

TERMS AND CONDITIONS FOR SALE OF GOODS

Effective Date: 1st November 2017

1. Introduction

- 1.1 This website is owned and operated by MLJ Support Services Limited trading as “Mindful Life Journeys” and “Magical Light Journeys”. Our company information is at the end of this document.
- 1.2 Please read these terms and conditions carefully. They apply when you buy any goods via this site. (There are separate terms which apply to your use of our site.) Please print or save these terms for future use as we will not keep a file copy specifically for the transaction with you and we cannot guarantee that they will remain accessible on our website in future. These terms and conditions are available in the English language only.
- 1.3 Where we refer to “Consumer” below we mean an individual acting for purposes which are wholly or mainly outside that person’s trade, business, craft or profession.
- 1.4 We are legally required to remind Consumers that we are under a legal duty to supply goods that are in conformity with the contract. Furthermore, nothing below affects Consumers’ legal rights in relation to goods that are not in conformity with the contract, whether because they are faulty, not as described or otherwise. You can get advice about your legal rights from your local Trading Standards office or Citizens' Advice Bureau.
- 1.5 You are not eligible to buy any goods via this site if it is unlawful for you to buy or use the goods in, or import them into, your country.
- 1.6 Where you communicate with us on behalf of a company / organisation, you promise that you have authority to act on behalf of that entity.
- 1.7 We may change these terms and conditions at any time. Please check them carefully as they will apply to any new purchases occurring after the effective date shown.

2. Minor variations in goods

- 2.1 We will take reasonable care to ensure that representations and descriptions of goods appearing on our website are correct. However, you acknowledge and accept that there may be minor differences between the actual goods and the way that they appear on our website.
- 2.2 The labelling or packaging of the goods you receive may differ from the images of these which you see on our site.

3. Your order

- 3.1 Your order is an offer to buy from us.
- 3.2 You place your order by using the ordering process on our site. This involves selecting the goods, placing them in the shopping cart and transmitting the order to us by clicking on the relevant button. This process permits you to check and amend any errors before making an order by using the change function and/or the internet browser back button.

- 3.3 You must ensure that your order and any other information you supply to us is correct and you must promptly update us if there are any changes.
- 3.4 We accept your offer and there is a binding contract when we send you a confirmation email. However, we are not obliged to supply any goods which are unavailable, even if we have accepted your offer. If any goods are unavailable, we will notify you of the unavailability as soon as possible and will arrange for a full refund if you have been charged.
- 4. Payment and price**
- 4.1 Payment is in advance by the means stated on our [shop page](#). Despatch of the goods is subject to our receipt of full payment in cleared funds.
- 4.2 Our prices may change from time to time. The price for the goods you order is as stated on our site at the time you send us your order. VAT or sales tax is included in any price shown.
- 4.3 Delivery costs are charged extra at the rate shown on our site at the time you place your order. These will depend on the delivery method chosen. NB Our charges do not include customs or import duties which may be applied to your order by the relevant authorities.
- 4.4 If we have mis-priced any item by mistake, we are not obliged to supply the item at that price provided we notify you before we despatch it. If we do notify you, then you can decide if you want to order the item at the correct price but, if you do not, we will provide a full refund of any payments already made.
- 4.5 You must contact us by e-mail to hello@mindfullifejourneys.com if you dispute any payment.
- 4.6 If any amount due to us is unpaid, or unjustifiably charged back, we may cancel this agreement on written notice (including email).
- 5. Discount codes**
- 5.1 We may offer discount codes from time to time. All discount codes refer to the price excluding delivery charges. Such codes may only be applied to purchases made through the account in respect of which the discount code was offered and registered and are not transferrable or redeemable for cash. Unless otherwise stated: codes (1) are only available for future new orders placed online; (2) cannot be used retrospectively; (3) can only be redeemed once per customer; and (4) expire after 12 months. You cannot use more than one discount code per transaction unless we state otherwise; if we do so, the order in which the codes are to be applied is in our sole discretion.
- 5.2 We reserve the right to reject any discount code if we consider that it is being used in breach of these terms. Discount codes are subject to any additional specific terms and conditions which are specified at the point of issue. We reserve the right to discontinue or otherwise modify any discount codes at any time without prior notice.

