

TERMS AND CONDITIONS

This site is managed by Jade Circle® Anamarta (hereafter THE MERCHANT).

Any purchase of goods or services from this site (hereafter THE MERCHANT SITE) requires the customer to consult and accept these terms and conditions.

The click validating the order implies full acceptance of these terms and represents the customer's "digital signature".

Purpose

These terms and conditions are intended to define the rights and obligations of the parties in the sale of goods and services proposed online by THE MERCHANT for the customer.

Order Confirmation

All contractual information will be confirmed by email to the address specified by the customer during the purchasing act.

Proof of Transaction

The records stored in THE MERCHANT's computer systems under reasonable safety conditions are considered proof of communications, orders and payments made between the parties.

Purchase orders and invoices are stored on a reliable and durable system and can be produced as evidence.

Product Information

Every effort has been made to ensure the accuracy of the information presented on THE MERCHANT SITE. THE MERCHANT or its suppliers shall not be held liable for the consequences, accidents, or special damages arising from electronic transmissions or the accuracy of transmitted information, even in cases where THE MERCHANT was aware of the possibility of such damages. Manufacturer and brand names are only used for identification purposes. Product photos, descriptions and prices are non-contractual.

Validity Period of Offer and Prices

Our offers and prices are valid for the day the site is consulted and are subject to change without notice.

Delivery Terms

Products are delivered to the address specified by the customer on the purchase order and only to geographic zones that we service.

All products leave our premises in perfect condition. The customer must notify the carrier (or postman) of even the slightest trace of damage (holes, signs of crushing, etc.) to the parcel, and refuse the package if necessary. A new, identical product will then be sent to the customer at no additional charge.

No exchanges can be made at a later time for goods claiming to be damaged during carriage without notification at the time of reception.

As with any shipment, a delay or loss of goods is possible. In such a case, the carrier shall start an investigation. Every effort is made, for as long as necessary, to find the package. If the package is not found, the carrier will reimburse THE MERCHANT, who will deliver a new, identical package to the customer free of charge.

We shall not be held responsible for delayed delivery times due to the carrier, including for the loss of goods, bad weather or strikes.

Loss or Damage in Transit

THE MERCHANT will not be responsible for damage or loss of goods or part thereof in transit or for any discrepancy between the goods delivered and the goods ordered unless the customer gives email notice of a claim to THE MERCHANT and the carrier within three (3) business days of delivery.

In the event of damage of goods or part thereof in transit or for any discrepancy between the goods delivered and the goods ordered, the customer must hold the goods and make them available for inspection or collection by THE MERCHANT or its representatives on request.

Delivery Errors

The customer must inform THE MERCHANT immediately (the same day or, at the latest, the first business day following delivery) concerning any claim of delivery error or non-conformity of goods, in kind or in quality, compared with the information on the purchase order.

Any claim made after this time period will be rejected.

Any claim that does not respect the rules defined above cannot be taken into account and releases THE MERCHANT of any responsibility to the customer.

In the case of delivery error or exchange, all goods to be exchanged or refunded must be returned to THE MERCHANT in whole, in its original packaging and in perfect condition.

For claims to be accepted, the customer must first make a declaration to THE MERCHANT concerning any returns and receive THE MERCHANT's consent. If accepted, the customer will ship the package to THE MERCHANT.

Shipping fees for the above mentioned returns shall be at THE MERCHANT's expense, except in the case where the goods do not correspond to the original declaration made by the customer concerning the return.

Warranty

GOODS:

The provisions hereof cannot deprive the customer of their right to legal warranty requiring THE MERCHANT to protect the customer against latent defects of goods sold. The customer is expressly informed that THE MERCHANT is not the manufacturer of the goods presented in THE MERCHANT SITE and that THE MERCHANT shall not be held liable for defective goods. In the case of damage to a person or property resulting from a product defect, only the product manufacturer shall be held liable and sought after by the customer, by means of the information provided on the packaging of said product.

COURSES / WORKSHOPS / RETREATS:

The Customer warrants that purchase of a Course/Workshop/Retreat by any means signifies they have read the particulars of that Course/Workshop/Retreat, that they have downloaded the file pertaining to that Course/Workshop/Retreat or they have been informed, that they are mentally and physically fit to undergo the training, that they accept responsibility for their own health throughout the training, that they have completed any pre-requisite courses/workshops/retreats or training pertaining to the Course/Workshop/Retreat as specified in the particulars there of and if not will forfeit the payment, and they indemnify the MERCHANT and the course facilitators against any claims arising from participation in the course/workshop.

