

## Sacred Elephant Terms and Conditions

The Terms and Conditions of Sacred Elephant are as follows on this document, together with the documents referred to on it. They tell you the terms on which we supply any of the products listed on our website [www.sacredelephantincense.com](http://www.sacredelephantincense.com) to you (the customer). Please read them carefully before ordering any of our products. If you do not accept these terms, please do not use this website.

By accessing this website and/or ordering any of our products from our site you are accepting and agreeing to be bound by these terms, and to comply with all applicable laws and regulations. We recommend you print a copy of these terms for future reference.

This information is supplied in English only. These Terms and Conditions do not in any way affect your statutory rights.

### **1. Information About Us:**

[www.sacredelephantincense.com](http://www.sacredelephantincense.com) is operated by Sacred Elephant, 35 Llwyn Passat, Penarth Marina, Penarth, Vale of Glamorgan, CF64 1SE. We are registered in England & Wales as sole traders under the trademarked name Sacred Elephant.

Our business hours are 10am to 5pm Monday to Friday, excluding bank or public holidays in England. We can be contacted outside these hours via email at [hello@sacredelephantincense.com](mailto:hello@sacredelephantincense.com) and we will aim to respond to you the following working day.

### **2. Privacy Policy:**

Please see our Privacy Policy in order to understand our practices, and how we safeguard any data that you provide us when you place an order and/or register an account with us.

### **3. Cookies:**

A cookie is a small text file that is saved to and during subsequent visits, retrieved from, your computer or mobile device. Please see our Cookie Policy to see how we use cookies on our website.

### **4. Definitions:**

'We', 'Our', 'Us' – Sacred Elephant

'Customer' and/or 'You', 'Your' – the individual(s) or company using this website (including any person(s) accessing the website using your personal information and/or shopping account)

'Recipient' – the person who receives the purchase bought through [www.sacredelephantincense.com](http://www.sacredelephantincense.com).

'Website' or 'Site' – the website located at [www.sacredelephantincense.com](http://www.sacredelephantincense.com)

'Agreement' or 'Contract' – the Terms and Conditions as specified on this document and all documents referred to on it, including any amendments made.

'Terms' – the Terms and Conditions.

'Product(s)' – an item(s) displayed for sale on our website [www.sacredelephantincense.com](http://www.sacredelephantincense.com).

## **5. Intellectual Property Rights:**

All materials on this website (including, but not limited to, the logo(s), design, layout, look, appearance, graphics and textual content) are protected by copyright and intellectual property laws and are the property of Sacred Elephant and our licensors. They are made available for your personal, non-commercial use only. No content or materials may be reproduced, copied, used, sold or duplicated either online or offline without the written permission of Sacred Elephant.

You may (if necessary to make a purchase) access and download the materials located on [www.sacredelephantincense.com](http://www.sacredelephantincense.com) onto one hard drive only for personal, non-commercial use only, subject to the restrictions below:

You must not:

- 1) republish any material from this website;
- 2) sell, rent or otherwise sub-license any material from the website;
- 3) show any material from the website in public;
- 4) reproduce, duplicate, copy, mimic or otherwise exploit any material on our website for a commercial, or any other, purpose;
- 5) edit or otherwise modify the digital copy of any materials you have downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text; or
- 6) e-distribute any material from this website.

In addition:

- 1) Our status (and that of any identified contributors) as the authors of material on our site must always be acknowledged.

Any other use of the material and content of the website is strictly prohibited without the written permission of Sacred Elephant.

## **6. Use of the Website:**

You are provided with access to this website in accordance with these terms and any orders placed by you must be placed in accordance with these terms. You warrant that all information you provide to us as a customer is correct and complete in all respects. You must notify us of any changes to the information you have provided as soon as possible either by e-mailing us at [hello@sacredelephantincense.com](mailto:hello@sacredelephantincense.com) or by calling us on 02921 157152 between 10am and 5pm Monday to Friday (excluding bank or public holidays).

By placing an order through our website, you are confirming that you are legally capable of entering into a legally binding contract and that you are over 18 years of age.

You may not alter, impair or interfere in any way with our website. If you default negligently in any obligations set out in these Terms and Conditions you shall be liable for all losses and damages that this may cause to Sacred Elephant, our affiliates, partners or licensors.

## **7. Indemnity:**

You agree to indemnify us fully, and to defend and hold us and our directors, employees, agents and suppliers harmless from and against all claims, liability, damages, losses, costs and expenses, including reasonable legal fees, arising out of any breach of these terms by you or your use of this website, or the use by any other person accessing the website using your shopping account and/or your personal information.

