



## TERMS AND CONDITIONS

Last updated 20 September 2023

### 1. Who we are

1.1 Sustainabli+ is a membership programme from Willow Alexander Ltd (“we”, “us”, or “our”, “Sustainabli+”) and we are committed to caring for our planet.

1.2 Sustainabli+ refers to our lifestyle membership programme on the Willow Alexander website (willowalexander.co.uk), including its subdomains and any other website and applications for mobile or tablet through which we make our Services and Subscriptions available (including any Application Programme Interfaces (API)).

1.3 Whenever we say “us” we mean Sustainabli+ and whenever we say “you” then we’re referring to a “user” or “member” of Sustainabli+.

### 2. How to contact us

2.1 Sustainabli+ is owned and operated by Willow Alexander Ltd, a privately owned company incorporated in England & Wales (company number 12120829) whose registered office is at Parker House 5 Powerscroft Road, Sidcup, England, DA14 5DT.

2.2 Questions, complaints and comments regarding our Terms and Conditions, purchases or Subscriptions should be emailed to us at [hello@sustainabliplus.co.uk](mailto:hello@sustainabliplus.co.uk)

### 3. Our Carbon Offsetting Subscriptions – Climate Impact

3.1 Climate Impact is what we call the impact we have by way of our Services and Subscriptions: compensating your carbon footprint (projects that reduce or negate the greenhouse gasses impact from your own carbon footprint) and funding climate projects.

3.2 Sustainabli+ puts in the effort to choose the best Climate Impact projects, details of these projects and certification can be found on our website and referred to in paragraph 4. Sustainabli+ Eco Fund

3.3 Through our website [sustainabliplus.co.uk](https://sustainabliplus.co.uk) and any (future) Sustainabli+ iOS and Android mobile applications (we will call these, our “apps”), you can manage your membership and book our Home+Garden Services.

3.4 You must be aged 18 and over to use our Services and Subscription membership and be resident in the United Kingdom.

3.5 To use our Services, you must create an account. We can refuse the creation of your account, or access to our Services, for any legitimate reason.

3.6 To create your account, you must give us correct information and keep it regularly updated. Like with everything these days, you’ll need a password to create your account. It is important you keep it safe and confidential, as you’re responsible for anything that happens in your account using this password. Let us know as soon as possible if your password is lost or stolen. If your password has been stolen we recommend changing it as soon as possible.

3.7 You accept that you’ll only use our Services for personal use and you’ll only make purchases on behalf of yourself. You’re also agreeing that the card you pay with is yours (i.e. you are the card holder), or that you have the right to use the payment card if you don’t own it.

3.8 As a member of Sustainabli+ you can purchase our Home+Garden Services on a preferential rate or discounted products from the Willow Alexander online shop, at which point you become one of our Users. We will provide our Services in accordance with any promise we have made on our website and the Willow Alexander Terms and Conditions.

3.9 If you are using our Business Service then these Terms and Conditions are incorporated in any additional contract with us.

3.10 We may offer a refer-a-friend scheme which offers you and your friend credits to you both when the friend signs up for our Services. For more details please check your Sustainabli+ membership account.

#### **4. Sustainabli+ Eco Fund**

4.1 A pre-determined proportion of your monthly subscription is set aside and placed into an Eco Fund from which we purchase carbon credits to support projects around the world that serve to offset the collective amount of our members, based on the daily carbon emissions of an average consumer.

4.2 The percentage contribution to the WA fund has been calculated based on an analysis of the average emissions per capita for the UK including Defra, Climate Watch Data, The Fifth Carbon Budget and WWF. We have opted to follow the WWF's emission target for 2020 of 10.51T per person per year. This is based on a 2016 UK average of 12.19T being reduced at a linear rate to achieve net zero in 2045 and assumes the UK per capita footprint follows the same trajectory as the UK Climate Change Committee's Balanced Net Zero Pathway. The target will be reviewed annually.

4.3 All carbon offsetting projects that are selected are certified by recognised programmes including VER (Verified Emission Reductions), VCS (Verified Carbon Standard) and CER (Certified Emission Reduction). These projects contribute to achieving the UN's Sustainable Development Goals through decarbonisation, education, employment, conservation and clean water.

