

## NET-HERO Terms and Conditions of Sale – General Carbon Offsets

LAST UPDATED: 1<sup>st</sup> August 2021

### 1 About us

We are NET-HERO Limited, a company registered in England and Wales under company number: 13443905 (**NET\_HERO**). Our registered office is at: 35 Dover Street, London. W1S 4NG

### 2 How to contact us

You can contact us by sending an email to [support@NET-HERO.org](mailto:support@NET-HERO.org).

### 3 These terms

3.1 These terms apply to any supply of carbon credit offsets (the **Offsets**) by NET-HERO which you purchase on our website as services.

3.2 If you buy services on our site you agree to be legally bound by this contract.

3.3 When buying any services on our site you also agree to be legally bound by our Privacy Policy and extra terms which may add to, or replace some of, this contract. This may happen for legal or regulatory reasons. Please check these terms from time to time to ensure that you are aware of any such changes. Any such changes will be notified by a "Last Updated" notice on the top of this page..

3.4 For the purposes of these terms, you are a:

3.4.1 **'consumer'** if you are buying the services from our site as an individual for purposes wholly or mainly outside of your trade, business, craft or profession; or

3.4.2 **'business customer'** if you are buying the services from our site for purposes relating to your trade, business, craft or profession.

Some terms only apply to your order if you are a consumer and other terms only apply to your order if you are a business customer, so please make sure you read these terms carefully.

3.5 Any reference to **'we'**, **'us'** or **'our'** in these terms is to NET-HERO, and any reference to **'you'** or **'your'** is to the person placing an order on our site.

3.6 You must be at least 18 years old to place an order on our site. If you are a business customer placing an order on behalf of a business, you confirm that you have authority to place such order for and on behalf of that business.

3.7 We may make changes to these terms at any time. However, the terms which apply to your order will be those in force at the time you submitted your order to us.

- 3.8 Please print out or save a copy of these terms and any emails from us for your records, as we will not save or file a copy for you. These terms, and this contract, are only available in English. No other languages will apply.

## **4 Orders**

- 4.1 Below, we set out how a legally binding contract between you and us is made.
- 4.2 You place an order on the site by following the checkout instructions. Please read and check your order carefully before submitting it. You will be able to correct any errors before submitting your order to us.
- 4.3 When you place your order at the end of the online checkout process (eg when you click on the 'pay now' button), we will acknowledge it by email. This acknowledgement does not, however, mean that your order has been accepted by us.
- 4.4 We will only accept your order when we email you to confirm this. At this point:
- 4.4.1 a legally binding contract will be in place between you and us; and
  - 4.4.2 we will provide the services as agreed during the online checkout process.
- 4.5 If we do not accept your order, for example because we have been unable to pre-authorise the payment, the Offsets are unavailable, you are under 18, or there has been a mistake regarding the pricing or description of the supply of the services, we will email you using the details you provided when you placed your order. We have the right to reject any order for any reason.
- 4.6 Please note that there is no physical delivery of the Offsets.

## **5 NO CANCELLATION RIGHTS**

- 5.1 We provide and fully perform the supply of services at checkout, and as stated in your order acknowledgment. You will be asked to tick a box at checkout to confirm that you agree that this is the case. By ticking the box, you acknowledge that you have no right to cancel this contract as the services are fully performed at the end of the checkout process (ie the Offsets are allocated and retired in your name in their entirety). If you do not tick the box, we are unable to provide the services to you.
- 5.2 Please note that in having no right to cancel, you will be required to pay the full price and have no right of refund.

## **6 Making changes to your order**

Please be aware that you are unable to make any changes to your order after you have submitted it.

## **7 Supply of services and Offsets descriptions**

- 7.1 Descriptions of the Offsets included in our services are set out in full detail on our site.

- 7.2 When you purchase the services, it is in NET-HERO's absolute discretion to supply Offsets to you – you do not have a choice of the Offsets that are included in your order.
- 7.3 If you are a consumer, you have certain 'statutory rights'. The services that we provide to you must be carried out with reasonable care and skill. We are under a legal duty to supply you with services that are in conformity with this contract.

## **8 Prices**

- 8.1 Prices for the services are set out on the website.
- 8.2 Prices for the services may change at any time. Except as set out in clause 8.3 below, such changes will not affect existing orders.
- 8.3 If there has been an error on the site regarding the pricing of any of the services and this affects your order, we will try to contact you using the contact details you provided when you placed your order. We will give you the option to re-confirm your order at the correct price or to cancel your order. If we are unable to contact you, we will treat the order as cancelled and notify you by email.

