

## 1. Introduction

1.1. The Terms and Conditions of Mono Naturoils Ltd are as follows on this document, together with the documents referred to on it. They tell you the terms on which we supply any of the products listed on our website [www.mono-naturoils.com](http://www.mono-naturoils.com) to you. Please read them carefully before ordering any of our products. If you do not accept these terms, please do not use this website.

1.2. By accessing this website and/or ordering any of our products from our site you have read, and are accepting and agreeing to be bound by these terms, and to comply with all applicable laws and regulations. We recommend you print a copy of these terms for future reference.

1.3. This information is supplied in English only.

## 2. Information About Us

2.1. [www.mono-naturoils.com](http://www.mono-naturoils.com) is operated by Mono Naturoils Ltd, Cobweb Cottage Studios, Thaxted, CM6 2PP. Registered in England No. 10089267.

2.2. Our VAT number is 251 7731 08.

2.3. Our business hours are 10am to 4pm Monday to Friday, excluding bank or public holidays in England. We can be contacted via email at [hello@mono-naturoils.com](mailto:hello@mono-naturoils.com) and we aim to respond to you within 2 working days.

## 3. Privacy Policy

Please see our Privacy Policy to understand our practices, and how we safeguard any data that you provide us when you place an order and/or register an account with us.

## 4. Cookies

A cookie is a small text file that is saved to and during subsequent visits, retrieved from, your computer or mobile device. Please see our Cookie Policy to see how we use cookies on our website.

## 5. Definitions

'Mono Naturoils', 'We', 'Us' and/or 'Our' – Mono Naturoils Ltd.

'Customer', 'You' and/or 'The Buyer' – the individual(s) or company using this website (including any person(s) accessing the website using your personal information and/or shopping account).

'Agreement' – the Terms and Conditions as specified on this document and all documents referred to on it, including any amendments made.

'Terms' – the Terms and Conditions.

'Product(s)', 'Item(s)' and/or 'Goods' – an item(s) displayed for sale on our website [www.mononaturails.com](http://www.mononaturails.com).

The 'Website' – [mono-naturoils.com](http://mono-naturoils.com)

## 6. Intellectual Property Rights

6.1. All materials on this website (including but is not limited to, the logo(s), design, layout, look, appearance, graphics and textual content) are protected by copyright and intellectual property laws and are the property of Mono Naturoils and our licensors. They are made available for your personal, non-commercial use only. No content or materials may be reproduced, copied, used, sold or duplicated either online or offline without the written permission of Mono Naturoils.

6.2. You may (if necessary to make a purchase) access and download the materials located on [www.mono-naturoils.com](http://www.mono-naturoils.com) onto one hard drive only for personal, non-commercial use only, subject to the restrictions below:

6.2.1. You must not:

- 1) republish any material from this website;
- 2) sell, rent or otherwise sub-license any material from the website;
- 3) show any material from the website in public;
- 4) reproduce, duplicate, copy, mimic or otherwise exploit any material on our website for a commercial, or any other, purpose;

- 5) edit or otherwise modify the digital copy of any materials you have downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text;
- 6) e-distribute any material from this website.

6.2.2. In addition:

- 1) Our status (and that of any identified contributors) as the authors of material on our site must always be acknowledged.

6.2.3. Any other use of the material and content of the website is strictly prohibited without the written permission of Mono Naturoils.

## **7. Use of the Website**

7.1. You are provided with access to this website in accordance with these terms and any orders placed by you must be placed in accordance with these terms. You warrant that all information you provide to us as a customer is correct and complete in all respects. You must notify us of any changes to the information you have provided as soon as possible by e-mailing us at [hello@mono-naturoils.com](mailto:hello@mono-naturoils.com) between 10am and 4pm Monday to Friday (excluding bank or public holidays).

7.2. By placing an order through our website, you are confirming that you are legally capable of entering into a legally binding contract and that you are over 18 years of age.

