

TERMS AND CONDITIONS

These terms and conditions (the “Terms and Conditions”) govern the use of www.timefortranquillity.me.uk (the “Site”). This Site is owned and operated by Gemma John. This site is an ecommerce website.

By using this Site, you indicate that you have read and understand these Terms and Conditions and agree to abide by them at all times.

Intellectual Property

All content published and made available on our Site is the property of Gemma John and the Site’s creators. This includes, but is not limited to images, text, logos, documents, downloadable files and anything that contributes to the composition of our Site.

Except as explicitly provided herein, nothing in these Terms and Conditions shall be deemed to create a license in or under any such Intellectual Property Rights, and you agree not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit or create derivative works thereof.

You recognize and agree that by uploading any content (including, but not limited to designs, images, animations, videos, audio files, fonts, logos, illustrations, compositions, artworks, interfaces, text and literary works) through any means to our Site, you confirm that you own all the relevant rights or received the appropriate license to upload/transfer/send the content. You agree and consent that the uploaded/transferred content may be publicly displayed on our Site.

Acceptable Use

In order to purchase from our Site and/or receive our services, you must be at least 18 years of age, or have the consent of a legal guardian over the age of 18.

As a user of our Site, you agree to use our Site legally, not to use our Site for illegal purposes, and not to:

- Violate the intellectual property rights of the Site owners or any third party to the Site;
- Hack into the account of another user of the Site;
- Act in any way that could be considered fraudulent; or
- Post any material that may be deemed inappropriate or offensive.

If we believe you are using our Site illegally or in a manner that violates these Terms and Conditions, we reserve the right to limit, suspend or terminate your access to our Site. We also reserve the right to take any legal steps necessary to prevent you from accessing our Site.

Accounts

When you create an account on our Site, you agree to the following:

1. You are solely responsible for your account and the security and privacy of your account, including passwords or sensitive information attached to that account; and
2. All personal information you provide to us through your account is up to date, accurate and truthful and that you will update your personal information if it changes.

We reserve the right to suspend or terminate your account if you are using our Site illegally or if you violate these Terms and Conditions.

You may discontinue use and request to cancel your account at any time.

Promotional Emails and Content

By signing up to our mailing list, you agree to receive from time to time, promotional messages and materials from us. If you do not wish to receive such promotional materials, you can unsubscribe at any time.

Sale of Goods And Services

These Terms and Conditions govern the sale of goods and services available on our Site.

The following goods are available on our Site:

- Bath products, including but not limited to bath bombs, soaps, shower steamers, exfoliating scrunchies and soap bags;
- Holistic products, including but not limited to crystal tumbled stones and raw crystals, incense sticks and cones, incense burners and ash catchers, pendulums and smudge kits; and
- Jewellery.

We are under a legal duty to supply goods that match the description of the good(s) you order on our Site.

The following services are available on our Site:

- Holistic therapies, including Crystal Therapy, Emotional Freedom Techniques and Reiki.

The treatment duration times stated are intended only as a guide. Treatment sessions may last slightly longer or shorter than the times stated.

A deposit will be paid when the services are ordered and the remaining balance will be paid no later than 48 hours before the services shall be provided.

These Terms and Conditions apply to all the goods and services that are displayed on our Site at the time you access it. This includes all products listed as being out of stock. All information, descriptions, or images that we provide about our goods and services are as accurate as possible. However, we are not legally bound by such

information, descriptions, or images as we cannot guarantee the accuracy of all goods and services we provide. You agree to purchase goods and services from our Site at your own risk.

The prices we charge for our goods and services are listed on the website. We reserve the right to change our prices for products displayed at any time, and to correct pricing errors that may inadvertently occur.

We may, without prior notice, change the goods and/or services; stop providing the goods and/or services or any features of the goods and/or services we offer; or create limits for the good and/or services. We may permanently or temporarily terminate or suspend access to the goods and/or services without notice and liability for any reason, or for no reason.

When buying an item, you agree that:

1. You are responsible for reading the full item listing before making a commitment to buy it: and
2. You enter into a legally binding contract to purchase an item when you commit to buy an item and you complete the check-out payment process.

We reserve the right to modify, reject or cancel your order whenever it becomes necessary. If we cancel your order and have already processed your payment, we will give you a refund equal to the amount you paid. You agree that it is your responsibility to monitor your payment instrument to verify receipt of any refund.

Third Party Goods and Services

Our Site may offer goods and services from third parties. We cannot guarantee the quality or accuracy of goods and services made available by third parties on our Site.

Payments

We accept the following payment methods on our Site:

- Credit Card;
- Debit Card; and
- PayPal.

When you provide us with your payment information, you authorise our use of and access to the payment instrument you have chosen to use. By providing us with your payment information, you authorise us to charge the amount due to this payment instrument.

If we believe your payment has violated any law or these Terms and Conditions, we reserve the right to cancel or reverse your transaction.

Shipping and Delivery

When you purchase goods from our Site, the goods will be delivered through one of the following methods;

- Standard delivery by post;

- Local drop off delivery to Ynysybwl and Coed-y-Cwm; or
- Buyer may collect by prior arrangement.

Delivery will take place as soon as reasonably practicable, depending on the delivery method selected. Delivery times may vary due to unforeseen circumstances. Please note that delivery times do not include weekends and bank holidays.

You will be required to pay packaging and delivery charges, as appropriate, in addition to the price for the goods you purchase.