You acknowledge and agree that if your use of material on this website results in the need for servicing, repair or correction of equipment, software or data, you will assume all costs thereof.

## **8. Our Rights:**

We reserve the right to withdraw or amend, temporarily or permanently, this website (or any part thereof) without notice to you.

We reserve the right to change these Terms and Conditions at any time, and it is your responsibility to check these regularly before entering into any agreement.

By continuing to use this website, you are (a) confirming that you have accepted any such changes and (b) you are agreeing that we shall not be liable to you or any third party for any modification to or withdrawal of the website.

We reserve the right to discontinue any product at any time.

## **9. Health & Safety:**

Products are not for human consumption. Keep away from flammable materials and sources of heat. Never leave burning incense unattended and always burn within sight. Place in an appropriate holder and ensure ash falls on a stable, fire-proof surface. Do not touch or move incense when burning or hot. Ensure area is well ventilated but keep away from direct drafts.

Health and safety warnings as well as instructions for use are printed on the packaging. You agree by purchasing any items from [www.sacredelephantincense.com](http://www.sacredelephantincense.com) that you will follow these instructions and that Sacred Elephant and its affiliates, employee's and partners are not responsible if you do not adhere to them.

Some oils and fragrances may cause irritation if you have allergies. We will not be held responsible for any allergic reactions that may occur from the handling or burning of our incense and/or its packaging.

Please ensure children and animals do not touch or eat any of the products or packaging from [www.sacredelephantincense.com](http://www.sacredelephantincense.com)

Please be aware that the pure oils in the incense sticks may stain any material it comes into contact with.

## **10. Product Information:**

Please be aware that as each incense stick is hand crafted using natural oils and resins, there may be slight variations in length, shape, colour and scent from stick to stick. By continuing to place an order, you accept this to be the case.

### **11. Availability:**

Some items appearing on the website may occasionally no longer be available, and we reserve the right to withdraw any item from sale at any time, even after an order has been placed. We will contact you as soon as possible in the event of your ordering an unavailable item and offer you either an alternative, or a refund of all monies in the method in which they were originally paid.

### **12. Product Colours:**

We make every effort to ensure that images match the relevant item as closely as possible, but the constraints of digital reproduction on different web browsers can cause colour depiction to deviate from the actual item, and so as a result of this the colours of an item may vary a little from what you see on your screen.

### **13. Accuracy, Completeness and Timeliness of Information:**

We are not responsible if information made available on this site is not accurate, complete or current. The material on this site is provided for general information only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete or more timely sources of information. Any reliance on the material on this site is at your own risk.

This site may contain certain historical information. Historical information, necessarily, is not current and is provided for your reference only. We reserve the right to modify the contents of this site at any time, but we have no obligation to update any information on our site. You agree that it is your responsibility to monitor changes to our site.

### **14. Ordering and Contract:**

Our ordering process is easy to navigate. Please follow the instructions as you proceed. If you have any questions about how to order, or run into difficulties, please contact us.

By placing an order, you are agreeing to be bound by these terms and that all information provided by you is accurate and complete. Once payment has been made in full and cleared, you will receive an email from us acknowledging the receipt of your order and detailing product(s) ordered, cost and delivery details. Please check all details on this acknowledgement are correct and contact us as soon as possible if any details are incorrect. You can call us on 02921 157152 between 10am – 5pm, Monday to Friday (excluding public holidays), or email us at [hello@sacredelephantincense.com](mailto:hello@sacredelephantincense.com).

Please note that your order does not form a binding contract between us, but rather an offer to purchase goods from us. All orders are subject to acceptance by us, and no contract for the sale of any product will exist between you (the customer) and us ([sacredelephantincense.com](http://sacredelephantincense.com)) until we accept your order by despatching the product to you.

Your order is accepted when we despatch the goods you have ordered, and not before, at which point a legally binding contract shall exist between us. We will send you a Despatch Confirmation email to let you know when the goods have been despatched. We reserve the right not to accept any order, and to cancel an order at any time prior to despatch, without giving reason. In the event of cancellation, we will refund or cancel any payments received in full, via the payment method used to place the order.

We will take all reasonable care, in so far as it is in our power to do so, to keep the details of your order and payment secure, but in the absence of negligence on our part we cannot be held liable for any loss you may suffer if a third party procures unauthorised access to any data you provide when accessing or ordering from the website.