7.3. You may not alter, impair or interfere in any way with our website. If you default negligently in any obligations set out in these Terms and Conditions, you shall be liable for all losses and damages that this may cause to Mono Naturoils, our affiliates, partners or licensors.

## **8. Indemnity**

8.1. You agree to indemnify us fully, and to defend and hold us and our directors, employees, agents and suppliers harmless from and against all claims, liability, damages, losses, costs and expenses, including reasonable legal fees, arising out of any breach of these terms by you or your use of this website, or the use by any other person accessing the website using your shopping account and/or your personal information.

8.2. You acknowledge and agree that if your use of material on this website results in the need for servicing, repair or correction of equipment, software or data, you will assume all costs thereof.

## **9. Our Rights**

9.1. We reserve the right to withdraw or amend, temporarily or permanently, this website (or any part thereof) without notice to you.

9.2. We reserve the right to change these Terms and Conditions at any time, and it is your responsibility to check these regularly for changes.

9.3. By continuing to use this website, you are (a) confirming that you have accepted any such changes and (b) you are agreeing that we shall not be liable to you or any third party for any modification to or withdrawal of the website.

## **10. Health & Safety/Cautions**

10.1. Cautionary advice, as well as advice for how to use products are printed on the packaging and can also be found on the website.

10.2. Products are for external use only, and not for human consumption.

10.3. Some products contain nut oils. Although these types of nut oils do not normally irritate people with nut allergies, we recommend consulting your doctor before purchasing if you have an allergy.

10.4. Products contain natural ingredients which may cause sensitivity/an allergic reaction. All ingredients are clearly listed on both the product packaging and on the website. Buyers should ensure they are not allergic to any of the ingredients contained before purchasing.

10.5. You agree we are not responsible for any reaction to any ingredients.

10.6. If you have any health issues, are pregnant or nursing, or are planning a pregnancy, seek medical advice before purchasing products.

10.7. Please be aware that the products may stain any material(s) they come into contact with.

10.8. All the information within the website is to be used for reference only. Nothing we sell, produce or advertise is intended to replace professional medical advice.

10.9. All products have passed Safety Assessments and conform to EU Cosmetics Directive 76/768/EEC and UK legislation.

## **11. Product Storage**

11.1. Store products in a cool, dry place away from heat and direct sunlight, and are used appropriately.

11.2. Product best before end dates can be found on the packaging. Once opened products are best used within 6 months.

11.3. We will accept no responsibility for any damage or defect of goods from inappropriate storage or use.

## **12. Product Information**

Due to the ingredients being of natural origin, scent, colour and consistency may vary from batch to batch. This does not in any way affect the quality or efficiency of the product.

## **13. Product Colours**

We make every effort to ensure that images match the relevant product as closely as possible, but the constraints of digital reproduction on different web browsers can cause colour depiction to deviate from the actual item. Therefore, the colours of products may vary slightly from what you see on your screen.

## **14. Product Availability**

14.1. All our products are subject to availability.

14.2. We reserve the right to withdraw or discontinue any product at any time, even after an order has been placed. We will contact you as soon as possible in the event of your ordering an unavailable item and offer you either an alternative, or a refund of all monies in the method in which they were originally paid.

14.3. We reserve the right to limit the quantities of any product(s) that we offer.

## **15. Ordering and Contract**

15.1. Our ordering process is easy to navigate. Please follow the instructions as you proceed. If you have any questions about how to order, or run into difficulties, please contact us.

15.2. By placing an order, you are agreeing to be bound by these terms and that all information provided by you is accurate and complete. Once payment has been made in full and cleared, you will receive an email from us acknowledging the receipt of your order and detailing product(s) ordered, cost and delivery details. Please check all details on this acknowledgement are correct and contact us as soon as possible if any details are incorrect. You can email us at [hello@mono-naturoils.com](mailto:hello@mono-naturoils.com) between 10am – 4pm, Monday to Friday (excluding public holidays).

15.3. Please note that your order does not form a binding contract between us, but rather an offer to purchase goods from us. All orders are subject to acceptance by us, and no contract for the sale of any product will exist between you and us until we accept your order by despatching the product to you.

