## **Safety of Balloons**



### **Delivery of Goods**

We aim to use Royal Mail to deliver our goods and will endeavour to send them out within one business day of the order.

Postage and Packaging is separate to the price of the goods and items will be sent second class..

Where items are collected from the shop (Click and Collect), these will be ready for you usually within one business day. Balloons will be filled with helium unless otherwise stated. Please use the notes to specify the estimated day and time of collection.

### **Returns Policy**

For Store purchases returns should be made in person with the faulty goods for a replacement or refund.

For all online refunds, please inform us within 3 working days of receipt of your goods, let us know what the problem is and please return the goods within 14 days with original packaging and sales details. This is at your cost and we suggest 2nd Class postage is used.

Please return your faulty goods to Just Because...

2 Market Street Nailsworth Gloucestershire GL6 0BX

### **Privacy Policy**

This privacy policy sets out how Just Because... uses and protects information that is used by the 'Just Because...' website (<a href="www.justbecauses.co.uk">www.justbecauses.co.uk</a>) - whether this is implicitly given, or provided by the cause of action taken e.g. cookies. We are committed to making sure that your privacy and information is protected.

Just Because... may change the policy through amendments to this page - You should therefore check this page on a regular basis.

#### What information we collect:

The following may be collected by the Just Because... website and in store:

- Name, address, email address and payment details
- Demographic information such as postcode, preferences and interests
- Other information relevant to customer surveys and/or offers

## Why we require the information

We require this information to understand your needs and provide you with a better service, and in particular for the following reasons:

- To process your order and obtain payment
- to improve our products and services
- To send promotional emails about new products, special offers or other information which we think you may find interesting using the email address which you have provided

#### Security

In order to secure the information and mitigate against unauthorised access or disclosure, we have put in place suitable physical, electronic and managerial procedures we collect online and in the shop.

#### How we use cookies

Cookies are a file, which are placed on your hard disk, this is done with your permission. This helps with gathering data for our site and remembers information about your preferences, such as the contents of your basket.

Overall, cookies help us provide a better website, by enabling us to monitor which pages you find useful and which you do not. A cookie in no way gives us access to your computer or any information about you, other than the data you choose to share with us.

## Data aggregation and analytics

We may analyse your browsing behaviour to draw inferences about your personal preferences and behaviours.

### Controlling your personal information

You may choose to restrict the collection or use of your personal information or have any information we are holding to be amended, please email us or write to us as soon as possible. We will correct any information in a timely manner..

# **Terms & Conditions**

This page (together with the documents referred to on it) tells you the terms and conditions on which we supply any of the products ("Products") listed on our website <a href="www.justbecauses.co.uk">www.justbecauses.co.uk</a> ("Our Site") to you. Please read these terms and conditions carefully and make sure that you understand them, before ordering any Products from our site. You should understand that by ordering any of our Products, you agree to be bound by these terms and conditions. You should print a copy of these terms and conditions for future reference.

1. We are Just Because..., operating from 2 Market Street, Nailsworth Gloucestershire. Our VAT number is 945181514. We operate the website www.justbecauses.co.uk.

#### 2. Orders

While we do accept orders from addresses outside the UK we are only prepared to accept such orders on the basis that you are agreeing to be bound by these terms and conditions and you are bound exclusively by the courts of England and Wales.

#### 3. Your status

By placing an order through our site, you confirm that:

- 1. You are legally capable of entering into binding contracts; and
- 2. You are at least 18 years old
- 3. You understand how the contract is formed between you and us

# 4. Contract Formation

After placing an order, you will receive an e-mail from us acknowledging that we have received your order. Please note that this does not mean that your order has been accepted. Your order constitutes an offer to us to buy a Product. All orders are subject to acceptance by us, and we will confirm such acceptance to you by sending you an e-mail that confirms that the Product has been dispatched ("Dispatch Confirmation"). The contract between us ("Contract") will only be formed when we send you the Dispatch Confirmation.

### 5. Products

The Contract will relate only to those Products whose dispatch we have confirmed in the Dispatch Confirmation. We will not be obliged to supply any other Products which may have been part of your order until the dispatch of such Products has been confirmed in a separate Dispatch Confirmation.

### 6. Consumer rights

Orders are subject to the availability of Products. In the event that the Products are or become unavailable, we will notify you by email

### 7. Cancellation of Order

You may cancel a Contract at any time within fourteen working days, beginning on the day after you received the Products. In this case, you will receive a full refund of the price paid for the Products in accordance with our separate refunds policy.

