



Jique Ltd Terms and Conditions

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Terms and Conditions of Sale

1. Introduction

- 1.1 These Terms and Conditions of Sale shall govern the sale and purchase of products through our website, via email or through Facebook.
- 1.2 By placing an order you are giving your express agreement to these terms and conditions.
- 1.3 This document does not affect any statutory rights you may have as a consumer (such as rights under the Sale of Goods Act 1979 or the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013).

2. Interpretation

- 2.1 In these terms and conditions:

(a) "we" means Jique Ltd; and

(b) "you" means our customer or prospective customer,

and "us", "our" and "your" should be construed accordingly.

3. Order process

- 3.1 The advertising of products on our website constitutes an "invitation to treat" rather than a contractual offer.
- 3.2 No contract will come into force between you and us unless and until we accept your order in accordance with the procedure set out in this Section 3.
- 3.3 To enter into a contract through our website to purchase products from us, the following steps must be taken: you must add the products you wish to purchase to your shopping cart, and then proceed to the checkout; you must select your preferred method of delivery, where applicable, and confirm your order; our payment service provider will handle your payment; once your payment has been confirmed, we will either send you an order confirmation (at which point your order will become a binding contract) or in the unlikely event that we cannot meet your order, we will confirm by email confirming this.
- 3.4 You will have the opportunity to identify and correct input errors prior to making your order by emailing us at orders@jique.co.uk within one hour of placing your order.

4. Products

- 4.1 The following types of products are or may be available on our website from time to time: scented candles, reed diffusers, other home fragrance products as these are added to our range.

- 4.2 We may periodically change the products available on our website, and we do not undertake to continue to supply any particular product or type of product.

5. Prices

- 5.1 Our prices are quoted on our website.
- 5.2 We will from time to time change the prices quoted on our website, but this will not affect contracts that have previously come into force.
- 5.3 In addition to the price of the products, you may have to pay a delivery charge, which will be notified to you before the contract of sale comes into force.

6. Payments

- 6.1 You must, during the checkout process, pay the prices of the products you order.
- 6.2 Payments may be made by any of the permitted methods specified on our website from time to time.
- 6.3 If you fail to pay to us any amount due under these terms and conditions in accordance with the provisions of these terms and conditions, then we may withhold the products ordered and/or by written notice to you at any time cancel the contract of sale for the products.
- 6.4 If you make an unjustified credit card, debit card or other charge-back then you will be liable to pay us, within 7 days following the date of our written request:
- (a) an amount equal to the amount of the charge-back;
 - (b) all third party expenses incurred by us in relation to the charge-back (including charges made by our or your bank or payment processor or card issuer);
 - (c) an administration fee of £25; and
 - (d) all our reasonable costs, losses and expenses incurred in recovering the amounts referred to in this Section 6.4 (including without limitation legal fees and debt collection fees),

and for the avoidance of doubt, if you fail to recognise or fail to remember the source of an entry on your card statement or other financial statement, and make a charge-back as a result, this will constitute an unjustified charge-back for the purposes of this Section 6.4.

7. Credit accounts

- 7.1 If we agree to open a business account for you, you will be able to pay in arrears, in accordance with the provisions of this Section 7.

- 7.2 If you hold an account, then upon or following the dispatch of products, we will send to you an invoice for payment of the price of those products, and you will pay such invoice within 30 days following the date of our invoice.

- 7.3 Business accounts will be subject to such credit limits as we may notify to you from time to time.

- 7.4 If you do not pay to us any amount properly due under or in connection with these terms and conditions in full and on time, we may:

- (a) charge you interest on the overdue amount at the rate of 8% per year above the UK base rate (which interest will accrue daily until the date of payment and be compounded at the end of each calendar month); or
- (b) claim interest and statutory compensation from you pursuant to the Late Payment of Commercial Debts (Interest) Act 1998,

without prejudice to our other legal rights or rights under these terms and conditions.

8. Deliveries

- 8.1 Our policies and procedures relating to the delivery of products are set out in this Section 8 and in our Delivery Policy.
- 8.2 We will arrange for the products you purchase to be delivered to the delivery address you specify during the checkout process.
- 8.3 We will use reasonable endeavours to deliver your products on or before the date for delivery set out in the order confirmation or, if no date is set out in the order confirmation, within 3-5 working days following the date of the order confirmation; however, we do not guarantee delivery by this date.
- 8.4 We will from time to time and by necessity have a longer delivery period. During these times we will state out increased estimated delivery times on our website and/or our Facebook Group.
- 8.5 We do guarantee that unless there are exceptional circumstances all deliveries of products will be dispatched within 10 days following the later of receipt of payment and the date of the order confirmation.
- 8.6 We will only deliver products to addresses on the UK mainland. For deliveries elsewhere, please contact us on deliveries@jique.co.uk.
- 8.7 Further information on deliveries can be found in our Deliveries Policy, Sections 25-32

9. Distance contracts: cancellation right

9.1 This Section 9 applies if and only if you offer to contract with us, or contract with us, as a consumer - that is, as an individual acting wholly or mainly outside your trade, business, craft or profession.

9.2 You may withdraw an offer to enter into a contract with us through our website or cancel a contract entered into with us through our website (without giving any reason for your withdrawal or cancellation) at any time within the period:

(a) beginning upon the submission of your offer; and

(b) ending at the end of 14 days after the day on which the products come into your physical possession or the physical possession of a person identified by you to take possession of them (or, if the contract is for delivery of multiple products, lots or pieces of something, 14 days after the day on which the last of those products, lots or pieces comes into your physical possession or the physical possession of a person identified by you to take possession of them).