15.4. Your order is accepted when we despatch the goods you have ordered, and not before, at which point a legally binding contract shall exist between us. We will send you a Despatch Confirmation email to let you know when the goods have been despatched.

15.5. We reserve the right not to accept any order, and to cancel an order at any time prior to despatch, without giving reason. In the event of cancellation, we will refund or cancel any payments received in full, via the payment method used to place the order.

15.6. We will take all reasonable care, in so far as it is in our power to do so, to keep the details of your order and payment secure, but in the absence of negligence on our part we cannot be held liable for any loss you may suffer if a third party procures unauthorised access to any data you provide when accessing or ordering from the website.

## **16. Payment**

We accept payment via Visa, MasterCard and American Express debit and credit cards.

## **17. Authorisation**

All card transactions are subject to validation checks and authorisation. If for any reason the issuer of your payment card refuses to or does not authorise payment to us, we will not be liable for any delay or non-delivery.

## **18. Pricing**

18.1. All prices are in UK Pounds Sterling and are inclusive of VAT where applicable, but exclude the delivery charge, which is determined and added to your order at checkout.

18.2. Although we try to ensure all prices on our website are correct and up to date at all times, it may occasionally happen that prices are incorrect or have changed without notice. In the event that a price is incorrect for whatever reason, we will correct the price and ask you to confirm whether you still wish to purchase the goods at the correct price, or cancel your order. If we are unable to contact you, we will at our discretion treat the order as cancelled. We will not be obliged to supply goods at the incorrect price, and reserve the right to withdraw the goods from sale and cancel your order at any point prior to despatch.

18.3. Prices are liable to change at any time.

## **19. Delivery**

19.1. We aim to despatch goods within 2-4 working days of your order being accepted, and payment being received and authorised. If you have ordered multiple items, they may on occasion arrive separately. If for some reason there is a delay in despatching items, we will inform you via email.

19.2. Our delivery options, cut-off times, estimated delivery times and prices can be found on our Shipping & Returns Information page. Please ensure you read these carefully before placing your order. All orders will require a signature upon receipt.

19.3. We are unable to offer delivery on bank or public holidays.

19.4. Please ensure all delivery address details are entered correctly. Once despatched, we are unable to amend delivery details. We will not be held responsible, and have no liability to you for any items that are not delivered or are delayed due to incorrect details. We cannot also accept liability for out of pocket expenses or other costs incurred due to failed or delayed delivery.

19.5. If the recipient is not in when delivery is attempted, they may leave it with a neighbour, or a card will be left with details of how the item can be collected or redelivered. If delivery is not successful it is solely the customer's responsibility to rearrange the delivery or collect the order from their local Post Office. If you do not arrange collection/redelivery within the specified time shown on the card, the goods will be sent back to us and we will refund the price of the goods excluding any postage costs.

19.6. While we make every effort to have your goods delivered in the estimated delivery times, we cannot guarantee delivery in that timeframe, and we are not responsible, and have no liability to you, for any delays which occur whilst your goods are in transit with the courier. We also cannot accept liability for out of pocket expenses or other costs incurred due to failed or delayed delivery.

19.7. During adverse weather conditions (including but not limited to high winds, heavy snow, ice, flooding or heavy fog), our delivery partners may be unable to deliver orders on time. This is outside of our control and we do not accept any liability or responsibility for delayed deliveries in these circumstances.

19.8. If your delivery address is outside of the UK, you may be required to pay import duties/taxes when your order reaches your country. These and any additional charges for customs clearance are entirely your responsibility. We have no control over these charges and cannot predict their amount. Please contact your local customs office for more information before placing your order if you have any queries.

19.9. You agree 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 of any such laws by you.

19.10. We are unable to deliver to PO Boxes.

## **20. Damaged Items**

Products are thoroughly checked before despatching. In the unlikely event that your items (not including outer packaging) arrive damaged please notify us within 48 hours, including a photo of the damage in question. We cannot be liable for claims reported outside of this time. We reserve the right to require proof of damage. Please see our Shipping & Returns Information page for further information.