### 8. Return of Products

To cancel a Contract, you must inform us in writing. You must also return the Products to us as soon as reasonably practicable, and at your own cost. You have a legal obligation to take reasonable care of the Products while they are in your possession. If you fail to comply with this obligation, we may have a right of action against you for compensation. (See also the separate returns policy).

## 9. Availability and delivery

Your order will be fulfilled by the delivery date set out in the Dispatch Confirmation or, if no delivery date is specified, then within a reasonable time of the date of the Dispatch Confirmation, unless there are exceptional circumstances. We will deliver the Products ordered to the delivery address supplied by you.

### 10. Risk and title

1. Risk

The Products will be your responsibility from the time of delivery.

2. Title

Ownership of the Products will only pass to you when we receive full payment of all sums due in respect of the Products, including delivery charges.

### 11. Price and payment

#### 1. Price

The price of the Products and our delivery charges will be as quoted on our site from time to time, except in cases of obvious error.

#### 2. **VAT**

Product prices include VAT. However, if the rate of VAT changes between the date of your order and the date of delivery, we will adjust the VAT you pay, unless you have already paid for the Products in full before the change in VAT takes effect.

# 3. Change in Price

Product prices and delivery charges are liable to change at any time, but changes will not affect orders in respect of which we have already sent you a Dispatch Confirmation.

#### 4. Error

Our site contains a large number of Products and it is always possible that, despite our best efforts, some of the Products listed on our site may be incorrectly priced. We will normally verify prices as part of our dispatch procedures so that, where a Product's correct price is less than our stated price, we will charge the lower amount when dispatching the Product to you. If a Product's correct price is higher than the price stated on our site, we will normally, at our discretion, either contact you for instructions before dispatching the Product, or reject your order and notify you that we are rejecting it.

#### 5. Mistake

If the pricing error is obvious and could have reasonably recognised by you as an error, we do not have to provide the Products to you at the incorrect (lower) price.

#### 12. Credit Cards

Payment for all Products must be by credit or debit card. We accept payment with Visa, MasterCard, Visa Debit, Maestro, Solo payments.

#### 13. Refund

Please see separate returns policy

### 14. Notices

All notices given by you to us must be given to Just Because... 2 Market Street, Nailsworth, Gloucestershire GL6 0BX or by using our contact form 'contact us'. We may give notice to you at either the e-mail or postal address you provide to us when placing an order. Notice will be deemed received and properly served immediately when posted on our website, 24 hours after an e-mail is sent, or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, that such e-mail was sent to the specified e-mail address of the addressee.

### 15. <u>Transfer of rights and obligations</u>

Successors and Assignment - The contract between you and us is binding on you and us and on our respective successors and assignees.

#### 16. Events outside our control

### 1. Force Majeure

We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by events outside our reasonable control ("Force Majeure Event").

## 2. Force Majeure Event

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

3. strikes, lock-outs or other industrial action;

- 4. civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war;
- 5. fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster;
- 6. impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport;
- 7. impossibility of the use of public or private telecommunications networks;
- 8. the acts, decrees, legislation, regulations or restrictions of any government; and
- 9. pandemic or epidemic

## 17. Suspension

Our performance under any Contract 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 under the Contract may be performed despite the Force Majeure Event.

# 18. Entire agreement

We intend to rely upon these terms and conditions and any document expressly referred to in them in relation to the subject matter of any Contract. While we accept responsibility for statements and representations made by our duly authorised agents, please make sure you ask for any variations from these terms and conditions to be confirmed in writing.

## 19. Our right to vary these terms and conditions

### 1. Variation

We have the right to review and amend these terms and conditions from time to time to reflect changes in market conditions affecting our business, changes in technology, changes in payment methods, changes in relevant laws and regulatory requirements and changes in our system's capabilities.

## 2. Change

You will be subject to the policies and terms and conditions in force at the time that you order products from us, unless any change to those policies or these terms and conditions is required to be made by law or governmental authority (in which case it will apply to orders previously placed by you), or if we notify you of the change to those policies or these terms and conditions before we send you the Dispatch Confirmation (in which case we have the right to assume that you have accepted the change to the terms and conditions, unless you notify us to the contrary within seven working days of receipt by you of the Products).

## 20. Law and jurisdiction

Contracts for the purchase of Products through our site and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) will be governed by English law. Any dispute or claim arising out of or in connection with such Contracts or their formation (including non-contractual disputes or claims) will be subject to the non-exclusive jurisdiction of the courts of England and Wales.