9.3 In order to withdraw an offer to contract or cancel a contract on the basis described in this Section 9, you must inform us of your decision to withdraw or cancel (as the case may be). In the case of returns, you may inform us by emailing returns@jique.co.uk, stating your name, business name (where applicable), order number, items to return and reason for return. To meet the cancellation deadline, it is sufficient for you to send your communication concerning the exercise of the right to cancel before the cancellation period has expired.

9.4 If you cancel a contract on the basis described in this Section 9, you must send the products back to us (to the address provided to you after completion of the Returns Form) or hand them over to us or a person authorised by us to receive them. You must comply with your obligations referred to in this Section 9 without undue delay and in any event not later than 14 days after the day on which you inform us of your decision to cancel the contract. You must pay the direct cost of returning the products.

9.6 If the value of the products returned by you is diminished by any amount as a result of the handling of those products by you beyond what is necessary to establish the nature, characteristics and functioning of the products, we may recover that amount from you up to the contract price. We may recover that amount by deducting it from any refund due to you or require you to pay that amount direct to us. Handling which goes beyond the sort of handling that might reasonably be allowed in a shop will be "beyond what is necessary to establish the nature, characteristics and functioning of the products" for these purposes.

9.7 We will refund money using the same method used to make the payment, unless you have expressly agreed otherwise. In any case, you will not incur any fees as a result of the refund.

9.8 We will process a refund due to you as a result of a cancellation on the basis described in this Section 9 within the period of 14 days after the day on which we

receive the returned products. If we have not sent the products to you at the time of withdrawal or cancellation, we will process a refund due to you without undue delay and, in any case, within the period of 14 days after the day on which we are informed of the withdrawal or cancellation.

9.9 You will not have any right to cancel a contract as described in this Section 9 insofar as the contract relates to:

(a) the supply of non-prefabricated goods that are made on the basis of an individual choice of or decision by you, or goods that are clearly personalised; and

(b) the supply of sealed goods which are not suitable for return due to health protection or hygiene reasons, where such goods have been unsealed by you.

9.10 Further information on returns can be found in our Returns Policy, sections 33-38.

10. Risk and ownership

10.1 The products you purchase from us will be at your risk from the time of delivery.

10.2 Ownership of a product that you purchase from us will pass to you upon the later of:

(a) delivery of the product; and

(b) receipt by us in cleared funds of all amounts due in respect of the product (including delivery charges).

10.3 Until ownership of a product has passed to you, you will possess the product as our fiduciary agent and bailee.

10.4 If you are business customer, then until ownership of a product has passed to you:

(a) you must store the product separately from other goods; and

(b) you must ensure that the product is clearly identifiable as belonging to us.

11. Warranties and representations

11.1 You warrant and represent to us that:

(a) you are legally capable of entering into binding contracts;

(b) you have full authority, power and capacity to agree to these terms and conditions;

(c) all the information that you provide to us in connection with your order is true, accurate, complete and non-misleading; and

(d) you will be able to take delivery of the products in accordance with these terms and conditions and our Delivery Policy.

11.2 We warrant to you that:

(a) we have the right to sell the products that you buy;

(b) the products we sell to you are sold free from any charge or encumbrance, except as specified in these terms and conditions;

(c) you shall enjoy quiet possession of the products you buy, except as specified in these terms and conditions;

(d) the products you buy will correspond to any description published on our website; and

(e) the products you buy will be of satisfactory quality.

11.3 All of our warranties and representations relating to the supply of products are set out in these terms and conditions. To the maximum extent permitted by applicable law and subject to Section 13.1, all other warranties and representations are expressly excluded.

12. Breach of product warranty

12.1 If you believe that products you have purchased from us breach any of the warranties set out in Section 11.2, please contact us to discuss the issue and arrangements for the return of the products.

12.2 If products you purchase from us do not conform with the warranties set out in Section 11.2, then you will be entitled to a refund of all amounts paid in respect of those products. Alternatively and subject to availability, we may agree to supply you with replacement products, in which case we will pay the cost of delivering those replacement products to you. In either case we will reimburse you for your reasonable expenses incurred in returning the products to us.

12.3 If you return a product in contravention of these terms and conditions, and you do not have any other legal right to a refund or exchange in respect of that product:

(a) we will not refund the purchase price or exchange the product;

(b) we may retain the returned product until you pay to us such additional amount as we may charge for re-delivery of the returned product; and

(c) if we do not receive payment of such additional amount within 14 days of issuing a request for payment, we may destroy or otherwise dispose of the returned product in our sole discretion without any liability to you.

13. Limitations and exclusions of liability

13.1 Nothing in these terms and conditions will:

(a) limit or exclude any liability for death or personal injury resulting from negligence;

(b) limit or exclude any liability for fraud or fraudulent misrepresentation;

(c) limit any liabilities in any way that is not permitted under applicable law; or

(d) exclude any liabilities that may not be excluded under applicable law,

and, if you are a consumer, your statutory rights will not be excluded or limited by these terms and conditions, except to the extent permitted by law.

13.2 The limitations and exclusions of liability set out in this Section 13 and elsewhere in these terms and conditions:

- (a) are subject to Section 13.1; and
- (b) govern all liabilities arising under these terms and conditions or relating to the subject matter of these terms and conditions, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty.

13.3 We will not be liable to you in respect of any losses arising out of any event or events beyond our reasonable control.