## **21. Missing Parcels**

21.1. In the case of a missing parcel, we will attempt to locate the parcel. If we are unable to locate it, we will ask you to fill out a missing parcels form in order that a claim can be made, and replacements will be sent.

21.2. We cannot accept a claim for loss unless at least 10 working days for items posted to the UK, 20 working days for items posted to Europe, or 25 working days for items to the rest of the world have passed from the expected due delivery date. Please see our Shipping & Returns Information page for further information.

## **22. Returns**

22.1. Goods may be returned for an exchange or refund within 14 days, provided they are in their original packaging, unopened, unused and free from damages. Please follow the instruction for returning products which can be found on our Shipping & Returns Information page.

22.2. We reserve the right to refuse an exchange or refund if we deem items returned to have been opened/used and/or be in a non-saleable condition.

22.3. If a free gift was included this must be returned with your item or the value of the gift will be deducted from the refund.

22.4. If you used a promotional/discount code and your order no longer qualifies, the promotional/discount value will be deducted from your refund.

22.5. If your order value after returning your item(s) no longer qualifies for free shipping, delivery charges will be deducted from your refund.

22.6. Gift cards, samples, sale items and free items are non-returnable.

22.7. Refunds for products given as a gift can only be given to the original purchaser.

22.8. Refunds will be applied within 14 days of goods being received back by us using the same method originally used by you to pay for your purchase.

22.9. Any costs associated with postage and packaging (including original shipping and packaging cost and the cost of returning the item to us) will not be reimbursed. Please see our Shipping & Returns Information page for further information.

22.10. We recommend you send returned items by recorded or special guaranteed delivery to ensure you are covered for compensation should it get lost in the post. Until we receive the goods back, they are your responsibility, and we cannot accept responsibility for returned goods that are lost in transit/fail to reach us. Items lost in transit will not be treated as returned.

22.11. Only products purchased directly from the [www.mono-naturoils.com](http://www.mono-naturoils.com) website can be returned to us for a refund or an exchange. Products purchased from another retailer must be returned to their original place of purchase.

### **23. Cancelling Your Order (Contract)**

23.1. Under the Consumer Contracts Regulations 2013 you have the right to cancel your order within a period of fourteen (14) days. The period of 14 days begins on the day after the day you, or the person that you ask us to deliver the goods to, receive your goods.

23.2. If you wish to cancel your contract, we require notification either in writing to: Mono Naturoils Ltd, Cobweb Cottage Studios, Thaxted, CM6 2PP or by email to: [hello@mono-naturoils.com](mailto:hello@mono-naturoils.com) (please ensure you retain durable proof of your cancellation).

23.3. Below you can find a sample cancellation form that you can copy and use to contact us:

To: Mono Naturoils Ltd, Cobweb Cottage Studios, Thaxted, CM6 2PP or [hello@mono-naturoils.com](mailto:hello@mono-naturoils.com)  
I/We\* hereby give notice that I/We\* cancel my/our contract of sale of the following goods:

Ordered on\* / received on\*

Name of consumer(s)

Address of consumer(s)

Date

\*Delete as appropriate

23.4. Orders may be cancelled at any time before they are despatched by emailing us at [hello@mono-naturoils.com](mailto:hello@mono-naturoils.com) to let us know you wish to cancel your order. If the goods have already been despatched, then those items must be returned to us at your own expense within fourteen (14) days.

23.5. You must take reasonable care of the goods and may inspect and assess them, but not use them. We may make a deduction from the reimbursement for loss in value of any goods supplied, if the loss is the result of unnecessary handling by you.

23.6. You must return goods to us, at your own expense, to the specified address below, in their original packaging wherever possible, within fourteen (14) days of informing us of your wish to cancel. If you return goods to us, we will not be responsible for any loss or damage to them during transit and we recommend that you use a recorded or secure delivery method and retain a proof of postage. If goods are lost or damaged in transit, we may charge you, or not refund to you, amounts that are attributable to the loss or damage.