6. Right to cancel (“cooling off”)

- 6.1 If you are a Consumer located within the European Economic Area, you have the right to cancel this contract subject to the provisions set out below. This right is not affected by any separate returns policy on our website.
- 6.2 If you do have the right to cancel, the following instructions apply:

Right to cancel

- 6.3 You have the right to cancel this contract within 14 days without giving any reason.
- 6.4 The cancellation period will expire after 14 days from the day:
- a) on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the goods; or
 - b) in the case of multiple goods ordered by you in one order and delivered separately: on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the last good.
- 6.5 To exercise the right to cancel, you must inform us MLJ Support Services Ltd, 188 Main Street, Greenham Business Park, Thatcham, RG19 6HW, hello@mindfullifejourneys.com of your decision to cancel this contract by a clear statement (e.g. a letter sent by post, or e-mail). You may use the model cancellation form at the end of this document but it is not obligatory.
- 6.6 To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

Effects of cancellation

- 6.7 If you cancel this contract, we will reimburse to you all payments received from you, including the costs of delivery (except for the supplementary costs arising if you chose a type of delivery other than the least expensive type of standard delivery offered by us).
- 6.8 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.
- 6.9 We will make the reimbursement without undue delay, and not later than:
- a) 14 days after the day we receive back from you any goods supplied, or
 - b) (if earlier) 14 days after the day you provide evidence that you have returned the goods.
- 6.10 We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement. We may withhold reimbursement until we have received the goods back or you have supplied evidence of having sent back the goods, whichever is the earliest.
- 6.11 You shall send back the goods or hand them over to us without undue delay and in any event not later than 14 days from the day on which you communicate your cancellation of the contract to us. The deadline is met if you send back the goods before the period of 14 days has expired.

- 6.12 You will bear the direct cost of returning the goods.
- 6.13 You are only liable for any diminished value of the goods resulting from the handling other than what is necessary to establish the nature, characteristics and functioning of the goods.

7. Delivery

- 7.1 Delivery will be complete when we deliver to the address which you specify when ordering. We may deliver different parts of your order on different dates.
- 7.2 Delivery is only to the countries we specify and is otherwise subject to any restrictions on our [shop page](#). We reserve the right to cancel any order from a country to which we do not deliver (even if there is a binding contract).
- 7.3 Unless otherwise stated, delivery dates given on our website are estimates only. *If you are a Consumer*, we have no liability for any losses arising from delay in delivery to the extent that this is due to circumstances beyond our reasonable control and where we could not have taken reasonable steps to deal with the delay. *If you are not a Consumer*, we have no liability for any losses arising from delay in delivery.
- 7.4 If you receive notification of an unsuccessful attempted delivery, it is your responsibility to use the details provided to contact the delivery company to arrange re-delivery. If nobody is available to receive the goods, we reserve the right to leave them at the doorstep, hall or reception as available, or with a neighbour.

8. Liability

- 8.1 Nothing in this agreement in any way limits or excludes our liability for negligence causing death or personal injury or for fraud or fraudulent misrepresentation or for anything which may not legally be excluded or limited. In this section, any reference to us includes our employees and agents.
- 8.2 *The following clauses apply only if you are a Consumer:*
- a) We are not responsible for any loss or damage caused by us or our employees or agents in circumstances where:
 - i) there is no breach of a legal duty owed to you by us or by any of our employees or agents;
 - i) such loss or damage was not reasonably foreseeable (meaning it was not an obvious consequence of our breach or not contemplated by you and us at the time we entered into this contract);
 - i) such loss or damage is caused by you, for example by not complying with this agreement; or
 - i) such loss or damage relates to a business (as we do not intend for goods bought by Consumers to be used for business).
 - b) You will be responsible to us for any reasonably foreseeable loss or damage we suffer arising from your breach of this agreement (subject of course to our obligation to mitigate any losses).
- 8.3 *The following clauses apply only if you are not a Consumer:*
- a) Our total aggregate liability of any kind (including our own negligence) is limited to the price paid for the goods.