13.4 We will not be liable to you in respect of any business losses, including (without limitation) loss of or damage to profits, income, revenue, use, production, anticipated savings, business, contracts, commercial opportunities or goodwill.

13.5 We will not be liable to you in respect of any loss or corruption of any data, database or software.

13.6 We will not be liable to you in respect of any special, indirect or consequential loss or damage.

13.7 You accept that we have an interest in limiting the personal liability of our officers and employees and, having regard to that interest, you acknowledge that we are a limited liability entity; you agree that you will not bring any claim personally against our officers or employees in respect of any losses you suffer in connection with the website or these terms and conditions (this will not, of course, limit or exclude the liability of the limited liability entity itself for the acts and omissions of our officers and employees).

13.8 Our aggregate liability to you in respect of any contract to purchase products from us under these terms and conditions shall not exceed the total amount paid and payable to us under the contract.

14. Order cancellation

14.1 We may cancel a contract under these terms and conditions immediately, by giving you written notice of termination, if:

- (a) you fail to pay, on time and in full, any amount due to us under the contract; or
- (b) you commit any breach of the terms of the contract.

14.2 If you are a business customer, we may cancel a contract under these terms and conditions by written notice to you if:

- (a) you cease to trade;
- (b) you become insolvent or unable to pay your debts within the meaning of the insolvency legislation applicable to you;
- (c) a person (including the holder of a charge or other security interest) is appointed to manage or take control of the whole or part of your business or assets, or notice of an intention to appoint such a person is given or documents relating to such an appointment are filed with any court;

(d) the ability of your creditors to take any action to enforce their debts is suspended, restricted or prevented, or some or all of your creditors accept, by agreement or pursuant to a court order, an amount of less than the sums owing to them in satisfaction of those sums; or

(e) any process is instituted which could lead to you being dissolved and your assets being distributed to your creditors, shareholders or other contributors.

14.3 We may cancel a contract under these terms and conditions by written notice to you if we are prevented from fulfilling that contract by any event beyond our reasonable control, including without limitation any unavailability of raw materials, components or products, or any power failure, industrial dispute affecting any third party, governmental regulations, fire, flood, disaster, riot, terrorist attack or war.

15. Consequences of order cancellation

15.1 If a contract under these terms and conditions is cancelled in accordance with Section 14:

- (a) we will cease to have any obligation to deliver products which are undelivered at the date of cancellation;
- (b) you will continue to have an obligation where applicable to pay for products which have been delivered at the date of cancellation (without prejudice to any right we may have to recover the products); and
- (c) all the other provisions of these terms and conditions will cease to have effect, except that Sections 1.3, 6.4, 7.2, 7.4, 10, 13, 18, 19, 20, 21, 22 and 23 will survive termination and continue in effect indefinitely.

16. Scope

16.1 These terms and conditions shall not constitute or effect any assignment or licence of any intellectual property rights.

16.2 These terms and conditions shall not govern the licensing of works (including software and literary works) comprised or stored in products.

16.3 These terms and conditions shall not govern the provision of any services by us or any third party in relation to the products (other than delivery services).

17. Variation

17.1 We may revise these terms and conditions from time to time by publishing a new version on our website.

17.2 A revision of these terms and conditions will apply to contracts entered into at any time following the time of the revision, but will not affect contracts made before the time of the revision.

18. Assignment

18.1 You hereby agree that we may assign, transfer, sub-contract or otherwise deal with our rights and/or obligations under these terms and conditions – providing, if you are

a consumer, that such action does not serve to reduce the guarantees benefiting you under these terms and conditions.

18.2 You may not without our prior written consent assign, transfer, sub-contract or otherwise deal with any of your rights and/or obligations under these terms and conditions.

19. No waivers

19.1 No breach of any provision of a contract under these terms and conditions will be waived except with the express written consent of the party not in breach.

19.2 No waiver of any breach of any provision of a contract under these terms and conditions shall be construed as a further or continuing waiver of any breach of that provision or any other provision of that contract.

20. Severability

20.1 If a provision of a contract under these terms and conditions is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect.

20.2 If any unlawful and/or unenforceable provision of a contract under these terms and conditions would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

21. Third party rights

21.1 A contract under these terms and conditions is for our benefit and your benefit, and is not intended to benefit or be enforceable by any third party.

21.2 The exercise of the parties' rights under a contract under these terms and conditions is not subject to the consent of any third party.

22. Entire agreement

22.1 Subject to Section 13.1, these terms and conditions, together with our Delivery Policy and our Returns Policy, shall constitute the entire agreement between you and us in relation to the sale and purchase of our products and shall supersede all previous agreements between you and us in relation to the sale and purchase of our products.

23. Law and jurisdiction

23.1 A contract under these terms and conditions shall be governed by and construed in accordance with English law.

23.2 Any disputes relating to a contract under these terms and conditions shall be subject to the exclusive jurisdiction of the courts of England.

24. Statutory and regulatory disclosures

24.1 We will not file a copy of these terms and conditions specifically in relation to each user or customer and, if we update these terms and conditions, the version to which you originally agreed will no longer be available on our website. We recommend that you consider saving a copy of these terms and conditions for future reference.



24.2 These terms and conditions are available in the English language only.

Delivery Policy

25. Introduction

25.1 This policy contains details of the delivery methods, periods and charges that apply to orders for our products made through our website or by telephone or email.

25.2 This policy does not create legally enforceable rights and obligations; it merely indicates our usual practice in relation to the delivery of products.

