mulch (UK) Ltd**.

- **Enviro Mulch (UK) Ltd** will aim to deliver Goods within seven working days of receiving full payment in cleared funds, providing such goods are held in inventory, or as soon as is practicable thereafter.

- **Enviro Mulch (UK) Ltd** cannot be held responsible if the delivery address provided by you is incorrect.

7.2 **Enviro Mulch (UK) Ltd** will use reasonable endeavours to ensure that delivery takes place within the time specified in clause 7.1 and that the products ordered by account confirmation and/or are as displayed on the Website are in stock. However, you acknowledge that the time for delivery specified in clause 7.1 is an estimate and that, in particular **Enviro Mulch (UK) Ltd** cannot control delays taking place once the Goods have been despatched by **Enviro Mulch (UK) Ltd**. Your rights under these Conditions if the Goods are not delivered within the timescales set out in clause 7.1 are set out in clause 8.

7.3 **Enviro Mulch (UK) Ltd** reserves the right to refund your payment in the event that the Goods ordered by you are unavailable.

Where large bulk orders are agreed (eg. over 30 bales of Enviro- Husk) and an Order is accepted and an account confirmation is sent to you as described in clause 4.4, **Enviro Mulch (UK) Ltd** may also contact you by telephone as described in clause 4.5, your Order will be processed and clauses 7.4 to 7.7 shall apply:

7.4 **Enviro Mulch (UK) Ltd** will offer a delivery and/or collection date (as previously agreed), if delivery and/or collection on this date is not possible an alternative delivery and/or collection date will be agreed with you by telephone. **Enviro Mulch (UK) Ltd** will deliver and/or you will collect the Goods on the agreed delivery and/or collection date to the agreed delivery or from the agreed collection address, and will deliver the Goods as packed or on pallets (as agreed/available) by lorry and/or have ready for collection by you.

7.5 It is essential on the part of delivery, that you are available at the delivery address to accept delivery, and you must provide safe access to the point of unloading. **Enviro Mulch (UK) Ltd** is unable to deliver the Goods if you are not present, and for this reason it is important that you ensure that you are happy with the delivery date agreed.

7.6 Goods cannot be delivered to any address outside of the UK mainland, unless specifically agreed between you and **Enviro Mulch (UK) Ltd**.

7.7 **Enviro Mulch (UK) Ltd** reserves the right to refund your payment in the event that the mulch ordered by you is unavailable.

## 8. Non-Delivery

8.1 If the Goods have not been delivered to you 3 days after the latest date for delivery to your address as set out in clause 5.1 you should contact **Enviro Mulch (UK) Ltd** using the details available at <http://www.enviromulchuk.co.uk> [www.envirotextile.co.uk](http://www.envirotextile.co.uk) You will then be given the option of:

8.1.1 Cancelling your Order. **Enviro Mulch (UK) Ltd** will then refund the price you paid in accordance with the Cancellation and Return Policy; or

8.1.2 Arranging a revised delivery/collection date, in which case clauses 7.4 to 7.7 shall apply to the revised delivery date.

8.2 **Enviro Mulch (UK) Ltd** shall not be liable for any non-delivery/non-collection of Goods unless notice is given to **Enviro Mulch (UK) Ltd** within 10 working days starting from the day after the last date for delivery/collection had delivery/collection taken place in accordance with the timetable set out at clause 7.1 or such other time as agreed in accordance with clause 8.1.2. Such notice should be to the postal or e-mail addresses or telephone number set out at clause 1.10.

8.3 If for any reason (other than exercising your rights set out in the Cancellation and Return Policy to return the Goods) you will not accept delivery of the Goods or **Enviro Mulch (UK) Ltd** is unable to deliver the Goods on time because you have not provided appropriate instructions, including but not limited to inputting or providing the correct delivery address with the Order because you have failed to comply with clause 4.5, **Enviro Mulch (UK) Ltd** may store the Goods until delivery whereupon you will be liable for all related costs and expenses.

8.4 Where Goods have been removed from a pallet to such an extent so as to cause unsafe repacking to the pallet for safe transportation, **Enviro Mulch (UK) Ltd** will not be able to refund any sums paid by you in respect of those Goods.

8.5 Where Goods cannot be delivered because of the circumstances detailed in clause 7.4 or 7.5 and you ask for the Goods to be re-delivered **Enviro Mulch (UK) Ltd** reserves the right to make an additional delivery charge at an applicable rate.

## 9. Cancellation & Returns policy

This clause 9 sets out **Enviro Mulch (UK) Ltd** Cancellation and Returns Policy. It also sets out your rights to cancel your Order and return the Goods.

9.1 You may cancel your Order at any point after you place your Order until the end of thirty days beginning with the day after the date on which you receive the Goods. If you cancel your Order and wish to return the Goods under this clause, the following provisions will apply:

9.1.1 To cancel your order you should contact **Enviro Mulch (UK) Ltd** in writing using the email/fax details available at <http://www.enviromulchuk.co.uk>, [www.envirotextile.co.uk](http://www.envirotextile.co.uk)

9.1.2 In order to improve our customer service we will ask why you wish to return the Goods;

9.1.3 Goods must be returned complete, in an unused and undamaged condition; no split bales.

9.1.4 Goods must be returned to **Enviro Mulch (UK) Ltd** at your expense as soon as possible following your cancellation using a suitable road transport carriage service; and

9.1.5 **Enviro Mulch (UK) Ltd** will repay any sums paid by you for the Goods within 30 days of receiving your notice of cancellation. Where you have not complied with clause 9.1.4 **Enviro Mulch (UK) Ltd** may deduct any costs incurred by it in recovering the Goods.

9.2 If you wish to return the Goods because they do not comply with these Conditions, any of your statutory rights, or where **Enviro Mulch (UK) Ltd** has not supplied the correct Goods, you should contact **Enviro Mulch (UK) Ltd** using the details set out in clause 9.1.1 within a reasonable period of discovering the fault or error. If you agree to return the Goods at **Enviro Mulch (UK) Ltd's** expense, you may ask **Enviro Mulch (UK) Ltd** to send you replacement Goods, or to repay to you any sums paid by you for the Goods within 30 days.

9.3 Your rights under clause 9.2 do not arise where packaging has been damaged in transit but the Goods themselves are undamaged.

9.4 If you exercise your right to cancel your Order in accordance with clause 9.1.1, **Enviro Mulch (UK) Ltd** will repay any sums paid by you for the Goods within 30 days of your informing **Enviro Mulch (UK) Ltd** that you have cancelled your order.