

# Returns Policy

You can withdraw the Order by telling us before the Contract is made, if you simply wish to change your mind and without giving us a reason, and without incurring any liability. This is a distance contract (as defined below) which has the cancellation rights (Cancellation Rights) set out below.

These Cancellation Rights, however, do not apply to a contract for the following goods (with no others) in the following circumstances: foodstuffs, beverages or other goods intended for current consumption in the household and which are supplied on frequent and regular rounds to your residence or workplace; goods that are made to your specifications or are clearly personalised; goods which are liable to deteriorate or expire rapidly. Also, the Cancellation Rights for a Contract cease to be available in the following circumstances: in the case of a contract for the supply of sealed goods which are not suitable for return due to health protection or hygiene reasons, if they become unsealed after delivery; in the case of any sales contract, if the goods become mixed inseparably (according to their nature) with other items after delivery.

Right to cancel Subject as stated in these Terms and Conditions, you can cancel this contract **within 14 days** without giving any reason. The cancellation period **will expire after 14 days** from the day on which you acquire, or a third party, other than the carrier indicated by you, acquires physical possession of the last of the Goods. In a contract for the supply of goods over time (ie subscriptions), the right to cancel will be **14 days after the first delivery**. To exercise the right to cancel, you must inform us of your decision to cancel this Contract by a **clear statement** setting out your decision (eg a letter sent by email).

In any event, you must be able to show clear evidence of when the cancellation was made. You can also electronically submit any other clear statement of the Customer's decision to cancel the Contract on our website [Contact Us | Earth, Sea & Skin Ltd \(earthseaskin.co.uk\)](https://earthseaskin.co.uk). If you use this option, we will communicate to you an acknowledgement of receipt of such a cancellation in a Durable Medium (eg by email) without delay.

To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired. Effects of cancellation in the cancellation period Except as set out below, if you cancel this Contract, we will reimburse to you all payments received from you.

Deduction for Goods supplied: 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 (ie handling the Goods beyond what is necessary to establish the nature, characteristics and functioning of the Goods: eg it goes beyond the sort of handling that might be reasonably allowed in a shop). This is because you are liable for that loss and, if that deduction is not made, you must pay us the amount of that loss.

Timing of reimbursement: If we have not offered to collect the Goods, we will make the reimbursement without undue delay, and not later than: **14 days after the day we receive back from you any Goods supplied, or (if earlier) 14 days after the day you provide evidence that you have sent back the Goods**. If we have offered to collect the Goods or if no Goods were supplied, we will make the reimbursement without undue delay, and not later than 14 days after the day on which we are informed about your decision to cancel this Contract. We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you

have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.

Returning Goods: If you have received Goods in connection with the Contract which you have cancelled, you must send back the Goods at **Blackwood Road, Lillyhall, Workington, Cumbria, North West England, CA14 4JW** without delay and in any event not later than 14 days from the day on which you communicate to us your cancellation of this Contract.

The deadline is met if you send back the Goods before the period of 14 days has expired. You agree that you will have to bear the cost of returning the Goods.

For the purposes of these Cancellation Rights, these words have the following meanings: **distance contract** means a contract concluded between a trader and a consumer under an organised distance sales or service-provision scheme without the simultaneous physical presence of the trader and the consumer, with the exclusive use of one or more means of distance communication up to and including the time at which the contract is concluded; **sales contract** means a contract under which a trader transfers or agrees to transfer the ownership of goods to a consumer and the consumer pays or agrees to pay the price, including any contract that has both goods and services as its object.