26. Delivery methods and periods

26.1 The methods that we use to deliver our products, and the time periods within which delivery is usually completed, are as follows:

(a) if your delivery address is on the United Kingdom mainland, you will be able to select Standard Delivery and the typical period for delivery of products by this method is 3-5 working days.

26.2 If you place your order before 5pm on a working day, these time periods run from the close of business on that day; if you place your order after 5pm on a working day, or on a non-working day, these time periods run from the close of business on the next following working day.

26.3 The delivery periods set out in this Section 26 are indicative only, and whilst we will make every effort to ensure that you receive your delivery in good time, we do not guarantee delivery before the end of the stated period.

27. Delivery charges

27.1 Delivery charges will be automatically applied to your order during the checkout process.

27.2 Our delivery charges are currently fixed at £2.95 per delivery for all items delivered within the UK and for all orders below £50. For orders of £50 and above, there is currently no delivery charge.

27.3 Applicable delivery charges may in the future depend upon the delivery method you select (where applicable), the location of the delivery address, and the size and weight of the products in your order.

27.4 For delivery outside of the UK mainland, please contact us.

28. Free delivery

28.1 We offer free standard delivery to all mainland UK addresses on all orders over £50.

28.2 All other orders will be subject to delivery charges as detailed in Section 27.

29. Geographical limitations

29.1 We will usually be able to deliver to the following countries and territories: England, Scotland, Wales and Northern Ireland.

29.2 We may from time to time agree to delivery products to other countries and territories.

30. Receipt and signature

30.1 All deliveries must be received in person at the delivery address. A signature may be required.

30.2 Our delivery service provider may notify you in advance of attempting to make a delivery requiring signature.

31. Collection

31.1 If your products cannot be delivered the delivery service provider will leave a card at your address, with instructions on how you may collect your products, including a time limit for collection.

32. Delivery problems

32.1 If you experience any problems with a delivery, please contact us at deliveries@jique.co.uk.

32.2 If our delivery service provider is unable to deliver your products, and such failure is your fault, we may agree to arrange for re-delivery of the products; however, we reserve the right to charge you for the actual costs of re-delivery (even where the initial delivery was free of charge).

32.3 An indicative list of the situations where a failure to deliver will be your fault is set out below:

(a) you provided the wrong address for delivery;

(b) there is a mistake in the address for delivery that was provided;

(c) the address for delivery is not reasonably accessible;

(d) the address for delivery cannot safely be accessed;

(e) if in-person receipt is not required, there is no easy and secure means of leaving the products at the address for delivery and there is no person available to accept delivery; or

(f) if in-person receipt is required, there is no person available at the address for delivery to accept delivery and provide a signature.

Returns Policy

33. Introduction

33.1 We understand that from time to time you may wish to return a product to us.

33.2 We have created this policy to enable you to return products to us in appropriate circumstances.

33.3 This policy shall apply to all of our customers, irrespective of their geographical location.

33.4 This policy shall apply to all orders submitted through our website, via email or through Facebook, with the exception of those excluded under section 36 of this policy.

33.5 This document does not affect any statutory rights you may have as a consumer (such as rights under the Sale of Goods Act 1979 or the Consumer Contracts (Information,

Cancellation and Additional Charges) Regulations 2013).

34. Returns

34.1 If you have no other legal right to return a product and receive a refund or exchange, then you will nonetheless be entitled to return a product to us and receive a refund in accordance with this policy if:

(a) we receive your returns form within 14 days from the day after you receive all goods in the order;

(b) we receive your returned product within 14 days of receiving your returns form;

(c) the returned product is unused, in its original unopened packaging (with any seal or shrink-wrap intact), with any labels still attached, and otherwise in a condition enabling us to sell the product as new;

(d) you comply with the procedure set out in this policy in relation to the return of the product; and

(e) none of the exclusions set out in this policy apply.

35. Returns procedure

35.1 In order to take advantage of your rights under this policy, you may inform us by emailing returns@jique.co.uk, stating your name, business name (where applicable), order number, items to return and reason for return.

35.2 Products returned under this policy must be sent by Signed For delivery to the address provided to you by email, once we have received your cancellation email

35.3 You will be responsible for paying postage costs associated with returns under this policy.

36. Exclusions

36.1 The following kinds of products may not be returned under this policy:

(a) any product made to your specification;

(b) any product made to order;

(c) any product personalised or adapted for you; or

(d) gift vouchers.

36.2 Business to business (B2B) orders, which will be dealt with on a discretionary basis.

37. Refunds

37.1 We will give you a refund for the price you paid to us in respect of any product properly returned by you in accordance with this policy.

37.2 We may refund to you the original delivery charges relating to the returned product.

37.3 We will not refund to you any costs you incur in returning the product to us.

37.4 We will usually refund any money received from you using the same method originally used by you to pay for your purchase.



37.5 We will process the refund due to you as soon as possible and, in any event, within 14 days following the day we receive your returned product.

38. Improper returns

38.1 If you return a product in contravention of this policy, and you do not have any other legal right to a refund or exchange in respect of that product:

- (a) we will not refund the purchase price or exchange the product;
- (b) we may retain the returned product until you pay to us such additional amount as we may charge for re-delivery of the returned product; and
- (c) if we do not receive payment of such additional amount within 14 days of issuing a request for payment, we may destroy or otherwise dispose of the returned product in our sole discretion without any liability to you.

Website Terms of Use

39. Introduction

39.1 These terms and conditions govern your use of our website.

39.2 By using our website, you accept these terms and conditions in full; accordingly, if you disagree with these terms and conditions or any part of these terms and conditions, you must not use our website.