You acknowledge that your content (not including credit card information), may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices. Credit card information is always encrypted during transfer over networks.

#### **15. Payment:**

We accept payment via Visa, Mastercard and American Express debit and credit cards.

#### **16. Authorisation:**

All card transactions are subject to validation checks and authorisation. If for any reason the issuer of your payment card refuses to or does not authorise payment to us, we will not be liable for any delay or non-delivery.

#### **17. Pricing:**

All prices are in UK Pounds Sterling and are inclusive of VAT where applicable, but exclude the delivery charge, which is determined and added to your order at checkout.

Although we try to ensure all prices on our website are correct and up to date at all times, it may occasionally happen that prices are incorrect or have changed without notice. In the event that a price is incorrect for whatever reason, we will correct the price and ask you to confirm whether you still wish to purchase the goods at the correct price, or cancel your order. If we are unable to contact you, we will at our discretion treat the order as cancelled. We will not be obliged to supply goods at the incorrect price, and reserve the right to withdraw the goods from sale and cancel your order at any point prior to despatch.

Prices are liable to change at any time.

#### **18. Shipping & Delivery:**

We use Royal Mail to deliver and offer a variety of delivery options as detailed on our Shipping & Returns Policy. We aim to despatch orders on the next working day following purchase. Goods should be delivered within 3 working days from despatch for Mainland UK. Please see our Shipping & Returns Policy for information regarding estimated delivery times for International packages. If you have ordered multiple items, they may on occasion arrive separately. If for some reason there is a delay in despatching items, we will inform you as soon as possible.

Please ensure all delivery address details are entered correctly. Once despatched, we are unable to amend delivery details. If you provide an incorrect or incomplete delivery address at the time of your order it will be your responsibility to pay all the associated re-delivery costs. We accept no liability for any items that are not delivered or are delayed due to incorrect or incomplete details.

If your delivery address is outside of the UK, you may be required to pay import duties and taxes when your order reaches your country. These and any additional charges for customs clearance are entirely your responsibility. We have no control over these charges and cannot predict their amount. Please contact your local customs office for further information before placing your order if you have any queries.

Please also note that you must comply with all applicable laws and regulations of the country for which the products are destined. We will not be liable for any breach of any such laws by you.

While we make every effort to have your goods delivered in the specified time, we cannot guarantee delivery in that timeframe, and we accept no liability for any delays which occur whilst your goods are in transit. We also cannot accept liability for out of pocket expenses or other costs incurred due to failed or delayed delivery.

During adverse weather conditions (including but not limited to high winds, heavy snow, ice, flooding or heavy fog), our delivery partners may be unable to deliver orders on time. This is outside of our control and we do not accept any liability or responsibility for delayed deliveries in these circumstances, or for delayed deliveries caused by any third party or by fire, flood or mechanical breakdown.

If the recipient is not in when special delivery is attempted, the package may either be left with a neighbour or a card will be left with details of how the item can be collected or redelivered. If you do not arrange collection/redelivery within the specified time shown on the card, the goods will be sent back to us and we will refund the price of the goods excluding any postage costs.

#### **19. Damaged or Incorrect Items:**

All items are thoroughly checked prior to despatch, but in the unlikely event that (a) your product(s) (not including packaging) arrive damaged or (b) you receive the incorrect product, please notify us within 48 hours of receiving them at [hello@sacredelephantincense.com](mailto:hello@sacredelephantincense.com) to inform us (including photographic evidence of the damage/wrong item). Claims reported outside of this time will not be accepted for return.

Please see our Shipping & Returns Policy for further information.

#### **20. Delayed or Lost Orders:**

We accept no liability to you for any direct or indirect loss or damage incurred to you due to delayed or lack of delivery of goods.

Please see our Shipping & Returns Policy for further information regarding delayed or lost orders.

#### **21. Returns:**

If you wish to return an item for an exchange or refund goods may be returned at your own expense and risk within fourteen (14) days of receiving them, provided they are returned in the same new and unused condition in which they were received, and wherever possible in the original packaging.

Refunds will be applied within fourteen (14) days of goods being received back by us using the same method originally used by you to pay for your purchase.

Any costs associated with postage and packaging (including original shipping and packaging cost and the cost of returning the item to us) will not be reimbursed.

Please see our Shipping & Returns Policy for further information.

