



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, through social media or by any other means.

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,
- (c) "website" refers to our company website www.jique.co.uk, as well as any social media pages that we own, including but not limited to those on Facebook and Instagram.

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

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, wax melts, other fragranced products, stationery, and any other products as we constantly grow and change our dynamic 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.

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 We do not currently offer credit accounts.

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 our 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 within the EU mainland. If you do not see your delivery country as an option at checkout, please contact us on josie@jique.co.uk.

8.7 Further information on deliveries can be found in our Deliveries Policy, Sections 25-32

9. Consumer 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 This Section 9 does not apply to the purchase of personalised or bespoke products.

9.3 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, 14 days after the day on which the last of those products comes into your physical possession or the physical possession of a person identified by you to take possession of them).

9.4 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 josie@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.

9.5 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 by email, once we have received your cancellation email) 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 Any goods that are returned to us must be received by us unused, unopened and in the same condition as they were originally dispatched from us. We will not accept for exchange or refund any item which has been used or is not in the exact condition in which it was dispatched by us.

9.7 We will refund money using the same method used to make the payment, unless we 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;

(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;

(c) the supply of goods that could easily be tampered with prior to return, therefore altering the nature of the goods, unbeknownst to us.

9.10 Products must not be returned to our registered office address, only to the address provided by us upon confirmation of your returns email.

9.11 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 may 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 We will not be liable to you in respect of any loss or damage caused by misuse of our products or by failing to read any instructions or safety information.

13.8 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).

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 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. In this case an alternative or full refund will be offered.

15. Consequences of order cancellation

15.1 If a contract under these terms and conditions is cancelled in accordance with Section 14.1:

(a) we will cease to have any obligation to deliver products which are undelivered at the date of cancellation; and

(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).

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 and 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 currently start at £2.95 per delivery for deliveries up to 1kg delivered within the UK and rise in weight accordingly.

27.3 Applicable delivery charges may 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. This is applied automatically at the checkout.

28.2 We reserve the right to remove our free delivery option at any time.

28.3 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 are occasionally able to offer delivery to other countries and territories within the mainland EU. If you do not see your delivery country as an option at the checkout, please contact us on josie@jique.co.uk.

29.2 We do not currently deliver products to other countries and territories outside of the EU.

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 may 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 josie@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, any messaging apps, 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 email 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 email;

(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 josie@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 tracked delivery to the address provided to you by email, once we have received your cancellation email. Please do not send returns to the business registered address detailed in this document or on the CLP labels.

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 order or to your specification;

(b) gift vouchers; or

(c) any product that could be tampered with.

36.2 Business to business (B2B) orders 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.

39.3 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) 2018 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;
- (d) use our website services by means of a web browser; and
- (e) share our website on social media

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 josie@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 and service users; this policy sets out how we will treat your personal information.

57.2 This policy applies where we are acting as a data controller with respect to the personal data of our website visitors and service users; in other words, where we determine the purposes and means of the processing of that personal data.

57.3 Our website uses cookies. By using our website, you consent to our use of cookies in accordance with the terms of this policy.

58. How we use your personal data

58.1 In this Section 58 we have set out:

- (a) the general categories of personal data that we may process;
- (b) the purposes for which we may process personal data; and
- (c) the legal bases of the processing.

58.2 We may process data about your use of our website and services ("usage data"). The usage data may include your IP address, geographical location, browser type and version, operating system, referral source, length of visit, page views and website navigation paths, as well as information about the timing, frequency and pattern of your service use. The source of the usage data is our analytics tracking system. This usage data may be processed for the purposes of analysing the use of the website and services. The legal basis for this processing is our legitimate interests,

namely monitoring and improving our website and services.

58.3 We may process your account data ("account data"). The account data may include your name and email address. The source of the account data is our website. The account data may be processed for the purposes of operating our website, providing our services, ensuring the security of our website and services, maintaining back-ups of our databases and communicating with you. The legal basis for this processing is our legitimate interests, namely the proper administration of our website and business.