39.4 Our website uses cookies; by using our website you consent to our use of cookies in accordance with the terms of our Privacy and Cookies Policy.

40. Copyright notice

40.1 Copyright (c) 2015 Jique Ltd.

40.2 Subject to the express provisions of these terms and conditions:

- (a) we own and control all the copyright and other intellectual property rights in our website and the material on our website; and
- (b) all the copyright and other intellectual property rights in our website and the material on our website are reserved.

41. Licence to use website

41.1 You may:

- (a) view pages from our website in a web browser;
- (b) download pages from our website for caching in a web browser;
- (c) print pages from our website; and
- (d) use our website services by means of a web browser,

subject to the other provisions of these terms and conditions.

41.2 Except as expressly permitted by Section 41.1 or the other provisions of these terms and conditions, you must not download any material from our website or save any such material to your computer.

41.3 You may only use our website for your own personal and business purposes, and you must not use our website for any other purposes.

41.4 Except as expressly permitted by these terms and conditions, you must not edit or otherwise modify any material on our website.

41.5 Unless you own or control the relevant rights in the material, you must not:

- (a) republish material from our website (including republication on another website);
- (b) sell, rent or sub-license material from our website;
- (c) show any material from our website in public;
- (d) exploit material from our website for a commercial purpose; or
- (e) redistribute material from our website.

41.6 Notwithstanding Section 41.5, you may redistribute our newsletter in print and electronic form to any person.

41.7 We reserve the right to restrict access to areas of our website, or indeed our whole website, at our discretion; you must not circumvent or bypass, or attempt to circumvent or bypass, any access restriction measures on our website.

42. Acceptable use

42.1 You must not:

- (a) use our website in any way or take any action that causes, or may cause, damage to the website or impairment of the performance, availability or accessibility of the website;
- (b) use our website in any way that is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity;
- (c) use our website to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software;
- (d) conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to our website without our express written consent;
- (e) access or otherwise interact with our website using any robot, spider or other automated means; or
- (f) use data collected from our website for any direct marketing activity (including without limitation email marketing, SMS marketing, telemarketing and direct mailing).

42.2 You must not use data collected from our website to contact individuals, companies or other persons or entities.

42.3 You must ensure that all the information you supply to us through our website, or in relation to our website, is true, accurate, current, complete and non-misleading.

43. Products

43.1 The advertising of products on our website constitutes an "invitation to treat" rather than a contractual offer.

43.2 We may periodically change the products available on our website, and we do not undertake to continue to supply any particular product or type of product.

43.3 The sale and purchase of products through our website will be subject to terms and conditions of sale, as per sections 1-24 of this document.

43.4 Any product reviews that you submit for publication on our website shall be subject to the terms of Section 44 and Section 45.

44. Your content: licence

44.1 In these terms and conditions, "your content" means all works and materials (including without limitation text, graphics, images, audio material, video material, audio-visual material, scripts, software and files) that you submit to us or our website for storage or publication on, processing by, or transmission via, our website.

44.2 You grant to us a worldwide, irrevocable, non-exclusive, royalty-free licence to use, reproduce, store, adapt, publish, translate and distribute your content in any existing or future media / reproduce, store and publish your content on and in relation to this website and any successor website / reproduce, store and publish your content on and in relation to this website.

44.3 You grant to us the right to bring an action for infringement of the rights licensed under Section 44.2.

44.4 You hereby waive all your moral rights in your content to the maximum extent permitted by applicable law; and you warrant and represent that all other moral rights in your content have been waived to the maximum extent permitted by applicable law.

44.5 Without prejudice to our other rights under these terms and conditions, if you breach any provision of these terms and conditions in any way, or if we reasonably suspect that you have breached these terms and conditions in any way, we may delete, unpublish or edit any or all of your content.

45. Your content: rules

45.1 You warrant and represent that your content will comply with these terms and conditions.

45.2 Your content must not be illegal or unlawful, must not infringe any person's legal rights, and must not be capable of giving rise to legal action against any person (in each case in any jurisdiction and under any applicable law).

45.3 Your content, and the use of your content by us in accordance with these terms and conditions, must not:

- (a) be libellous or maliciously false;
- (b) be obscene or indecent;
- (c) infringe any copyright, moral right, database right, trade mark right, design right, right in passing off, or other intellectual property right;
- (d) infringe any right of confidence, right of privacy or right under data protection legislation;
- (e) constitute negligent advice or contain any negligent statement;
- (f) constitute an incitement to commit a crime, instructions for the commission of a crime or the promotion of criminal activity;
- (g) be in contempt of any court, or in breach of any court order;
- (h) be in breach of racial or religious hatred or discrimination legislation;
- (i) be blasphemous;
- (j) be in breach of official secrets legislation;
- (k) be in breach of any contractual obligation owed to any person;
- (l) depict violence, in an explicit, graphic or gratuitous manner;
- (m) be pornographic, lewd, suggestive or sexually explicit;
- (n) be untrue, false, inaccurate or misleading;
- (o) consist of or contain any instructions, advice or other information which may be acted upon and could, if acted upon, cause illness, injury or death, or any other loss or damage;
- (p) constitute spam;
- (q) be offensive, deceptive, fraudulent, threatening, abusive, harassing, anti-social, menacing, hateful, discriminatory or inflammatory; or
- (r) cause annoyance, inconvenience or needless anxiety to any person.