4.4 Our Eco Fund will be operated with full transparency with 100% of the fund being invested in relevant projects. Details are available on our website through monthly and annual reporting along with information of the projects that have been selected.

#### **5. Content**

5.1 Unless where otherwise specified or clearly recognisable, all content provided by us and available on the website is owned by us or the authors as cited.

5.2 To the extent permitted by applicable law, Users waive any moral rights in connection with content they provide to Sustainabli+.

5.3. Through Sustainabli+, Users may have access to external resources provided by third parties. Users acknowledge and accept that Sustainabli+ has no control over such resources and is therefore not responsible for their content and availability. Conditions applicable to any resources provided by third parties, including those applicable to any possible grant of rights in content, result from each such third parties' terms and conditions or, in the absence of those, applicable statutory law.

#### **6. Payment**

6.1 All purchases are executed by our third-party payment services provider under their terms of service which will be made accessible to you prior to every purchase.

6.2 The payment methods available from our third-party payment services provider will be indicated at the time of purchase.

6.3 We store your payment card details only for the purpose of enabling monthly Subscription payments. These are processed on our trusted third-party payment services provider.

6.4 All payments are in GBP by our third-party payment services provider.

#### **7. Acceptance of Terms and Conditions**

7.1 By using our Services, you're agreeing that:

7.1.1 you've received these Terms and Conditions in a way that you can understand clearly;

7.1.2 you accept the most recent version fully;

7.1.3 you're committed to paying for the Services you purchase; and

7.1.4 you understand that by accepting the Terms and Conditions a Contract is formed

7.2 Sustainabli+ reserves the right to update or change these Terms and Conditions from time to time. But the version that applies to you is the one available on the website at the time you make your purchase. We will notify you of changes to our Terms and Conditions that may impact you and if you don't agree with and accept the most recent Terms and Conditions, you'll have the right to stop Subscriptions.

7.3 By accepting these Terms and Conditions, you're agreeing that there's no partnership, employment or agency relationship between us. Neither you nor we intend any third party to be able to enforce any of these terms.

7.4 Transfer or assignment of membership or benefits. You may not transfer or assign your membership or benefits including promotion codes, to any third-party User.

## **8. Liability**

8.1 You'll be financially liable for all purchases made with us through your account, as well as any losses we incur if you breach the Terms and Conditions or misuse our Services. That includes situations where you deliberately allow someone else to use your account to make a purchase.

8.2 We are not responsible for any loss or damage that is not foreseeable, nor any business losses. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the Contract was made, both we and you knew it might happen. We are also not responsible for losses that you suffer that are not related to our Services. Nothing in these Terms and Conditions shall limit or exclude our liability for death or personal injury caused by negligence, or that of our employees, agents or sub-contractors (as applicable); or fraud or fraudulent misrepresentation by us or our employees.

8.3 Notwithstanding the above, neither we nor you shall be liable to the other for any indirect or consequential losses whether arising from negligence or otherwise. In no event shall our liability under the Contract exceed the price paid by you to us for any Services connected with the claim.

## **9. Data**

9.1 By using our Services and Subscriptions, you agree to our Privacy Policy, which is available here and on the Willow Alexander website. You should be aware that your data may be transferred, processed and stored outside of your country, and that your data may be subject to disclosure as required by applicable law.

## **10. Corporate Membership Service**

10.1 If you are a corporation then we will classify you as a Business User of our Corporate Membership Service. A Business User is any corporation that has 1) purchased a twelve (12) month subscription with Sustainabli+ for designated employees as a personal subscription 2) a Sustainabli+ corporate profile, 3) has not breached any of our Terms and Conditions, and 4) is not making unsubstantiated claims to deceive consumers into believing that their products or business are environmentally friendly ("greenwashing").

10.2 For as long as you fulfil and maintain the conditions above for being a Business User, then we grant you a non-exclusive right to use certain materials ("Sustainabli+ Materials") which shall include but not be limited to trade marks and logos.

10.3 We retain all intellectual property rights (for the avoidance of doubt, including and not limited to, copyright and moral rights) in all Sustainabli+ Materials. We grant to our Business Users a fully paid-up, worldwide, non-exclusive, royalty-free, licence to use the Sustainabli+ Materials solely for the purpose of and to the minimum extent necessary for receiving and using the Services. We reserve the right to terminate such licence at any time subject to the terms of any additional contract.

