

Herbal Tides Terms and Conditions

Contact details

Herbal Tides Ltd, Herbal Tides Vape Store, 117a Dale Road, Spondon, Derby. DE21 7DJ. England.

Tel: 01332 987 597 (Landline number Standard/Local rates apply, mobiles will vary.)

Email: HerbalTides@hotmail.com

Herbal Tides Ltd is registered in the UK, Company No. 08946750. VAT No. 203-9386-12.

Placing an Order

To place an order on this website, navigate to the product you would like - Select the Nicotine Strength you would like from the drop-down menu, and in some cases select your PG/VG ratio. Next select what size you would like, Click "Add to Cart" - Once you've decided on all your purchases, go to the top and click on "Shopping Cart" - here you can amend your purchases if you wish, otherwise you can either enter a coupon code and/or gift voucher if you have one, your total will update, click on "Checkout" to purchase - You can either register an account if you'd like to save some time filling in your details next time, or you can checkout as a guest - Fill in all your details as requested clicking "Continue" as you go - Our payments are processed via PayPal, don't worry if you don't have an account you can pay with a card without an account - Process the payment - We will then send out your liquids with Free second class delivery (excluding international/high value) - Crack open your juices and make some clouds!

Our site is available in the English Language, but we welcome international sales* if you would like to view our site in another language other than English, please click here.

*International delivery is £8.50 GBP flat rate regardless of how much you order.

1) Introduction

These terms and conditions govern your use of our website; by using our website, you accept these terms and conditions in full. If you

disagree with these terms and conditions or any part of these terms and conditions, you must not use our website.

2) License to use website

Unless otherwise stated, we or our licensors own the intellectual property rights in the website and material on the website. Subject to the license below, all these intellectual property rights are reserved. You may view, download for caching purposes only, and print pages from the website for your own personal use, subject to the restrictions set out below and elsewhere in these terms and conditions.

You must not:

- a) republish material from this website (including republication on another website);
- b) sell, rent or sub-license material from the website; c) show any material from the website in public;
- d) reproduce, duplicate, copy or otherwise exploit material on our website for a commercial purpose;
- e) edit or otherwise modify any material on the website;
- f) redistribute material from this website. *Except for content specifically and expressly made available for redistribution, such as our newsletter.*

[Where content is specifically made available for redistribution, it may only be redistributed [within your organisation]

3) Acceptable use

You must not use our website in any way that causes, or may cause, damage to the website or impairment of the availability or accessibility of the website; or in any way which is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity. You must not use our website to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software. You must not conduct any systematic or automated data collection activities (including without limitation scraping, data mining,

data extraction and data harvesting) on or in relation to our website without our express written consent.[You must not use our website to transmit or send unsolicited commercial communications.][You must not use our website for any purposes related to marketing without our express written consent.]

4) Restricted access

[Access to certain areas of our website is restricted.] We reserve the right to restrict access to [other] areas of our website, or indeed our whole website, at our discretion.If we provide you with a user ID and password to enable you to access restricted areas of our website or other content or services, you must ensure that that user ID and password is kept confidential [We may disable your user ID and password in our sole discretion without notice or explanation.]

5) User generated content

In these terms and conditions, "your user content" means material (including without limitation text, images, audio material, video material and audio-visual material) that you submit to our website, for whatever purpose.You grant to us a worldwide, irrevocable, non-exclusive, royalty-free license to use, reproduce, adapt, publish, translate and distribute your user content in any existing or future media. You also grant to us the right to sub-license these rights, and the right to bring an action for infringement of these rights.Your user content must not be illegal or unlawful, must not infringe any third party's legal rights, and must not be capable of giving rise to legal action whether against you or us or a third party (in each case under any applicable law). You must not submit any user content to the website that is or has ever been the subject of any threatened or actual legal proceedings or other similar complaint.We reserve the right to edit or remove any material submitted to our website, or stored on our servers, or hosted or published upon our website.[Notwithstanding our rights under these terms and conditions in relation to user content, we do not undertake to monitor the submission of such content to, or the publication of such content on, our website.]

6) Limited warranties

Whilst we endeavour to ensure that the information on this website [(excluding user content)] is correct, we do not warrant its

completeness or accuracy; nor do we commit to ensuring that the website remains available or that the material on the website is kept up-to-date. To the maximum extent permitted by applicable law we exclude all representations, warranties and conditions relating to this website and the use of this website (including, without limitation, any warranties implied by law of satisfactory quality, fitness for purpose and/or the use of reasonable care and skill)

7) Limitations of liability

Nothing in these terms and conditions (or elsewhere on our website) will exclude or limit our liability for fraud, for death or personal injury caused by our negligence, or for any other liability which cannot be excluded or limited under applicable law. Subject to this, our liability to you in relation to the use of our website or under or in connection with these terms and conditions, whether in contract, tort (including negligence) or otherwise, will be limited as follows:

- a) to the extent that the website and the information and services on the website are provided free-of-charge, we will not be liable for any loss or damage of any nature;
- b) we will not be liable for any consequential, indirect or special loss or damage;
- c) we will not be liable for any loss of profit, income, revenue, anticipated savings, contracts, business, goodwill, reputation, data, or information;
- d) we will not be liable for any loss or damage arising out of any event or events beyond our reasonable control;

8) Returns policy

For Non-Faulty Goods

Under consumer contracts regulations you have the right to cancel your order 14 days after purchasing. Generally orders will arrive within 2-3 days, please read our policy in full below.