46. Report abuse

46.1 If you learn of any unlawful material or activity on our website, or any material or activity that breaches these terms and conditions, please let us know.

46.2 You can let us know by email at info@jique.co.uk.

47. Limited warranties

47.1 We do not warrant or represent:

- (a) the completeness or accuracy of the information published on our website;
- (b) that the material on the website is up to date; or

(c) that the website or any service on the website will remain available.

47.2 We reserve the right to discontinue or alter any or all of our website services, and to stop publishing our website, at any time in our sole discretion without notice or explanation; and save to the extent that these terms and conditions expressly provide otherwise, you will not be entitled to any compensation or other payment upon the discontinuance or alteration of any website services, or if we stop publishing the website.

47.3 To the maximum extent permitted by applicable law and subject to Section 48.1, we exclude all representations and warranties relating to the subject matter of these terms and conditions, our website and the use of our website.

48. Limitations and exclusions of liability

48.1 Nothing in these terms and conditions will:

- (a) limit or exclude any liability for death or personal injury resulting from negligence;
- (b) limit or exclude any liability for fraud or fraudulent misrepresentation;
- (c) limit any liabilities in any way that is not permitted under applicable law; or
- (d) exclude any liabilities that may not be excluded under applicable law.

48.2 The limitations and exclusions of liability set out in this Section 48 and elsewhere in these terms and conditions:

- (a) are subject to Section 48.1; and
- (b) govern all liabilities arising under these terms and conditions or relating to the subject matter of these terms and conditions, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty.

48.3 To the extent that our website and the information and services on our website are provided free of charge, we will not be liable for any loss or damage of any nature.

48.4 We will not be liable to you in respect of any losses arising out of any event or events beyond our reasonable control.

48.5 We will not be liable to you in respect of any business losses, including (without limitation) loss of or damage to profits, income, revenue, use, production, anticipated savings, business, contracts, commercial opportunities or goodwill.

48.6 We will not be liable to you in respect of any loss or corruption of any data, database or software.

48.7 We will not be liable to you in respect of any special, indirect or consequential loss or damage.

48.8 You accept that we have an interest in limiting the personal liability of our officers and employees and, having regard to that interest, you acknowledge that we are a limited liability entity; you agree that you will not bring any claim personally against our officers or employees in respect of any losses you suffer in connection with the

website or these terms and conditions (this will not, of course, limit or exclude the liability of the limited liability entity itself for the acts and omissions of our officers and employees).

49. Breaches of these terms and conditions

49.1 Without prejudice to our other rights under these terms and conditions, if you breach these terms and conditions in any way, or if we reasonably suspect that you have breached these terms and conditions in any way, we may:

- (a) send you one or more formal warnings;
- (b) temporarily suspend your access to our website;
- (c) permanently prohibit you from accessing our website;
- (d) block computers using your IP address from accessing our website;
- (e) contact any or all your internet service providers and request that they block your access to our website;
- (f) commence legal action against you, whether for breach of contract or otherwise; and/or
- (g) suspend or delete your account on our website.

49.2 Where we suspend or prohibit or block your access to our website or a part of our website, you must not take any action to circumvent such suspension or prohibition or blocking (including without limitation creating and/or using a different account).

50. Third party websites

50.1 Our website includes hyperlinks to other websites owned and operated by third parties; such hyperlinks are not recommendations.

50.2 We have no control over third party websites and their contents, and subject to Section 48.1 we accept no responsibility for them or for any loss or damage that may arise from your use of them.

51. Variation

51.1 We may revise these terms and conditions from time to time.

51.2 The revised terms and conditions will apply to the use of our website from the date of their publication on the website, and you hereby waive any right you may otherwise have to be notified of, or to consent to, revisions of the terms and conditions.

52. Assignment

52.1 You hereby agree that we may assign, transfer, sub-contract or otherwise deal with our rights and/or obligations under these terms and conditions.

52.2 You may not without our prior written consent assign, transfer, sub-contract or otherwise deal with any of your rights and/or obligations under these terms and conditions.

53. Severability



53.1 If a provision of these terms and conditions is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect.

53.2 If any unlawful and/or unenforceable provision of these terms and conditions would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

54. Third party rights

54.1 These terms and conditions are for our benefit and your benefit, and are not intended to benefit or be enforceable by any third party.

54.2 The exercise of the parties' rights under these terms and conditions is not subject to the consent of any third party.

55. Entire agreement

55.1 Subject to Section 48.1, these terms and conditions constitute the entire agreement between you and us in relation to your use of our website and supersede all previous agreements between you and us in relation to your use of our website.

56. Law and jurisdiction

56.1 These terms and conditions shall be governed by and construed in accordance with English law.

56.2 Any disputes relating to these terms and conditions shall be subject to the exclusive jurisdiction of the courts of England.

Privacy and Cookies Policy

57. Introduction

57.1 We are committed to safeguarding the privacy of our website visitors; this policy sets out how we will treat your personal information.

57.2 By using our website and agreeing to this policy, you consent to our use of cookies in accordance with the terms of this policy.

58. Collecting personal information

58.1 We may collect, store and use the following kinds of personal information:

(a) information about your computer and about your visits to and use of this website (including your geographical location, browser type and version, operating system, referral source, length of visit, page views and website navigation paths);

(b) information that you provide to us for the purpose of subscribing to our email notifications and/or newsletters (including your name and email address);

(c) information relating to any purchases you make of our goods (including your name, delivery address, payment address, telephone numbers and email address);

(d) information that you post to our website or about Jique Ltd for publication on the

internet (including your user name, profile pictures and reviews);

(e) information contained in or relating to any communications that you send to us; and

(f) any other personal information that you choose to send to us.