23.7. A refund will be issued within 14 days after our receipt of the item(s), assuming they reach us in the same condition in which they were sent and within the allotted time, using the same method originally used by you to pay for your purchase. Any paid delivery charge will be included in your refund once we have received all (not part) of your order to the specified address below. Please note: the delivery charge refund will be to the value of basic, standard delivery only. Also, if you only return part of your order we cannot refund the delivery.

23.8. Your return delivery cost will not be refunded.

23.9. For full details of your rights under the regulations, please contact your Citizens Advice Bureau or a Solicitor.

23.10. Specified address to return goods (at your own cost) to: Mono Naturoils Ltd, Cobweb Cottage Studios, Thaxted, CM6 2PP

### **24. Your Account**

24.1. You are responsible for maintaining the confidentiality of your password and account, for any activities that occur under your account and for preventing unauthorised access to your account. Mono Naturoils Ltd shall not be liable to any person for any loss or damage which may arise as a result of any failure by you to protect your password or account.

24.2. You are responsible for ensuring that all information provided to us is correct and complete, and agree to inform us immediately of any changes to the information that you provided when registering.

## **25. Promotions**

25.1. We sometimes issue promotional codes to customers that give benefits such as discounts and free delivery. These codes are usually restricted to one use per customer and may only be used by the person to whom they are issued, they are not transferable and they must only be used in accordance with their own specific Terms and Conditions.

25.2. By using a promotional code to claim a benefit you will be confirming that you are entitled to use the code. If we discover this not to be the case, we reserve the right to cancel the order.

25.3. Certain promotional codes may be restricted for use against specified products.

25.4. Where a promotional code entitles you to a percentage discount, the discount will not be applied to the delivery charge.

25.5. Promotional codes cannot be exchanged for a cash alternative or used in conjunction with any other promotions.

25.6. We are unable to apply discounts to orders already placed.

25.7. Promotional codes may be withdrawn, or suspended without notice for any reason.

## **26. Gift Vouchers**

26.1. Gift vouchers can be used to purchase items online from [www.mono-naturoils.com](http://www.mono-naturoils.com) only. They may not be exchanged for cash or returned or refunded.

## **27. Product Reviews**

Customers may leave product reviews on our website. We regularly monitor this content and we reserve the right to remove, reject or edit it at any time. When submitting information to our website as a review, you understand that what you have submitted is not copyright protected and you are permitting its appearance on our website.

## **28. Reselling of products**

28.1. All products available on our website are for personal use only. You may not sell or resell any of the products.

28.2. We reserve the right to cancel or reduce the quantity of any orders that we believe may result in the violation of our Terms.

## **29. Written Communications**

Applicable laws require that some of the information or communications we send to you should be in writing. For contractual purposes, by using our site you are accepting that communication with us will be primarily electronic through e-mail or notices posted on our website, and that 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.

## **30. Links to Third Party Websites**

We are not responsible for the contents or reliability of any other websites to which we provide a link and do not necessarily endorse the views expressed within them, their products or services. The links to other websites do not imply a recommendation for all the content found on these sites. We will not be liable in any way for any loss or damage which you may suffer by using those websites. If you decide to access linked third party websites, you do so at your own risk. Please be aware that when you leave our website, other sites may have different privacy policies and terms of use which are beyond our control.

## **31. Linking to Our Website**

31.1. If you wish to link to this website, you may only do so subject to the following conditions:

31.1.1. You must not:

- 1) imply in any way that we are either endorsing or promoting any products and/or services;
- 2) misrepresent in any way your relationship with us;
- 3) present any false information about us;

- 4) link from a website which is not owned by you;
- 5) link from a website which contains any content which is in any way controversial or offensive;
- 6) link from a website which infringes any intellectual property rights or rights of any person; or
- 7) link from a website which does not comply in any way with the law in the United Kingdom.