#### **22. Cancelling Your Order (Contract):**

Under the Consumer Contracts Regulations 2013 you have the right to cancel your order within a period of fourteen (14) days. The period of 14 days begins on the day after the day you, or the person that you ask us to deliver the goods to, receive your goods.

If you wish to cancel your contract, we require notification either in writing to: Sacred Elephant Incense, 35 Llwyn Passat, Penarth Marina, Penarth, Vale of Glamorgan, CF64 1SE, or by email to: hello@scaredelephantincense.com (please ensure you retain durable proof of your cancellation).

Please note: we provide a Cancellation Form which can be downloaded from our website, which you may fill in and send to us.

Orders may be cancelled before they are despatched by calling us on 02921 157152 between 10am and 5pm Monday to Friday (excluding bank or public holidays) to let us know you wish to cancel your order. If the goods have already been despatched, then those items must be returned to us at your own expense and risk within fourteen (14) days.

You must take reasonable care of the goods and may inspect and assess them, but not use them. We may make a deduction from the reimbursement for loss in value of any goods supplied, if the loss is the result of unnecessary handling by you.

You must return goods to us, at your cost, to the specified address below, in their original packaging wherever possible, within fourteen (14) days of informing us of your wish to cancel. If you return goods to us, we will not be responsible for any loss or damage to them during transit and we recommend that you use a recorded or secure delivery method and retain a proof of postage. If goods are lost or damaged in transit, we may charge you, or not refund to you, amounts that are attributable to the loss or damage.

A refund will be issued within 14 days after our receipt of the item(s), assuming they reach us in the same condition in which they were sent and within the allotted time, using the same method originally used by you to pay for your purchase. Any paid delivery charge will be included in your refund once we have received all (not part) of your order to the specified address below.

The delivery charge refund will be to the value of basic, standard delivery only. Also, if you only return part of your order we cannot refund the delivery. Your return cost will not be refunded.

For full details of your rights under the regulations, please contact your Citizens Advice Bureau or a Solicitor.

Specified address to return goods (at your own cost) to:

Sacred Elephant Incense, 35 Llwyn Passat, Penarth Marina, Penarth, Vale of Glamorgan, CF64 1SE

### **23. Your Account:**

You are responsible for maintaining the confidentiality of your password and account and any activities that occur under your account. Sacred Elephant shall not be liable to any person for any loss or damage which may arise as a result of any failure by you to protect your password or account.

You are also responsible for ensuring that all information provided to us is correct and complete, and for informing us of any changes to the information you have provided.

### **24. Promotions:**

We sometimes issue promotional codes to customers that give benefits such as discounts and free delivery. These codes are usually restricted to one use per customer and may only be used by the person to whom they are issued. They are not transferable and they must only be used in accordance with their own specific Terms and Conditions.

By using a promotional code to claim a benefit you will be confirming that you are entitled to use the code. If we discover this not to be the case, we reserve the right to cancel the order.

Certain promotional codes may be restricted for use against specified products.

Where a promotional code entitles you to a percentage discount, the discount will not be applied to the delivery charge.

Promotional codes cannot be exchanged for a cash alternative or used in conjunction with any other promotions.

We are unable to apply discounts to orders already placed.

Promotional codes may be withdrawn, or suspended without notice for any reason.

#### **25. Written Communications:**

Applicable laws require that some of the information or communications we send to you should be in writing. For contractual purposes, by using our site you are accepting that communication with us will be primarily electronic through e-mail or notices posted on our website, and that you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

#### **26. Links to Third Party Websites:**

We are not responsible for the contents or reliability of any other websites to which we provide a link and do not necessarily endorse the views expressed within them, their products or services. The links to other websites do not imply a recommendation for all the content found on these sites. We will not be liable in any way for any loss or damage which you may suffer by using those websites. If you decide to access linked third party websites, you do so at your own risk. Please be aware that when you leave our website, other sites may have different privacy policies and terms of use which are beyond our control.

#### **27. Linking to Our Website:**

If you wish to link to this website, you may only do so subject to the following conditions:

You must not:

- 1) imply in any way that we are either endorsing or promoting any products and/or services;
- 2) misrepresent in any way your relationship with us;
- 3) present any false information about us;
- 4) link from a website which is not owned by you;
- 5) link from a website which contains any content which is in any way controversial or offensive;
- 6) link from a website which infringes any intellectual property rights or rights of any person; or
- 7) link from a website which does not comply in any way with the law in the United Kingdom.

If you choose to link to our website in breach of the above conditions, you shall fully indemnify us for any loss or damage suffered as a result of your actions.