58.4 We may process your personal data that are provided in the course of the use of our services ("service data"). The service data may include your name, address, telephone number and email address. The source of the service data is our website. The service data may be processed for the purposes of providing our goods and services, maintaining back-ups of our databases and communicating with you. The legal basis for this processing is our legitimate interests, namely the proper administration of our website and business.

58.5 We may process information that you post for publication on our website or through our services ("publication data"). The publication data may be processed for the purposes of enabling such publication and administering our website and services. The legal basis for this processing is our legitimate interests, namely the proper administration of our website and business.

58.6 We may process information contained in any enquiry you submit to us regarding goods and/or services ("enquiry data"). The enquiry data may be processed for the purposes of offering, marketing and selling relevant goods and/or services to you. The legal basis for this processing is our legitimate interests, namely the proper administration of our website and business.

58.7 We may process information relating to transactions, including purchases of goods and services, that you enter into with us and/or through our website ("transaction data"). The transaction data may include your contact details and the transaction amount. The transaction data may be processed for the purpose of supplying the purchased goods and services and keeping proper records of those transactions. The legal basis for this processing is our legitimate interests, namely the proper administration of our website and business.

58.8 We may process information that you provide to us for the purpose of subscribing to our email notifications and/or newsletters ("notification data"). The notification data may be processed for the purposes of sending you the relevant notifications and/or newsletters. The legal basis for this processing is consent.

58.9 We may process information contained in or relating to any communication that you send to us ("correspondence data"). The correspondence data may include the communication content and metadata associated with the communication. Our website will generate the metadata associated with communications made using

the website contact forms. The correspondence data may be processed for the purposes of communicating with you and record-keeping. The legal basis for this processing is our legitimate interests, namely the proper administration of our website and business and communications with users.

58.10 We may process any of your personal data identified in this policy where necessary for the establishment, exercise or defence of legal claims, whether in court proceedings or in an administrative or out-of-court procedure. The legal basis for this processing is our legitimate interests, namely the protection and assertion of our legal rights, your legal rights and the legal rights of others.

58.11 We may process any of your personal data identified in this policy where necessary for the purposes of obtaining or maintaining insurance coverage, managing risks, or obtaining professional advice. The legal basis for this processing is our legitimate interests, namely the proper protection of our business against risks.

58.12 In addition to the specific purposes for which we may process your personal data set out in this Section 2, we may also process any of your personal data where such processing is necessary for compliance with a legal obligation to which we are subject, or in order to protect your vital interests or the vital interests of another natural person.

58.13 Please do not supply any other person's personal data to us, unless we prompt you to do so.

59. Providing your personal data to others

59.1 We may disclose your personal data to any member of our group of companies (Jique Ltd) insofar as reasonably necessary for the purposes, and on the legal bases, set out in this policy.

59.2 We may disclose your personal data to our insurers and/or professional advisers insofar as reasonably necessary for the purposes of obtaining or maintaining insurance coverage, managing risks, obtaining professional advice, or the establishment, exercise or defence of legal claims, whether in court proceedings or in an administrative or out-of-court procedure.

59.3 We may disclose your name, address, telephone number and email address to our suppliers or subcontractors, including but not limited to: Royal Mail, My Hermes and Parcel 2 Go insofar as reasonably necessary for delivery of your items.

59.4 We may disclose your email address to our suppliers or subcontractors, including but not limited to: Mail Chimp insofar as reasonably necessary for delivery of marking emails, if you have opted to receive these.

59.5 Financial transactions relating to our website and services are handled by our payment services providers, PayPal and Stripe. We will share transaction data with our payment services providers only to the extent necessary for the purposes of processing



your payments, refunding such payments and dealing with complaints and queries relating to such payments and refunds. You can find information about the payment services providers' privacy policies and practices on their websites.

- 59.6 We will not disclose any of your data to any third parties for marketing purposes.
- 59.7 In addition to the specific disclosures of personal data set out in this Section 59, we may disclose your personal data where such disclosure is necessary for compliance with a legal obligation to which we are subject, or in order to protect your vital interests or the vital interests of another natural person. We may also disclose your personal data where such disclosure is necessary for the establishment, exercise or defence of legal claims, whether in court proceedings or in an administrative or out-of-court procedure.