58.2 Before you disclose to us the personal information of another person, you must obtain that person's consent to both the disclosure and the processing of that personal information in accordance with the terms of this policy.

59. Using your personal information

59.1 Personal information submitted to us through our website will be used for the purposes specified in this policy or on the relevant pages of the website.

59.2 We may use your personal information to:

(a) administer our website and business;

(b) personalise our website for you;

(c) enable your use of the services available on our website;

(d) send you goods purchased through our website;

(e) send statements, invoices and payment reminders to you, and collect payments from you;

(f) send you non-marketing commercial communications, such as delivery information;

(g) send you email notifications that you have specifically requested;

(h) send you our email newsletter, if you have requested it (you can inform us at any time if you no longer require the newsletter);

(i) send you marketing communications relating to our business which we think may be of interest to you, by post or, where you have specifically agreed to this, by email or similar technology (you can inform us at any time if you no longer require marketing communications);

(j) provide third parties with statistical information about our users (but those third parties will not be able to identify any individual user from that information);

(k) deal with enquiries and complaints made by or about you relating to our website;

(l) keep our website secure and prevent fraud; and

(m) verify compliance with the terms and conditions governing the use of our website.

59.3 If you submit personal information for publication on our website, we will publish and otherwise use that information in accordance with the licence you grant to us.

59.4 We will not, without your express consent, supply your personal information to any

third party for the purpose of their or any other third party's direct marketing.

59.5 All our website financial transactions are handled through our payment services provider, Create Payments, and through PayPal. We will share information with our payment services providers only to the extent necessary for the purposes of processing payments you make via our website, refunding such payments and dealing with complaints and queries relating to such payments and refunds.

60. Disclosing personal information

60.1 We may disclose your personal information to any of our employees, officers, insurers, professional advisers, agents, suppliers or subcontractors insofar as reasonably necessary for the purposes set out in this policy.

60.2 We may disclose your personal information:

(a) to the extent that we are required to do so by law;

(b) in connection with any ongoing or prospective legal proceedings;

(c) in order to establish, exercise or defend our legal rights (including providing information to others for the purposes of fraud prevention and reducing credit risk);

(d) to the purchaser (or prospective purchaser) of any business or asset that we are (or are contemplating) selling; and

(e) to any person who we reasonably believe may apply to a court or other competent authority for disclosure of that personal information where, in our reasonable opinion, such court or authority would be reasonably likely to order disclosure of that personal information.

60.3 Except as provided in this policy, we will not provide your personal information to third parties.

61. International data transfers

61.1 Information that we collect may be stored and processed in and transferred between any of the countries in which we operate in order to enable us to use the information in accordance with this policy. You expressly agree to this transfer of personal information.

62. Retaining personal information

62.1 This Section 62 sets out our data retention policies and procedure, which are designed to help ensure that we comply with our legal obligations in relation to the retention and deletion of personal information.

62.2 Personal information that we process for any purpose or purposes shall not be kept for longer than is necessary for that purpose or those purposes.

62.3 Without prejudice to Section 62.2, we will usually delete personal data within two years.

62.4 Notwithstanding the other provisions of this Section 62, we will retain documents

(including electronic documents) containing personal data:

- (a) to the extent that we are required to do so by law;
- (b) if we believe that the documents may be relevant to any ongoing or prospective legal proceedings; and
- (c) in order to establish, exercise or defend our legal rights (including providing information to others for the purposes of fraud prevention and reducing credit risk).

63. Security of your personal information

- 63.1 We will take reasonable technical and organisational precautions to prevent the loss, misuse or alteration of your personal information.
- 63.2 We will store all the personal information you provide on our secure servers.
- 63.3 All electronic financial transactions entered into through our website will be protected by encryption technology.
- 63.4 You acknowledge that the transmission of information over the internet is inherently insecure, and we cannot guarantee the security of data sent over the internet.
- 63.5 You are responsible for keeping the password you use for accessing our website confidential; we will not ask you for your password (except when you log in to our website).

64. Amendments

- 64.1 We may update this policy from time to time by publishing a new version on our website.
- 64.2 You should check this page occasionally to ensure you are happy with any changes to this policy.

65. Your rights

- 65.1 You may instruct us to provide you with any personal information we hold about you; provision of such information will be subject to:
 - (a) the payment of a fee (currently fixed at £25); and
 - (b) the supply of appropriate evidence of your identity (for this purpose, we will usually accept a photocopy of your passport certified by a solicitor or bank plus an original copy of a utility bill showing your current address).
- 65.2 We may withhold personal information that you request to the extent permitted by law.
- 65.3 You may instruct us at any time not to process your personal information for marketing purposes.
- 65.4 In practice, you will usually either expressly agree in advance to our use of your personal information for marketing purposes, or we will provide you with an opportunity to opt out of the use of your personal information for marketing purposes.

66. Third party websites

- 66.1 Our website includes hyperlinks to, and details of, third party websites.
- 66.2 We have no control over, and are not responsible for, the privacy policies and practices of third parties.

67. Updating information

- 67.1 Please let us know if the personal information that we hold about you needs to be corrected or updated.