You are required to provide us with a complete and accurate delivery address, including the name of the recipient. We are not liable for the delivery of your goods to the wrong address or wrong person as a result of you providing us with inaccurate or incomplete information.

Right to Cancel and Receive Reimbursement

If you are a customer living in the United Kingdom or the European Union you have the right to cancel your contract to purchase goods and services from us within 14 days without giving notice. The cancellation period:

- Will end 14 days from the date of purchase when you purchased a service;
- Will end 14 days from when you receive, or someone you nominate receives, the goods when you purchased good(s) in one order that are all delivered together;
- Will end 14 days from when you receive, or someone you nominate receives, the last good when you purchased goods in one order that are delivered separately; or
- Will end 14 days from when you receive, or someone you nominate receives, the first good when you purchased goods that will be regularly delivered during a defined period of time.

To exercise your right to cancel, you must inform us of your decision to cancel within the cancellation period. To cancel, contact us by email at contact@timefortranquillity.me.uk.

The right to cancel does not apply to:

- Custom or personalised goods;
- Goods that will deteriorate or expire rapidly;
- Services that have already been received.

Effects of Cancellation

If you cancel your contract with us and goods have already been sent to you, then you must return the goods to us as soon as possible after informing us of your decision to cancel. You will be responsible for the cost of returning the goods. We will not be responsible for any damage or loss to the goods that occurs before they are returned to us, including while the goods are in transit.

If you cancel your contract with us, we will reimburse to you all payments we received from you under the contract, including the costs of delivery, except for any supplementary delivery charges resulting from your choice of a delivery type other

than the least expensive type of standard delivery that we offer. Please note that we are permitted by law to reduce your reimbursement to reflect any reduction in the value of the goods that was caused by handling other than what is necessary to establish the nature, characteristics, and functioning of the goods.

We will provide the reimbursement without undue delay and no later than the earlier of 14 days after we receive back from you any goods supplied or 14 days after you provide proof that you have returned the goods. If no goods were supplied, then we will provide the reimbursement no later than 14 days after the day we were informed of your decision to cancel.

If you requested the performance of services begin during the cancellation period, you are required to pay us an amount which is in proportion to what has been performed until you have communicated to us your decision to cancel this contract. We will reimburse to you any amount you have paid above this proportionate payment.

We will make the reimbursement using the same form of payment as you used for the initial purchase. You will not incur any fees because of the reimbursement.

This right to cancel and to reimbursement is not affected by any return or refund policy we may have.

Refunds

Refunds for Goods

Refund requests must be made within 14 days after receipt of your goods.

Refunds apply to the following goods:

- Goods arrive damaged/broken.

Refunds do not apply to the following goods:

- Cosmetic items (including bath bombs, soaps and shower steamers) and bath products that have been opened and removed from their original packaging;
- Goods that have been opened and used.

Refunds for Services

We provide refunds for services sold on our Site as follows:

- The services will be fully refunded if the services are cancelled at least 72 hours before the services were scheduled to be provided.
- Services cancelled with 48-72 hours' notice will receive a 50% refund.
- Services cancelled with less than 48 hours' notice will not be refunded, but it may be possible to reschedule your appointment. No refund will be provided for rescheduled appointments that are subsequently cancelled.

Returns

To start a return, contact us by email at contact@timefortranquillity.me.uk. Returns can be made by mail, or in person if delivered locally within Ynysybwl and Coed-y-Cwm. Items sent back to us without first requesting a return will not be accepted.

To return a good in person, a mutually agreeable timeslot will be arranged.

To arrange a return by mail, you will need to pack your goods along with proof of purchase and send them via your nearest post office and pay the necessary postage. Returns should be sent to the following address:

Time for Tranquillity, 3A Clive Terrace, Ynysybwl, Pontypridd, Mid Glamorgan, CF37 3LD

Consumer Protection Law

Where the *Sales of Goods Act 1979*, the *Consumer Rights Act 2015*, or any other consumer protection legislation in your jurisdiction applies and cannot be excluded, these Terms and Conditions will not limit your legal rights and remedies under that legislation. These Terms and Conditions will be read subject to the mandatory provisions of that legislation. If there is a conflict between these Terms and Conditions and that legislation, the mandatory provisions of the legislation will apply.

Limitation of Liability

Gemma John and our affiliates will not be liable for any actions, claims, losses, damages, liabilities and expenses including legal fees from your use of the Site.

Indemnity

Except where prohibited by law, by using this Site you indemnify and hold harmless Gemma John and our affiliates from any actions, claims, losses, damages, liabilities and expenses including legal fees arising out of your use of our Site or your violation of these Terms and Conditions.

Applicable Law

These Terms and Conditions are governed by the laws of the United Kingdom.

Severability

If at any time any of the provisions set forth in these Terms and Conditions are found to be inconsistent or invalid under applicable laws, those provisions will be deemed void and will be removed from these Terms and Conditions. All other provisions will not be affected by the removal and the rest of these Terms and Conditions will still be considered valid.

Changes

These Terms and Conditions may be amended from time to time in order to maintain compliance with the law and to reflect any changes to the way we operate our Site and the way we expect users to behave on our Site. We will notify users by email of changes to these Terms and Conditions or post a notice on our Site.

Contact Details

Please contact us by email at contact@timefortranquillity.me.uk if you have any questions or concerns.

You can also contact us through the contact form available on our Site.