60. International transfers of your personal data

- 60.1 In this Section 60, we provide information about the circumstances in which your personal data may be transferred to countries outside the European Economic Area (EEA).
- 60.2 You acknowledge that personal data that you submit for publication through our website or services may be available, via the internet, around the world. We cannot prevent the use (or misuse) of such personal data by others.
- 60.3 Aside from the situations set out in section 60.2, we will not transfer your personal data to countries outside the European Economic Area (EEA).

61. Retaining and deleting personal data

- 61.1 This Section 61 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 data.
- 61.2 Personal data that we process for any purpose or purposes shall not be kept for longer than is necessary for that purpose or those purposes.
- 61.3 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;
 - (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); or
 - (d) in order to protect your vital interests or the vital interests of another natural person.

62. Security of personal data

- 62.1 We will take appropriate technical and organisational precautions to secure your personal data and to prevent the loss, misuse or alteration of your personal data.
- 62.2 We will store all your personal data on personal computers and mobile devices.
- 62.3 All electronic financial transactions entered into through our website will be protected by encryption technology.
- 62.4 You acknowledge that the transmission of unencrypted (or inadequately encrypted) data over the internet is inherently insecure, and we cannot guarantee the security of data sent over the internet.
- 62.5 You should ensure that your password is not susceptible to being guessed, whether by a person or a computer program. You are responsible for keeping the password you use for accessing our website confidential and we will not ask you for your password (except when you log in to our website).

63. Amendments

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

64. Your rights

- 64.1 In this Section 9, we have summarised the rights that you have under data protection law. Some of the rights are complex, and not all of the details have been included in our summaries. Accordingly, you should read the relevant laws and guidance from the regulatory authorities for a full explanation of these rights.
- 64.2 Your principal rights under data protection law are:
- (a) the right to access;
 - (b) the right to rectification;
 - (c) the right to erasure;
 - (d) the right to restrict processing;
 - (e) the right to object to processing;
 - (f) the right to data portability;
 - (g) the right to complain to a supervisory authority; and
 - (h) the right to withdraw consent.
- 64.3 You have the right to confirmation as to whether or not we process your personal data and, where we do, access to the personal data, together with certain additional information. That additional information includes details of the purposes of the processing, the categories of personal data concerned and the recipients of the personal data. Providing the rights and freedoms of others are not affected, we will supply to you a copy of your personal data. The first copy will be provided free of charge, but additional copies may be subject to a reasonable fee. You can request [our

personal data by emailing josie@jique.co.uk.

- 64.4 You have the right to have any inaccurate personal data about you rectified and, taking into account the purposes of the processing, to have any incomplete personal data about you completed.
- 64.5 In some circumstances you have the right to the erasure of your personal data without undue delay. Those circumstances include: the personal data are no longer necessary in relation to the purposes for which they were collected or otherwise processed; you withdraw consent to consent-based processing; you object to the processing under certain rules of applicable data protection law; the processing is for direct marketing purposes; and the personal data have been unlawfully processed. However, there are exclusions of the right to erasure. The general exclusions include where processing is necessary: for exercising the right of freedom of expression and information; for compliance with a legal obligation; or for the establishment, exercise or defence of legal claims.
- 64.6 In some circumstances you have the right to restrict the processing of your personal data. Those circumstances are: you contest the accuracy of the personal data; processing is unlawful but you oppose erasure; we no longer need the personal data for the purposes of our processing, but you require personal data for the establishment, exercise or defence of legal claims; and you have objected to processing, pending the verification of that objection. Where processing has been restricted on this basis, we may continue to store your personal data. However, we will only otherwise process it: with your consent; for the establishment, exercise or defence of legal claims; for the protection of the rights of another natural or legal person; or for reasons of important public interest.
- 64.7 You have the right to object to our processing of your personal data on grounds relating to your particular situation, but only to the extent that the legal basis for the processing is that the processing is necessary for: the performance of a task carried out in the public interest or in the exercise of any official authority vested in us; or the purposes of the legitimate interests pursued by us or by a third party. If you make such an objection, we will cease to process the personal information unless we can demonstrate compelling legitimate grounds for the processing which override your interests, rights and freedoms, or the processing is for the establishment, exercise or defence of legal claims.
- 64.8 You have the right to object to our processing of your personal data for direct marketing purposes (including profiling for direct marketing purposes). If you make such an objection, we will cease to process your personal data for this purpose.
- 64.9 To the extent that the legal basis for our processing of your personal data is that the processing is necessary for the performance of a contract to which you are party or in order to take steps at your request prior to



