#### **THE WITCH'S HEART**

### **Website Terms and Conditions**

This website is operated by THE WITCH'S HEART ('we', 'us', 'our')

Below are the terms and conditions of this website. By proceeding with payment, you ('you', 'your', 'yours') agree and accept the terms and conditions.

#### 1) Ordering

- i) Mystery Boxes cannot be purchased alongside other items as they have their own shipping costs.
  - a) We reserve the right to cancel your order if you purchase a mystery box alongside other items.
  - b) We will contact you regarding payment of additional shipping fees to ship additional items and/or an invoice will be sent to your primary contact email.
  - c) Additional shipping fees are required to be paid before we dispatch your order. If you do not wish to pay the additional shipping fee the whole order will be cancelled and refunded.
- ii) Addresses must be complete and accurate at checkout; we are not held
  responsible for missing orders due to inaccurate addresses. An incorrect
  address will
  require additional postage, paid by the customer to re-send the order.

# 2) Payment

- i) Payment is accepted through Paypal for additional security. A Paypal account is not required to use our website, payment can be made as a guest through credit or debit card.
  - ii) Cash, cheque and bank transfer are not accepted.

#### 3) Mystery Box

By ordering one of our mystery boxes, you accept that:

- i) Our boxes are custom order pieces.
- ii) The mystery box should not be purchased alongside any other item (see 1i)
- iii) The mystery box is a pre-order purchase unless otherwise stated.

- a) Each pre-order box is dispatched on the 15th-17th of the month or the closest business day after this point.
- iv) Box price varies per month depending on the items included.
- v) Refunds and returns are not accepted on mystery boxes unless:
  - a) An item arrives damaged (see 9)
- b) The box does not arrive after waiting 20 business days and delivery has not been attempted.
- vi) If an item arrives damaged or has been missing from the box either:
  - a) A replacement item will be sent where possible.
  - b) A refund for the value of the item in relation to the value of the box.
- vii) Mystery boxes are based around a theme, each item within the box is based on such theme.
  - viii) The box is a single purchase and not a subscription.
  - ix) By ordering one of our boxes, you accept the rest of the Terms and Conditions.

### 4) Candle Safety

- i) Candle safety should be known and understood before candle products created by us are purchased and burned
  - ii) Candle safety should always be used.
- iii) We are not at fault for damages and/or injuries caused by candles used incorrectly and not in accordance to candle safety.

## 5) Order Cancellation

- i) Cancellation of an order without candles is accepted up to the date of dispatch, orders cannot be cancelled after dispatch.
  - ii) Cancellation of candles made custom to order may only be accepted if the candle/s have not already been made for the order in question.

#### 6) Shipping

- i) Orders containing candles require 1-2 weeks for processing before dispatch.
- ii) Orders without candles are dispatched within 3-5 business days.

- iii) Orders of mystery boxes are pre-orders and will be dispatched on the 15th-17th (or earliest business day after this date) the month after the order has been placed.
- iv) Before dispatching products, shipping must be paid in full, without complete payment we withhold the dispatch of the order.

### 7) Delivery

- i) Delivery is carried out by Royal Mail
- ii) Delivery date varies depending on your postal service but generally is completed within 3- 5 working days after dispatch.
  - iii) We are not held responsible for:
    - a) Failed delivery.
    - b) Orders not accepted or not being collected from the sorting office.
    - c) Incorrect address on order.
    - d) Parcels not being accepted or returned through lack of delivery.

### 8) Re-Shipping Orders

- i) We will re-ship any orders that have been returned to us if:
  - a) The order has been returned due to a fault on our end.
  - b) If the additional shipping costs have been paid in full.
- ii) We will not re-ship orders if:
  - a) Additional shipping fees have not been paid in full.

### 9) Damaged Goods

- i) It is the buyer's responsibility to check goods upon arrival.
- ii) If your item arrived damaged, please contact us within 15 days of arrival, with details and photographs of damage via email at: <a href="mailto:thewitchsheart@outlook.com">thewitchsheart@outlook.com</a>.

### 10) Refunds

- i) Refunds are permitted on orders that:
  - a) Do not arrive 60 days after dispatch.
  - b) Damaged or incorrect goods.
- ii) Refunds are not permitted on items that have been broken or damaged once with

the customer.

- iii) Refunds are not permitted due to misuse.
- iv) To request a refund on an item/s please contact us at: <a href="mailto:thewitchsheart@outlook.com">thewitchsheart@outlook.com</a> no later than 15 days after your item has been dispatched with details of the products and order, reasons for a refund request and images of the item if required to display damage or an incorrect product.

#### 11) Copyright

- i) All information on this website is the intellectual property of The Witch's Heart, do not copy or reproduce any information or images found on this website.
- ii) All product photos are property of The Witch's Heart unless otherwise stated and cannot be reproduced or taken from this website for personal or business use.
- iii) The Witch's Heart owns all intellectual property on the site, any information written without reference is considered our own intellectual property and is therefore under copyright.
- iv) You may print off our terms and conditions for later use through the link HERE, but no information from this website can be used for commercial use without first attaining permission in physical form.

### 12) Events beyond our control.

	i) We are not liable if orders are delayed by external occurrences beyond our control,
this	includes:

- a) Holidays
- b) Strikes
- c) Lockouts
- d) Civil Commotion
- e) Shipping Delays
- f) War or the threat of
- g) Terrorist Attacks
- h) Riot
- i) Decrees
- j) Legislation Acts and Regulations carried out by the government
- k) Inability for use of vehicles

I) Lockdowns and other covid-related limitations

# 13) Law and Jurisdiction

i) Any dispute against The Witch's Heart is to be governed by English law.

# 14) Privacy Policy

i) See our full privacy policy HERE.

# 15) Cookies

- i) Our website may store cookies on your computer.
- ii) Cookies are in no way dangerous to your computer; they cannot transmit viruses to your computer or send emails from your computer.

We reserve the right to alter these terms at any time. By completing your order, you agree that you have read and accepted these terms and conditions.