If you have had a change of heart you must return the item to Herbal Tides unused and in its original condition and packaging within 14 days for a refund. Non-faulty products will be refunded after return and inspection by Herbal Tides. Returned product must include all parts, accessories, instructions and packaging, etc. Please note that if security seals are broken or if blister packaging has been opened then the product is not in its original condition. You are required to complete a Returns Form ([Click Here](#)) and return this with your order. If the goods

are non-faulty you are responsible for the return postage. For expensive items we recommend that you use a secure delivery method which requires a signature on receipt, as this insures the package in case it goes missing. The product will remain your responsibility until it has been signed for at the returns address. We do not accept responsibility for products lost or damaged in the post.

Exceptions

We regret that we cannot accept returns when:

The packaging or any of the individual product components, has been unsealed or soiled or used.

The non-faulty product does not arrive at Herbal Tides in a resalable condition. In this case we will not be able to offer you a refund. We will call you to arrange to send the product back to you and to take payment for the subsequent delivery costs.

For Faulty Goods

If the product you have ordered is faulty you have 30 days in which to return it. Parcels or items damaged in transit must be reported to Herbal Tides by e-mail before 3.00pm the next working day following receipt. You are also required to complete a Returns Form ([Click Here](#)) and return this with your order. When returning faulty items we ask you to return goods yourself. On receipt Herbal Tides will reimburse the costs incurred providing the goods are found to be faulty. Herbal Tides will pay you a reasonable* postage amount for the return of the product. We normally ask that goods are sent back via First Class Royal Mail (Recorded Delivery). Please obtain a proof of postage costs so we can reimburse you the full amount.* Please note that by reasonable we mean any delivery service equivalent to the cost of Royal Mail Recorded Delivery and up to a maximum value of £10. We regret that we will not be able to refund excessive postage costs (for example goods being sent by special delivery or by courier when this is not necessary). If the postage costs are going to exceed £10 please e-mail for authorisation.

Exceptions

If the deadline for reporting parcels damaged during transit is not met we regret that we will not be able to issue a refund or replacement

goods.

Refund

We will not confirm that we have received your return. After receipt of your goods we aim to issue refunds within 14 working days. The cost of your gift will be refunded to the credit/debit card used to make the purchase. Please note refunds take 5 working days to clear from the point of processing

9) Privacy

Herbal Tides takes the privacy of its customers seriously and is committed to the following policy We do not sell, trade, or rent your personal information to third parties.

10) Indemnity

You hereby indemnify us and undertake to keep us indemnified against any losses, damages, costs, liabilities and expenses (including without limitation legal expenses and any amounts paid by us to a third party in settlement of a claim or dispute on the advice of our legal advisers) incurred or suffered by us arising out of any breach by you of any provision of these terms and conditions[, or arising out of any claim that you have breached any provision of these terms and conditions].

11) Breaches of these terms and conditions

Without prejudice to our other rights under these terms and conditions, if you breach these terms and conditions in any way, we may take such action as we deem appropriate to deal with the breach, including suspending your access to the website, prohibiting you from accessing the website, blocking computers using your IP address from accessing the website, contacting your internet service provider to request that they block your access to the website and/or bringing court proceedings against you.

12) Variation

We may revise these terms and conditions from time-to-time. Revised terms and conditions will apply to the use of our website from the date of the publication of the revised terms and conditions on our website. Please check this page regularly to ensure you are familiar with the current version

13) Assignment

We may transfer, sub-contract or otherwise deal with our rights and/or obligations under these terms and conditions without notifying you or obtaining your consent. You may not transfer, sub-contract or otherwise deal with your rights and/or obligations under these terms and conditions.

14) Severability

If a provision of these terms and conditions is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions 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.

15) Exclusion of third party rights

These terms and conditions are for the benefit of you and us, and are not intended to benefit any third party or be enforceable by any third party. The exercise of our and your rights in relation to these terms and conditions is not subject to the consent of any third party.

16) Entire agreement

These terms and conditions [, together with our privacy policy, constitute the entire agreement between you and us in relation to your use of our website, and supersede all previous agreements in respect of your use of this website.

17) Law and jurisdiction

These terms and conditions will be governed by and construed in accordance with English law, and any disputes relating to these terms and conditions will be subject to the [non-]exclusive jurisdiction of the courts of England and Wales.

You must be over 18 years of age to view or order from this web site.