## **28. Limitation of Liabilities:**

To the fullest extent permitted by applicable laws, Sacred Elephant nor any of their respective directors, employees, affiliates or other representatives, shall not be responsible to you whether in contract, tort (including negligence) or otherwise, or accept any liability for (including but not limited to):

- incidental, special or indirect loss;
- consequential loss;
- loss of data;
- loss of income, revenue or profit;
- loss or damage to property;
- loss of anticipated savings;
- loss of business;
- loss of sales;
- loss of goodwill or reputation;
- economic or commercial losses;
- waste of management or office time;
- any third party claims arising out of the use of the site or for any products or services purchased from [www.sacredelephantincense.com](http://www.sacredelephantincense.com); and
- for any other loss or damage of any kind, however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable.

Our total liability to you for any loss or damage arising either directly or indirectly in connection with this Agreement shall be strictly limited to the total price of your order.

Nothing in these Terms and Conditions shall exclude, limit or restrict our liability for death or personal injury caused by our negligence.

A person who is not a party to these Terms and Conditions shall have no right to enforce any term under the Contracts (Rights of Third Parties) Act 1999.

## **29. Severability:**

In the event that any one or more of the provisions of these terms of use is determined by any court or other competent authority to be invalid, unlawful and/or unenforceable, the remaining provisions shall be unimpaired and will continue in effect. If any unlawful and/or unenforceable provision 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. Such invalid, illegal or unenforceable provision shall be replaced by a mutually acceptable valid, legal and enforceable provision.

## **30. Limited Warranties:**

We make no warranty that the site, or the server that makes it available, is free from viruses or other malicious/harmful content, and we cannot guarantee that your use of this website (including any content on it or any website accessible from it) will not cause damage to your computer or other device. It is your responsibility to ensure that you have the correct equipment (including antivirus software) to use the website safely and to screen out anything that may damage or harm your computer or other device.

Except where required by applicable law, Sacred Elephant shall not be liable to any person for any loss or damage they suffer as a result of viruses or other malicious or harmful content that they access from or via the website, or for any loss of content or material uploaded or transmitted through the website.

We do our best to ensure that this website operates properly at all times, but we make no warranties as to the availability or accessibility of the website. The website may at times be temporarily unavailable due to server issues or issues such as system failure, maintenance or repair or for any other reason beyond our control. Where possible we will try and give users advance warning of any maintenance issues or expected downtime, but shall not be obliged to do so.

We do not accept any liability to you for any damages, losses, costs or expenses incurred by you as a result of any lack of availability or accessibility of the website or any failure, error or delay in the sending or receiving of any notice or communication or instruction through the post or any electronic medium.

We do not accept liability for any errors and/or omissions contained in our website and reserve the right to change information, prices, specifications and descriptions of listed goods, products and services at any time and without notice.

### **31. Events Beyond Our Reasonable Control:**

We will not be liable or responsible for any failure to perform, or delay in performance of any of our obligations to you that is caused by events that could not be anticipated and are outside our reasonable control (a 'Force Majeure Event').

A Force Majeure Event includes any act, event, non-happening, omission or accident beyond our reasonable control and includes (without limitation) the following:

- Strikes, lock-outs or other industrial action;
- Civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war;
- Fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster;
- Impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport;
- Impossibility of the use of public or private telecommunications networks; and
- The acts, decrees, legislation, regulations or restrictions of any government

In the event of a Force Majeure Event, our performance is deemed to be suspended for the period that the Force Majeure Event continues, and we will have an extension of time for performance for the duration of that period. We will use our reasonable endeavours to bring the Force Majeure Event to a close or to find a solution by which our obligations to you may be performed despite the Force Majeure Event.

### **32. General Terms:**

It is our responsibility to supply you with goods that meet your consumer rights. If you have any concerns that we have not met our legal obligations, please contact us at [hello@sacredelephantincense.com](mailto:hello@sacredelephantincense.com)

The headings used in this agreement are included for convenience only and will not limit or otherwise affect these Terms.

Our store is hosted on Shopify Inc. They provide us with the online e-commerce platform that allows us to sell our products and services to you.

**33. Law and Jurisdiction:**

Sacred Elephant Terms and Conditions shall be governed by and construed in accordance with English Law. Any dispute arising in connection with these terms shall be subject to the exclusive jurisdiction of the English courts. By agreeing to these Terms and Conditions, you are agreeing to submit to English law.

Updated 19/01/16