## **11. Closing your account**

11.1 Users can terminate their account and stop using the Service at any time by going to their account settings page on the website, and selecting "Request Account Deletion" in the Account Management section. The Sustainabli+ team will receive a notification from you that you wish to close your account and will be in touch to process your request. Please allow up to 14 days from the date of your request for the team to action. Account closures will take effect on the next monthly renewal of subscription after account deletion request unless the next subscription payment is due within 14 days of the request.

11.2 If you do not notify us within 14 days of the next due date of your Subscription fee that you want to end your Subscription at this date or cancel your Sustainabli+ membership, we will automatically charge the then-applicable monthly Subscription fee using your preferred payment method.

## **12. Important points about your account closure**

12.1 Ending the Contract because of something we have done or are going to do

If you are ending the Contract for a reason set out at 12.1.1 to 12.1.5 below the Contract will end immediately and we will refund you in full for payments you have made affected by this, provided you have not already used our Services during the Subscription period. If you have used our Services during the Subscription period, you may be entitled to a partial refund. The reasons are:

12.1.1 we have told you about an upcoming change to the subscription or these terms to which you do not agree (see clause 7.2);

12.1.2 we have told you about an error in the price or description of the subscription or purchase you have ordered and you do not wish to proceed;

12.1.3 there is a risk that our ability to fulfil our projects may be significantly delayed because of events outside our control;

12.1.4 we have suspended the projects for technical reasons, or notify you we are going to suspend them for technical reasons, in each case for a period of more than 14 days; or

12.1.5 you have a legal right to end the Contract because of something we have done wrong.

## 12.2 Exercising your right to change your mind

12.2.1 You can cancel your subscription up to 14 days after the first order is made, provided you have not already used our Services during the Subscription period. You don't need to give a reason for cancelling and we will give you a refund for that payment by the same method you used to make that payment within 14 days of you telling us you wish to cancel. If you have used our Services during this 14-day period, you may still be entitled to a partial refund. This complies with your legal rights under the Consumer Rights Act 2015 and Consumer Contracts Regulations 2013. For detailed information about your legal rights, please visit the Citizens Advice website <http://www.adviceguide.org.uk/> or call 03454 04 05 06.

12.2.2 Users will be required to send to Sustainabli+ an unequivocal emailed statement of their intention to withdraw from the Contract including:

- the date of purchase
- the Service purchased
- the name of the User

12.2.3 Users from a Corporate Membership who wish to cancel their account will have their request treated in the same way as for a personal User but will not be refunded the remaining annual Subscription paid by the corporation. Remaining Subscriptions will be forfeited and the corporation or Business User will be informed of the account closure.

## 12.3 Closure of account due to invalid payment method

If your preferred payment method becomes invalid during your membership period, or if the charge is refused for any other reason outside our control, you authorize us to use any other payment method we have on file in your Sustainabli+ account. If all your payment methods on file are declined, you must provide us a new eligible payment method within 30 days or your Sustainabli+ membership will be cancelled and your account will revert to the Willow Alexander services booking account and be subject to the terms and conditions therein.

## 13. Other

13.1 By using our Services, you're telling us that you are not listed on any sanctions-related list of designated or blocked persons imposed, administered or enforced from time to time by the EU and implemented by its Member States, the United Nations Security Council, His Majesty's Treasury of the United Kingdom, Office of Foreign Assets Control, or any other relevant authorities with jurisdiction over you or us from time to time that would prohibit you from using our Services.

13.2 Intellectual Property. Access to our website and apps doesn't give you any intellectual property rights relating to them, other than a right to use them in line with these Terms and Conditions. You can't under any circumstance copy, represent, change, transmit, or publish any part of our website or app (regardless of your device) without clear written permission from us, or the companies in our group, first. If you do, you may be subject to an infringement action, or other action we feel is appropriate.

13.3 Governing Law. English law will apply to these Terms and Conditions and you may bring proceedings in the relevant courts of the part of the United Kingdom where you live, which will have exclusive jurisdiction in relation to these Terms and Conditions.