

Terms and Conditions

Arden Forest Wellness And TTG+Biomed™ And The Tasting Ground Limited

These Terms apply to all Services and purchase transactions undertaken between You and Us. By accepting a Service or purchasing directly from Us, or on one of our Sites, both You and We agree to abide by these Terms.

We reserve the right to change these Terms at any time. Any such changes will take effect when these Terms are posted on our Sites. It is Your responsibility to read the Terms on each occasion. Your continued use of our Sites signifies Your acceptance to be bound by these Terms.

Important: Although We make every effort to ensure the efficacy, accuracy and reliability of all Goods, it is ultimately Your responsibility to exercise all due discretion and judgement in the acceptance of all and any Goods. We highly recommend that You seek independent guidance from other qualified professionals including healthcare practitioners or relevant specialists before entering into any contract whatsoever with Us.

We, furthermore, hereby absolve Ourselves of any liability whatsoever for the outcomes that may arise from the use, application or reliance upon any Good. This disclaimer encompasses, but is not limited to, any potential loss, injury or damage – whether direct, indirect, incidental, consequential or punitive – suffered by You resulting from the use or purchase of any Good.

In addition, by contacting or visiting us, You agree and acknowledge agreement to indemnify and hold Us harmless for any and all claims, demands or liabilities that may arise.

In these Terms and Conditions (the ‘Terms’) the following words shall have their corresponding meaning:

‘Us’ or ‘We’ or ‘Our’ means The Tasting Ground Limited T/A Arden Forest Wellness and T/A TTG+Biomed, registered in England and Wales registration number: 15017604 and VAT registration number: 480450207.

‘You’ or ‘Your’ or ‘Yours’ is the entity that purchases from Us or uses Our Sites.

‘Sites’ are the websites <https://www.ardenforestwellness.co.uk> and <https://www.thetastingground.co.uk> and <https://www.thetastingground.com>.

‘Good(s)’ can be Services or physical products, either paid for or offered free of charge, passed on to You from Us.

‘Services’ can be treatments, consultations, ad-hoc advice, information or data etc.

‘Contract’ means any agreement between Us and You for the sale or purchase of the Goods incorporating these Terms.

'Delivery Date' is the target date upon which delivery of Goods is agreed in the Contract.

'Literature' means Our Sites, brochures, advertisements, price lists, quotations, acceptance of offers, invoices or other documents or information issued by Us in relation to the Goods.

'Order' means Your formal (or potentially informal in the case of Services) intention to accept and Our corresponding intention to provide Goods and forms the commencement of the formal Contract.

1. Basis of Sale

- 1.1. You represent that the information You provide when placing Your Order with Us is accurate and sufficient for Us to fulfil Your Order.
- 1.2. You represent that You have the legal capacity to enter into a Contract with Us.
- 1.3. No warranty, commitment or any other obligation should be assumed by You on Us other than is stated in these Terms.
- 1.4. Our employees or agents are not individually authorised to make any representations concerning the Contract unless confirmed by Us in writing.
- 1.5. No variation to these Terms shall be binding unless prior agreement has been made in writing between You and Us.
- 1.6. Our Literature are subject to alteration without notice and do not constitute offers for Us to sell the Goods to You.
- 1.7. The liability of Us to You for breaking any of these Terms is limited to the refund of any money already received by Us from You for Goods that You have not received or that have been returned by You to Us within the agreed timescales and in the required condition.
- 1.8. So long as is limited by law, We will not be liable for any other losses or damages, consequential or otherwise.
- 1.9. Any typographical, clerical or other accidental errors or omissions in Our Literature shall be subject to correction without any liability on Our part.
- 1.10. If We discover an error in the Contract, We will inform You as soon as possible and give You the option of reconfirming your Order with the correct details or cancelling it. If We are unable to contact You, We will treat the order as cancelled. If You cancel upon the discovery of an error in the Contract and You have already paid for but not received the Goods, You will receive a full refund from Us.
- 1.11. Where the Goods (and for the avoidance of doubt, services) are purchased in instalments (e.g. club memberships), each instalment shall be treated as a separate Contract in which both pricing and/or delivery may be subject to change. Claim against one instalment shall not be used as a claim against another.

2. Prices

- 2.1. All prices are inclusive of VAT where applicable.
- 2.2. Costs of any carriage are those applicable at the time, as stated at the point of Order.
- 2.3. Confirmation of the Order by You signifies acceptance of these charges.
- 2.4. We reserve the right to alter prices at any time.
- 2.5. If You are paying by Direct Debit or Standing Order or Continuous Authority credit/debit card for goods that are to be delivered in instalments, We will inform You by email with at least 30 days' notice of any price alterations. If you are paying by Standing Order, You will need to implement these alterations directly with Your bank. No services will be offered and/or no Goods will be shipped in cases of underpayment. None of Your money is held on account by Us for longer than 30 days. If money is refunded to You in a case of overpayment, the amount refunded will be the amount You paid to Us, less an administration fee of £5.