- b) In no event (including our own negligence) will we be liable for any:
 - i) economic losses (including, without limit, loss of revenues, profits, contracts, business or anticipated savings);
 - i) loss of goodwill or reputation;
 - i) special, indirect or consequential losses; or
 - i) damage to or loss of data(even if we have been advised of the possibility of such losses).
- c) You will indemnify us against all claims and liabilities directly or indirectly related to your breach of this agreement.
- d) To the extent allowed by law, you and we exclude all terms, whether imposed by statute or by law or otherwise, that are not expressly stated in this agreement.
- e) This agreement constitutes the entire agreement between us with respect to its subject matter and supercedes any previous communications or agreements between us. We both acknowledge that there have been no misrepresentations and that neither of us has relied on any pre-contractual statements. Liability for misrepresentation (excluding fraudulent misrepresentation) relating to the terms of this agreement is excluded.

9. Events outside our control

- 9.1 We are not liable for failure to perform or delay in performing any obligation under this agreement if the failure or delay is caused by any circumstances beyond our reasonable control including third party telecommunication failures.

10. Privacy

- 10.1 You acknowledge and agree that we may process your personal data in accordance with the terms of our [privacy and cookies policy](#) which is subject to change from time to time.

11. English law

- 11.1 These terms and conditions shall be governed by English law and any disputes will be decided only by the courts of the United Kingdom. You may be entitled to use an EU online dispute resolution service to assist with any contractual dispute you may have with us. This service can be found at <http://ec.europa.eu/consumers/odr/>. Our email address is hello@mindfullifejourneys.com.

12. General

- 12.1 We may send all notices under this agreement by email to the most recent email address you have supplied to us (unless otherwise stated in this agreement). Headings used in this agreement are for information and not binding. Any failure by either party to exercise or enforce any right or provision of this agreement does not mean this is a “waiver” (i.e. that it cannot be enforced later). If any part of this agreement is ineffective or unenforceable for any reason, the rest of the agreement shall continue to apply. We may transfer this agreement to a third party but this will not affect your rights or obligations. A person who is not a party to this agreement shall have no rights to enforce this agreement except insofar as expressly stated otherwise.

13. Complaints

- 13.1 If you have any complaints, please contact us via the contact details shown below.

14. Company information

- 14.1 Company name: MLJ Support Services Limited trading as “Mindful Life Journeys” and “Magical Light Journeys”
- 14.2 Country of incorporation: England and Wales.
- 14.3 Registered number: 09647718
- 14.4 Registered office: PO BOX, 6252, Newbury, RG14 9NF
- 14.5 Trading office: MLJ Support Services Ltd, 188 Main Street, Greenham Business Park, Thatcham, RG19 6HW
- 14.6 Other contact information: See our website.
- 14.7 VAT number: 229 1665 95

Version 1

MODEL CANCELLATION FORM

Complete and return this form only if you wish to cancel the contract:

— To MLJ Support Services Limited MLJ Support Services Ltd, 188 Main Street, Greenham Business Park, Thatcham, RG19 6HW hello@mindfullifejourneys.com

— I/We [*] hereby give notice that I/We [*] cancel my/our [*] contract of sale of the following goods [*]/ for the supply of the following service [*],

— Ordered on [*]/received on [*],

— Name of consumer(s),

— Address of consumer(s),

— Signature of consumer(s) (only if this form is notified on paper),

— Date

[*] Delete as appropriate