31.1.2. If you choose to link to our website in breach of these terms you shall fully indemnify us for any loss or damage suffered as a result of your actions.

### **32. Limitation of Liabilities**

32.1. To the fullest extent permitted by applicable laws, Mono Naturoils Ltd nor any of their respective directors, employees, affiliates or other representatives, shall not be responsible to you whether in contract, tort (including negligence) or otherwise, or accept any liability for (including but not limited to):

incidental, special or indirect loss;

consequential loss;

loss of data;

loss of income, revenue or profit;

loss or damage to property;

loss of anticipated savings;

loss of business;

loss of sales;

loss of goodwill or reputation;

economic or commercial losses;

waste of management or office time;

any third-party claims arising out of the use of the site or for any products or services purchased from [www.mono-naturoils.com](http://www.mono-naturoils.com); and for any other loss or damage of any kind, however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable.

32.2. Our total liability to you for any loss or damage arising either directly or indirectly in connection with this Agreement shall be strictly limited to the total price of your order.

32.3. Nothing in these Terms and Conditions shall exclude, limit or restrict our liability for death or personal injury caused by our negligence.

32.4. A person who is not a party to these Terms and Conditions shall have no right to enforce any term under the Contracts (Rights of Third Parties) Act 1999.

### **33. Severability**

In the event that any one or more of the provisions of these terms of use is determined by any court or other competent authority to be invalid, unlawful and/or unenforceable, the remaining provisions shall be unimpaired and will continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect. Such invalid, illegal or unenforceable provision shall be replaced by a mutually acceptable valid, legal and enforceable provision.

### **34. Limited Warranties**

34.1. We do not guarantee, represent or warrant that your use of our service will be uninterrupted, timely, secure or error-free.

34.2. We take all reasonable measures to ensure that this website is free from viruses and other malicious or harmful content. However, we cannot guarantee that your use of this website (including any content on it or any website accessible from it) will not cause damage to your computer or other device. It is your responsibility to ensure that you have the right equipment (including antivirus software) to use the website safely and to screen out anything that may damage or harm your computer or other device. Except where required by applicable law, Mono Naturoils shall not be liable to any person for any loss or damage they suffer as a result of viruses or other malicious or harmful content that they access from or via the website.

34.3. We make no warranties as to the availability or accessibility of the website. The website may at times be temporarily unavailable due to server issues or issues such as system failure, maintenance or repair or for any other reason beyond our control.



34.4. Where possible we will try and give users advance warning of any maintenance issues or expected downtime, but shall not be obliged to do so.

34.5. We will not be liable for any damages, losses, costs or expenses incurred by you as a result of any lack of availability or accessibility of the website or any failure, error or delay in the sending or receiving of any notice or communication or instruction through the post or any electronic medium.

34.6. We do not accept liability for any errors and/or omissions contained in our website and reserve the right to change information, prices, specifications and descriptions of listed goods, products and services at any time and without notice.

### **35. Events Beyond Our Reasonable Control**

35.1. We will not be liable or responsible for any failure to perform, or delay in performance of any of our obligations to you that is caused by events that could not be anticipated and are outside our reasonable control (a 'Force Majeure Event').

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

Strikes, lock -outs or other industrial action

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

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

Impossibility of the use of public or private telecommunications networks

The acts, decrees, legislation, regulations or restrictions of any government

35.3. In the event of a Force Majeure Event, our performance 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 to you may be performed despite the Force Majeure Event.

### **36. Law and Jurisdiction**

Mono Naturoils Terms and Conditions shall be governed by and construed in accordance with English Law. Any dispute arising in connection with these terms shall be subject to the exclusive jurisdiction of the English courts. By agreeing to these Terms and Conditions, you are agreeing to submit to English law.

### **Additional Information**

Our store is hosted on Shopify Inc. They provide us with the online e-commerce platform that allows us to sell our products and services to you.

Updated 05/01/18

[Click here for printable Terms and Conditions PDF.](#)