## **9 Payment**

- 9.1 We use Stripe as our payment processor. Stripe accepts all major payment methods, including credit and debit cards. All credit card and debit card payments need to be authorised by the relevant card issuer.
- 9.2 We will take payment from your card at the time you place the order. If the payment is unsuccessful, we will try to contact you using the contact details you provided when you placed your order. If we are unable to contact you, we will cancel your order and notify you by email.

## **10 Events beyond our control**

We are not liable to you if we fail to comply with these terms because of circumstances beyond our reasonable control.

## **11 Our liability to consumers**

**THIS CLAUSE 11 ONLY APPLIES TO YOU IF YOU ARE A CONSUMER.**

- 11.1 If we breach these terms or are negligent, we are liable to you for foreseeable loss or damage that you suffer as a result. By 'foreseeable' we mean that, at the time the contract was made, it was either clear that such loss or damage would occur or you and we both knew that it might reasonably occur, as a result of something we did (or failed to do).
- 11.2 We are not liable to you for any loss or damage that was not foreseeable, any loss or damage not caused by our breach or negligence, or any business loss or damage.

- 11.3 Nothing in these terms excludes or limits our liability for any death or personal injury caused by our negligence, liability for fraud or fraudulent misrepresentation, or any other liability that the law does not allow us to exclude or limit.

## **12 Our liability to business customers**

**THIS CLAUSE 12 ONLY APPLIES TO YOU IF YOU ARE A BUSINESS CUSTOMER.**

- 12.1 Subject to the below, our liability under or in connection with these terms (regardless of whether such liability arises in tort, contract or in any other way and whether or not caused by negligence or misrepresentation) will not exceed the total price paid for the Offsets.

- 12.2 We will not be liable to you under or in connection with these terms (regardless of whether such liability arises in tort, contract or in any other way and whether or not caused by negligence or misrepresentation) for:

12.2.1 consequential, indirect or special losses; or

12.2.2 any of the following (whether direct or indirect):

- (a) loss of profit;
- (b) loss of opportunity;
- (c) loss of savings, discount or rebate (whether actual or anticipated); or
- (d) harm to reputation or loss of goodwill.

- 12.3 Nothing in these terms will limit or exclude our liability for:

12.3.1 death or personal injury caused by negligence;

12.3.2 fraud or fraudulent misrepresentation; or

12.3.3 any other losses which cannot be excluded or limited by law.

## **13 Your information**

Any personal information that you provide to us will be dealt with in line with our **Privacy Policy** available here [www.net-hero.org/privacy](http://www.net-hero.org/privacy), which explains what information we collect and hold about you, and how we collect, store, use and share such information.

## **14 No third party rights**

No one other than us or you has any right to enforce any of these Terms.

## **15 Governing law and jurisdiction**

- 15.1 If you are a consumer based in the UK, the laws of England apply to these terms, although if you are resident elsewhere in the UK you will retain the benefit of any mandatory protections given to you by the laws of the region of the UK in which you live. Any disputes will be subject

to the non-exclusive jurisdiction of the English courts. This means that you can choose whether to bring a claim in the courts of England or in the courts of the part of the UK in which you live.

- 15.2 If you are a consumer based outside of the UK, please be aware that other relevant laws may apply to your purchase of services. It is your duty to be aware of these relevant laws and how they apply to your order.
- 15.3 If you are a business customer, these terms and any dispute or claim arising out of, or in connection with, the terms, their subject matter or formation (including non-contractual disputes or claims) will be governed by, and construed in accordance with, the laws of England and Wales. You and us both irrevocably agree that the courts of England and Wales will have exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, these terms, their subject matter or formation (including non-contractual disputes or claims).

## **16 General terms**

- 16.1 You are not allowed to transfer your rights under these terms to anyone without our prior written consent. We may transfer our rights under these terms to another business without your consent, but we will notify you of the transfer and make sure that your rights are not adversely affected as a result.
- 16.2 If any provision of these terms (or part of any provision) is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of any other provision of these terms will not be affected.
- 16.3 If you breach these terms and we take no action, we will still be entitled to use our rights and remedies in any other situation where you breach these terms.
- 16.4 If you are a business customer, any variation to these terms will not be binding unless expressly agreed in writing between you and us.
- 16.5 If you are a business customer, you and we both agree that these terms constitute the entire agreement between you and us in relation to your order. You acknowledge that you have not entered into these terms in reliance on any representation or warranty that is not expressly set out in these terms and that you will have no claim for innocent or negligent misrepresentation on the basis of any statement in these terms.