68. About cookies

- 68.1 A cookie is a file containing an identifier (a string of letters and numbers) that is sent by a web server to a web browser and is stored by the browser. The identifier is then sent back to the server each time the browser requests a page from the server.
- 68.2 Cookies may be either "persistent" cookies or "session" cookies: a persistent cookie will be stored by a web browser and will remain valid until its set expiry date, unless deleted by the user before the expiry date; a session cookie, on the other hand, will expire at the end of the user session, when the web browser is closed.
- 68.3 Cookies do not typically contain any information that personally identifies a user, but personal information that we store about you may be linked to the information stored in and obtained from cookies.
- 68.4 Cookies can be used by web servers to identify and track users as they navigate different pages on a website and identify users returning to a website.

69. Our cookies

- 69.1 We may use both session and persistent cookies on our website.
- 69.2 We may use cookies on our website to enable the use of a shopping cart on the website, improve the website's usability, analyse the use of the website, administer the website, recognise a computer when a user visits the website, track users as they navigate the website, and/or prevent fraud and improve the security of the website.

70. Analytics cookies

- 70.1 We use Google Analytics to analyse the use of our website.
- 70.2 Our analytics service provider generates statistical and other information about website use by means of cookies.
- 70.3 The information generated relating to our website is used to create reports about the use of our website.
- 70.4 Our analytics service provider's privacy policy is available at: <http://www.google.com/policies/privacy>.

71. Blocking cookies

- 71.1 Most browsers allow you to refuse to accept cookies; for example:
 - (a) in Internet Explorer (version 10) you can block cookies using the cookie handling override settings available by clicking "Tools", "Internet Options", "Privacy" and then "Advanced";

(b) in Firefox (version 24) you can block all cookies by clicking "Tools", "Options", "Privacy", selecting "Use custom settings for history" from the drop-down menu, and unticking "Accept cookies from sites"; and

(c) in Chrome (version 29), you can block all cookies by accessing the "Customise and control" menu, and clicking "Settings", "Show advanced settings" and "Content settings", and then selecting "Block sites from setting any data" under the "Cookies" heading.

71.2 Blocking all cookies will have a negative impact upon the usability of many websites.

71.3 If you block cookies, you will not be able to use all the features on our website, including the shopping cart.

72. Deleting cookies

72.1 You can delete cookies already stored on your computer; for example:

(a) in Internet Explorer (version 10), you must manually delete cookie files (you can find instructions for doing so at <http://support.microsoft.com/kb/278835>);

(b) in Firefox (version 24), you can delete cookies by clicking "Tools", "Options" and "Privacy", then selecting "Use custom settings for history", clicking "Show Cookies", and then clicking "Remove All Cookies"; and

(c) in Chrome (version 29), you can delete all cookies by accessing the "Customise and control" menu, and clicking "Settings", "Show advanced settings" and "Clear browsing data", and then selecting "Delete cookies and other site and plug-in data" before clicking "Clear browsing data".

72.2 Deleting cookies will have a negative impact on the usability of many websites.

Anti-Spam and Linking Policy

73. Introduction

73.1 In the context of electronic messaging, "spam" means unsolicited, bulk or indiscriminate messages, typically sent for a commercial purpose.

73.2 We have a zero-tolerance spam policy.

74. Spam filtering

74.1 Our messaging systems automatically scan all incoming email and other messages and filter out messages that appear to be spam.

74.2 We may also report incoming email as spam. This can result in IP addresses and domain names being blacklisted.

75. Spam filtering issues

75.1 No message filtering system is 100% accurate, and from time to time legitimate messages will be filtered out by our systems.

75.2 If you believe that a legitimate message you have sent has been filtered out by our



systems, please advise the message recipient by another means.

75.3 You can reduce the risk of a message being caught by the spam filters by:

- (a) sending the message in plain text (instead of, or in addition to, HTML);
- (b) removing any message attachments;
- (c) avoiding the terminology and text styling typically used by spammers; and/or
- (d) ensuring that your messages are scanned for malware before dispatch.

76. Receipt of unwanted messages from us

76.1 In the unlikely event that you receive any message from us or sent using our systems that may be considered to be spam, please contact us using the details below and the matter will be investigated.

77. Linking Policy

77.1 We welcome links to this website made in accordance with the terms of this linking policy. By using this website you agree to be bound by the terms and conditions of this linking policy.

77.2 Links to this website:

- (a) Links pointing to this website should not be misleading;
- (b) Appropriate link text should be always be used;
- (c) You must not use our logo to link to this website (or otherwise) without our express written permission;
- (d) You must not link to this website using any inline linking or black hat technique; and
- (e) You must not frame the content of this website or use any similar technology in relation to the content of this website.

77.3 This website includes links to other websites owned and operated by third parties. These links are not endorsements or recommendations. We have no control over the contents of third party websites, and Jique Ltd accepts no responsibility for them or for any loss or damage that may arise from your use of them.

77.4 You agree that, should we request the deletion of a link to our website that is within your control, you will delete the link promptly. If you would like us to remove a link to your website that is included on this website, please contact us using the contact details below.

General Information

78. Variation

78.1 We may amend these policies at any time by publishing a new version on our website.

79. Our details

79.1 This website is owned and operated by Jique Ltd.

79.2 Jique Ltd is registered in England and Wales under registration number 9711453.

79.3 Our registered address is 73-75 High Street, Stevenage, Hertfordshire, SG1 3HR

79.4 You can contact us by writing to the business address given above, by using our website contact form, by email to contact@jique.co.uk or by telephone on 01462372040.

80. Credit

80.1 Thanks go to SEQ Legal for their assistance in creating these Terms and Conditions. www.seqlegal.com.