entering into a contract. You have the right to receive your personal data from us in a structured, commonly used and machine-readable format. However, this right does not apply where it would adversely affect the rights and freedoms of others.

64.10 If you consider that our processing of your personal information infringes data protection laws, you have a legal right to lodge a complaint with a supervisory authority responsible for data protection. You may do so in the EU member state of your habitual residence, your place of work or the place of the alleged infringement.

64.11 To the extent that the legal basis for our processing of your personal information is consent, you have the right to withdraw that consent at any time. Withdrawal will not affect the lawfulness of processing before the withdrawal.

64.12 You may exercise any of your rights in relation to your personal data by written notice to us.

65. Third party websites

65.1 Our website may include hyperlinks to, and details of, third party websites.

65.2 We have no control over, and are not responsible for, the privacy policies and practices of third parties.

66. Personal data of children

66.1 Our website and services are targeted at persons over the age of 18.

66.2 If we have reason to believe that we hold personal data of a person under that age in our databases, we will delete that personal data.

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. Cookies that we use

69.1 We may use both session and persistent cookies on our website.

69.2 We may use cookies for some or all of the following purposes:

(a) authentication - we may use cookies to identify you when you visit our website and as you navigate our website;

(b) status - we may use cookies to help us to determine if you are logged into our website;

(c) shopping cart - we may use cookies to maintain the state of your shopping cart as you navigate our website;

(d) personalisation - we may use cookies to store information about your preferences and to personalise our website;

(e) security - we may use cookies as an element of the security measures used to protect user accounts, including preventing fraudulent use of login credentials, and to protect our website and services generally;

(f) advertising - we may use cookies to help us to display advertisements that will be relevant to you; and

(g) analysis - we may use cookies to help us to analyse the use and performance of our website and services.

70. Cookies used by our service providers

70.1 Our service providers use cookies and those cookies may be stored on your computer when you visit our website.

70.2 We use Google Analytics and Create to analyse the use of our website. They gather information about website use by means of cookies. The information gathered relating to our website is used to create reports about the use of our website. Google's privacy policy is available at: <https://www.google.com/policies/privacy/>.

71. Managing cookies

71.1 Most browsers allow you to refuse to accept cookies and to delete cookies. The methods for doing so vary from browser to browser, and from version to version. You can however obtain up-to-date information about blocking and deleting cookies via these links:

(a) <https://support.google.com/chrome/answer/95647?hl=en> (Chrome);

(b) <https://support.mozilla.org/en-US/kb/enable-and-disable-cookies-website-preferences> (Firefox);

(c) <http://www.opera.com/help/tutorials/security/cookies/> (Opera);

(d) <https://support.microsoft.com/en-gb/help/17442/windows-internet-explorer-delete-manage-cookies> (Internet Explorer);

(e) <https://support.apple.com/kb/PH21411> (Safari); and

(f) <https://privacy.microsoft.com/en-us/windows-10-microsoft-edge-and-privacy> (Edge).

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. Cookie preferences

72.1 You can manage your preferences relating to the use of cookies on our website via your web browser.

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 on josie@jique.co.uk 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.

79.4 Our registered address is Jique Ltd, Eastway Enterprise Centre, 7 Paynes Park, Hitchin, SG5 1EH.

79.5 You can contact us by writing to the business address given above, by using our website contact form, by email to josie@jique.co.uk or by telephone on 01462372040. We prefer to be contacted by email wherever possible.

80. Credit

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