Right to Withdrawal

GOODS:

Only complete and unused goods in perfect condition for resale will be accepted as returns. No refunds or exchanges will be made for incomplete, damaged or unsealed goods, including damage to original packaging. The customer can exercise this right to withdrawal without penalty, excepting the return fee for the goods. If the customer exercises the right to withdrawal, they have the option of requesting a full refund or exchange of goods. If an exchange is requested, all shipping expenses shall be the responsibility of the customer.

COURSES / WORKSHOPS:

Purchase of a Jade Circle® Anamarta course/workshop signifies the Customer's agreement that deposits are not refundable and deposits and fees are not transferable to another course or another person, that no fees will be refunded or transferable in any event if the Customer cancels and or withdraws less than 10 days before or any time on or after the start date of a course/ workshop for which they have registered for the whole or any part. If they cancel between 30 days and 10 days before the start date they may claim 35% refund, less £97 and less the full cost of completed pre-requisites if included in a discount offer or savings combination. If they cancel more than 30 days before the start date they may claim 70% refund, less £97 and less the full cost of completed pre-requisites if included in a discount offer or savings combination.

If the right to withdrawal is exercised, THE MERCHANT will make every effort to refund the customer within 30 days.

RETREATS:

Purchase of a Jade Circle® Anamarta Retreat signifies the Customer's agreement that deposits are not refundable and deposits and fees are not transferable to another course or another person, that no fees will be refunded or transferable in any event if the Customer cancels and or withdraws less than 6 weeks before or any time on or after the start date of the retreat which they have registered for the whole or any part. If they cancel between 10 weeks and 6 weeks before the start date they may claim 35% refund, less £97 and less the full cost of completed pre-requisites if included in a discount offer or savings combination. If they cancel more than 12 weeks before the start date they may claim 70% refund, less £97 and less the full cost of completed pre-requisites if included in a discount offer or savings combination.

If the right to withdrawal is exercised, THE MERCHANT will make every effort to refund the customer within 30 days.

DIGITAL DOWNLOAD FILES

There are no Returns or Withdrawals for Digital Download Files in any event.

Copyright

The use of any of the trademarks, logos or brands, photos or images present on the site is strictly forbidden.

Digital Downloads Copyright

Digital files are made available for Customer's personal use only. Customer may read files online using any software that traverses the Internet and connects to the World Wide Web server where the files are stored; download the file and make a single copy either on paper or on any online medium, for Customer's personal use only;

Customer may not:

Alter the files in any way shape or form including deletion or modification of the HREFs links; represent them self or some third party as the owner or author of the file; violate the terms of this copyright declaration or the terms of the Berne Convention or of the copyright laws of Customer's own country or the terms of the Berne Convention in respect of any file; make copies of files and/or distribute copies of files whether or not for personal or corporate profit, or make a copy of files for storage or public access on any computer system other than this.

Force Majeure

Neither party will be deemed to be in breach of any of its obligations under the agreement as a result of any delay in performing or any failure to perform any such obligations by reason of any cause or event beyond the parties' control. A force majeure event includes, but is not limited to, any unforeseeable, inevitable, or unstoppable act, event, non-happening, omission or accident beyond the control of either party, despite all reasonable efforts made to the contrary.

In addition to events usually recognised by the British courts, a force majeure event includes in particular (without limitation) the following: strike, lock-out, earthquake, fire, storm, flood, lightning, explosion, impossibility of the use of public or private telecommunications networks.

In such circumstances, the party delayed or unable to perform ("Delayed Party") shall notify the other party ("Affected Party") within ten (10) business days following the date such events become known.

Unless prevented due to force majeure, both parties will meet within three months to examine the impact of the event and agree to the conditions under which the contract shall be continued.

If the force majeure lasts longer than one (1) month, this agreement may be terminated by the injured party.

Partial Invalidity

These terms and conditions remain valid and in force, even if one or more clauses are invalid or declared so under any law, regulation or following the final decision of a competent court.

Non-Waiver

No failure of either party to exercise any power given to it in these terms and conditions or to insist upon strict compliance by the other party with its obligations hereunder shall constitute a waiver of either party's right to demand exact compliance with the terms hereof.

Data Protection

All personal data you provide us is used to process your orders. This data will be treated in accordance with the Data Protection principles outlined in the Data Protection Act 2018, GDPR.

Applicable Law and Competent Jurisdiction

In form and content, these Terms and Conditions shall be governed by and construed in accordance with English law. All orders placed on THE MERCHANT SITE strictly imply the acceptance of THE MERCHANT's terms and conditions.

In case of dispute or claim, the customer agrees to seek an amicable solution with THE MERCHANT before proceeding with any legal action. In the event where such a solution cannot be found, any disputes concerning the sale (price, Terms and Conditions, products, etc.) will be subject to the exclusive jurisdiction of the English courts.