3. Delivery of Physical Goods

- 3.1. Delivery of any physical Goods shall be made by Us delivering the Goods to the place in the United Kingdom as specified by You. We do not deliver outside of the United Kingdom.
- 3.2. If You live in a region of the United Kingdom in which delivery charges are usually higher than normal, it is Your responsibility to contact Us in writing prior to ordering.
- 3.3. The Delivery Date and/or time is an approximation only. Time shall not be of the essence. The Goods

may be delivered by Us to You in advance of the Delivery Date without penalty.

3.4. If You fail or are unable to take the Goods upon delivery, We shall be entitled upon giving You written notice to arrange for the redelivery or storage of the Goods. The costs and risk in the redelivery or storage and insurance of the Goods, shall pass to You and delivery shall be deemed to have taken place.

4. Damage/Loss in Transit of Physical Goods.

4.1. We cannot accept liability for any loss resulting from Your failure to comply with Our or Our carrier's requirements with respect to notification of damage, shortage or non-delivery of Goods.

4.2. You need to inspect all Goods immediately upon receipt and any damage, shortages, or late delivery should be advised by You to both Us and Our carrier in writing within 5 days of receipt.

4.3. Any damaged Goods, Our original packaging and any carrier packaging must be retained for a reasonable time by You pending an outcome.

4.4. You should only send damaged Goods back to Us if this has been agreed in writing.

4.5. You should advise both Us and the carrier of non-delivery in writing within 5 days of the Delivery Date.

5. Returns of Physical Goods

5.1. We cannot accept returns without Our prior written consent.

5.2. Returned Goods must be sent carriage paid by You.

5.3. Please do not send Goods back to us until We have issued You with a Return Materials Authorisation Number (RMAN). You should return the Goods in their original packaging quoting the RMAN.

6. Payment

6.1 Payment for Goods can be made by either Continuous Authority credit/debit card, Direct Debit or Standing Order for Goods that are purchased in instalments or by credit/debit card for Goods that are purchased on a one-off basis. Payment by direct bank transfer can only be accepted upon written agreement with Us during which we will provide You with a one-off transaction reference which should be presented to Your bank as part of Your bank transfer instruction to Us. We cannot accept cash or cheque or any other payment mechanism other than previously stated here.

6.2. Where the physical Goods are to be delivered in instalments, We will not dispatch Your Goods, for delivery to You by the Delivery Date, until We have received cleared payment in full.

6.3. Where the physical Goods are purchased by credit or debit card, We will dispatch Your Goods, for delivery to You by the Delivery Date, upon receipt of authorisation from Our Merchant Service Provider.

6.4. Refunds will generally be made by the same means as the original method of payment.

6.5. For a credit/debit card payment, should payment not be subsequently received from Our Merchant Service Provider, We shall ask You for another method of payment. If we incur costs in collecting this payment You may held liable for these costs.

6.6. In any case of a late payment in which Goods (including services) have been dispatched (or delivered), We reserve the right to charge interest on any late payments in accordance with the Late Payment of Commercial Debts [Interest] Act 1998 as amended and supplemented by the Late Payment of Commercial Debts Regulations 2002 and to suspend further deliveries.

7. Risk and Title of Physical Goods

7.1. Risk and title shall pass to You when the Goods are delivered to You or collected by You or Your agent.

8. Retention of Title of Physical Goods

8.1. The Goods shall remain Our property until such time as payment in full has been received by Us and fully cleared. In the event of any default in payment, we reserve the right to reclaim the Goods concerned.

9. Warranty and Claims

9.1 We cannot offer warranty on the efficacy or the outcomes of any of the Goods (or services) We sell or offer. We are not claiming or implying that any of Our Goods, products or services can treat, prevent or cure any disease or medical condition.

9.2 Any information provided by Us to You either verbally or in writing or electronically is done so without guarantee or warranty, either expressed or implied, or liability for damages, consequential or otherwise and is given to You without guarantee or warranty as to its correctness, relevance or efficacy.

9.3. Any views, opinions, findings or conclusions presented in documents authored by others and provided for Your information in Our Literature are solely those of the author(s) of the document and do not necessarily represent those of Us.

9.4 None of Our therapies should be commenced without consulting a medical practitioner beforehand. Your medical practitioner should be kept up to date with Your use of Our therapies and all outcomes of their use. It is Your responsibility to tell Us of any contraindications You may have before You commence one of Our therapies and to keep Us informed of any issues that may arise.

9.5. Food supplements must not be used as a substitute for a balanced diet and healthy lifestyle. If you are breastfeeding, taking medications, or are under medical supervision, please consult your medical practitioner before use.

10. Our Sites

10.1. Our Sites and their contents are Our property and copyright.

10.2. Any links to external sites that we provide on our Sites are for Your information only and form no part of these Terms or any Contact. We take no responsibility for their content or Your use of their content.

10. Jurisdiction and Applicable Law

10.1. These Terms and any Contracts under these Terms are governed by English Law and the parties submit to the exclusive jurisdiction of the English Courts in any dispute which may arise concerning the Contract.

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