

## Standard Terms and Conditions

### Name and Laws

This site is created and controlled by Environmental Partnerships Ltd in England. As such, the laws of England will govern these disclaimers, terms and conditions, without giving effect to any principles of conflicting laws. **Sponsor Trees** is a brand, trademark and marketing arm of Environmental Partnerships Ltd. Environmental Partnerships Ltd owns this site and all its contents and may from here on be referred to as **Sponsor Trees**. For the avoidance of doubt the company to which this site refers is Environmental Partnerships Ltd and all payments incoming and outgoing will be made to and from Environmental Partnerships Ltd.

### Benefits of the Trees

Planting trees provides many direct and indirect benefits to the environment. Exact benefits and natural resources produced vary depending on locations, species and those chosen to be extracted, and many are included in the information provided on disc. Benefits include the release of oxygen, cattle fodder, products to trade with and helping heal degraded land.

However, it is assumed that the trees are planted for the purpose of absorbing carbon dioxide.

### Carbon Emissions

Individuals' emissions have been calculated from information provided by Department for Rural Affairs. They confirm that approximately 11tons of carbon dioxide are emitted by direct activities from each individual on average, per year. This figure does not include those from industry or indirect activities. Furthermore they are estimates only and may not accurately portray the emissions from any individual specifically. It is likely that some individuals may produce many times this amount.

Trees absorb carbon dioxide through photosynthesis and are currently our only means to do this. It is widely accepted that trees in tropical climates can absorb up to 3 times as much Co<sub>2</sub> as those in the UK. We have assumed that one tree absorbs 1ton of carbon dioxide over its lifetime. Our calculation derives from a grown tree absorbing approximately 24kg of Co<sub>2</sub> per year for 40yrs. In actual fact trees can live for 100yrs, and absorb more during the first 3-4 growth years. All of EPL's carbon offset calculations are based on these figures.

### Guarantees

We guarantee only to plant the number of trees sponsored. No guarantee can be given as to the ongoing survival of the trees. Best endeavours are undertaken to ensure success from the tree planting projects and it is therefore necessary to plant a range of tree species suitable to the local eco-system. Forest guards help protect trees in open areas and management training is provided

so natural resources are extracted sustainably. An extra 25% are planted based on an expected 80% survival rate for at least the first two years where after they become self-sustainable. Random checks are sufficient as survival is consistent. Independent audits can be carried out for specific business sponsorships, a few months after the heavy rain season. Otherwise trees may be counted in their nursery, or when fruit trees, as given out to families.

## **Growing in Nursery and Planting Season**

The trees should be grown in the nursery for about 6 months before they are strong enough to be planted in the ground. This needs to be during the two months of the heavy rain season which

Therefore the majority of preparation and planning is conducted 10 months earlier with resources sourced and ordered for delivery and commencement of a 9 month growing season. Most of the seeds are planted within the first 3 months and they are looked after and managed daily, please see more details on how trees are grown on the 'nursery' page on our website. Anywhere from 50-90% of the individual seeds can survive the nursery and this is higher when in individual wraps, mainly dependent upon the quality/storage of the seeds and quality of the management, and that is accounted for. We plant more than necessary at certain times during the year to accommodate for later sponsorships expected throughout the year. For larger numbers beyond the planting period, some may have to be grown during the following season.

## **Location**

It is our policy to plant trees in developing countries around the world. Some trees are planted in areas that need them such as river banks to reduce erosion and dry areas to encourage growth of other crops, but most trees are planted in open community land. A range of no less than 6 Indigenous tree species suitable to the local eco-system are planted in open areas to ensure eco-system balance, bio-diversity and self-sustainability.

Where a country of planting is specified in our Engagement Letter all reasonable efforts will be made to ensure planting takes place in the specified country subject to Force Majeure. Where it is not possible to plant in the specified country we will undertake our planting obligations in another similar country with another one of our partner organisations. Where this is the case we will inform you in writing.

## **Ownership**

The party who sponsors the trees to be planted does so for their own peace of mind and any moral, personal or other responsibilities they feel apparent to themselves and/or others. There is currently no official obligation for them to do so and they are free to choose to pay for as many or as little, if any, trees as they wish. For the avoidance of doubt, the certificated individual or company, or the individual or company who paid for the tree to be planted will not have any legal or other rights or obligations to the tree at any future date.

The trees are given to the people and planted in the community they were grown in, for the benefit of that community. It is the best way for them to be looked after and not used for any other purpose other than direct and indirect environmental benefits and sustainable natural resources.

## Provision of Information

General environmental awareness, education and information documentation can be provided to business customers, which can be kept on file or made available to employees. Further information can be provided at the end of the planting season, including specific numbers and types of trees, photos, locations etc.

## Data Protection and Privacy

We will not sell any information in relation to the sponsorship of trees to any business or organization. We will treat all information held by us as confidential and will not disclose it to any third party unless you instruct us to do so, we are compelled to disclose it by Law or required to do so for the purpose of promotion of our products or services. When payment is made via our website then credit or debit card details will be sent directly to the bank and not held on record by us or our hosting provider. Using Pay Pal is considered the safest option.

## Force Majeure

While every effort will be made to abide by our obligations as set out in these Terms and Conditions we shall not be liable for any failure to perform our obligations where such failure is as a result of Acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalisation, government sanction, blockage, embargo, labour dispute, strike, lockout or interruption or failure of electricity. Where such Force Majeure shall arise we will inform you in writing and notify of any alternate arrangements for completion of our obligations.

## Copyright

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reproduction, modification, distribution, transmission, republication, display or performance of the content on this site is strictly prohibited.

## Trademarks and Logo

The “**Sponsor Trees**” logo is a trademark of EPL and may not be used by any company or individual, in connection with any other product or service that is not that of EPL, in any manner that is likely to cause confusion among its customers, or in any manner disparages EPL.

The **Sponsor Trees** logo can be used only when and where it is specifically authorized in writing and for those specific purposes and time frames only. Any party claiming to be a partner, sponsor or purchaser of products or services of **EPL** must be so and must have a valid certificate to justify its claim.

## Accounts

You will be invoiced at such intervals set out in the Terms of Engagement Letter or such intervals as are otherwise agreed between us.

## Payment

Payment of our invoices is due upon delivery unless any other arrangements have been agreed in writing by us. If accounts are not paid within one month of delivery, we reserve the right to charge interest from that date at a rate equivalent to 4% above the Base rate from time to time of HSBC Bank plc.

## Communication via the Internet

Where appropriate, it is our practice to utilize internet and email links to send documents. Although this is an extremely effective means of communicating, we are unable to guarantee the security and confidentiality of material sent over the internet. We ask you to let us know if you do not want us to communicate with you in this way.

## Jurisdiction

The High Court of England and Wales shall have exclusive jurisdiction to hear any dispute that may arise between us. To this end, you and we irrevocable agree to submit to such jurisdiction.

## Amendment

We may by one month’s written notice to you modify these terms from time to time to reflect our current practice and/or changes to professional or regulatory requirements we are obliged to adhere to.

## Money Laundering

Both you and we are obliged to comply with legislation intended to combat money laundering. This legislation also imposes additional reporting obligations upon us if we suspect that money laundering may have been committed or be about to be committed by any party. Acceptance of your instructions is subject to this obligation and to this end, you and we irrevocably commit to abide by such legislation.

## Disclaimer

**Sponsor Trees** has taken reasonable care to ensure that information is accurate at the time it was added to this web site. The website is intended to provide information and guidance only. **Sponsor Trees** is not liable for any incorrect or misrepresented information on this web site.

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