

Terms and Conditions for the Just Jhoom! Website www.justjhoom.co.uk

This T&C policy relates to Just Jhoom! Ltd which comprises but is not limited to the following subsidiaries and their corresponding websites: Jungle Jhoom! (www.junglejhoom.com)

1 The Owner

1.1 The Owner of this website is Just Jhoom! Ltd, a company registered in England and Wales. Company number 7027297.

2 Legal Notice

- 2.1 As a visitor to our Just Jhoom! website, you agree to these Terms and Conditions.
- 2.2 We reserve the right to modify, add or remove parts of these Terms and Conditions at any time.
- 2.3 You take responsibility for reviewing these Terms and Conditions each time you access the website.
- 2.4 If you do not wish to be bound by these Terms and Conditions, then you may not use our website.

3 Conditions of Use of Website

- 3.1 We use every possible effort to ensure that the information on our website is accurate and up-to-date.
- 3.2 Information is for guidance only and not intended to form any part of a contract.
- 3.3 Information can be changed at anytime, without notice.
- 3.4 You download or access any of the material at your own risk. You will be entirely responsible for any resulting damage (should it happen) to software or computer systems and/or any resulting loss of data.
- 3.5 This website may contain links to other third party websites. These links are provided for your convenience and we may receive affiliate compensation from some resources and websites mentioned on our site. You assume sole responsibility and liability for your use of such linked sites and any products associated with them.
- 3.6 We endeavour to make our website available and safe to use at all times. Just Jhoom! Ltd cannot accept any liability for our website's unavailability or any errors or viruses that it may contain. You must not attempt to interfere with the proper working of our website and, in particular, you must not attempt to circumvent security, tamper with, hack into, or otherwise disrupt any computer system, server, website, router or any other internet-connected device.
- 3.7 This Website is not directed to individuals under 18 years.

4 Copyright

- 4.1 Except where expressly stated to the contrary, all copyright and other intellectual property rights in this Website and its contents (including but not limited to the text, graphics, logos, images, digital downloads, dance choreography, training information, videos, ideas, steps, routines) are copyright material. At no time should any part of this website be reproduced for public consumption. Permanent copying or storage of whole or part of this website, or the information contained within it, in any form whether on paper or electronically is strictly prohibited (unless otherwise stated in the training programmes).
- 4.2 Our commercial partners, instructors, contractors, and other third parties may also have additional proprietary rights to content which they make available on this website. You may not publish, modify, sell, distribute, or participate in the transfer or sale of any of the content, in whole or in part.
- 4.3 Unless otherwise indicated, these Terms and Conditions apply to your use of the Just Jhoom! Ltd website including without limitation, all content (defined as all information and data that is part of this website, including, classes, videos, written text, and posted graphics and images), code, software, tables, and scripts.
- 4.4 The term Just Jhoom! and the logo are the trademarks of Just Jhoom! Ltd. You are not permitted to use these registered trademarks without the written permission of Just Jhoom! Ltd.

5 Liability

- 5.1 Please note that the steps and exercises contained within any Just Jhoom! routines whether online, DVD or in person may not be suitable for everyone and this or any other exercise programme may result in injury. Any participant of the exercise programme assumes the risk of injury resulting from performing the exercises. If you are unsure of the suitability of the routine or suffer from any medical complaint please consult your doctor. Pregnant women should be especially careful and should consult their doctor before attempting any of the exercises. Just Jhoom! Ltd, our instructors and our third parties and affiliates shall not be liable for any claims for injuries or damages whatsoever, resulting from or connected with the use of this site and any of its programmes. We further disclaim any liability caused by intentional or unintentional negligence. (This applies to any routines in all of the Just Jhoom! programmes - including Just Mindfulness!, Teach Bollywood Dance, Jungle Jhoom! and Aspects of Indian Culture.)

- 5.2 Any participant of the mindfulness programmes assumes the risk of injury resulting from performing the meditations, activities and mindful movement. If you are unsure of the suitability of programme content or suffer from any medical complaint (including mental health issues) please consult your doctor. Pregnant women should be especially careful and should consult their doctor before attempting any of the activities. Any physical exercise (mindful movement) should be performed at a pace which feels comfortable to you. Pain/discomfort is the body's warning system and should NOT be ignored. If any meditation or mindfulness activity does not feel right for you, or you feel uncomfortable or unsure about doing the activity – please respect your body/mind and stop the activity. Just Jhoom! Ltd accepts no liability for any form of personal injury related to participation of the programmes
- if your doctor has advised against doing these sessions; and/or
 - if you fail to observe instructions
- 5.3 Just Jhoom! Ltd will not be liable under these terms and conditions for any increase in loss or damage resulting from a breach by any website user of these terms and conditions.

Just Jhoom! Shop

1 Contract of Purchase

1.1 Definitions

"Conditions" means these terms and conditions and the Special Conditions; "Product" means a product displayed for sale on the Website; "Product Description" means that part of the Website where certain terms and conditions in respect of the individual Product are provided; "Special Conditions" means the terms and conditions in the Product Description; "Users" means the users of the Website collectively; "Personal Information" means the details provided by you on registration; "We/us" means Just Jhoom! Ltd; "Website" means the website located at www.justjhoom.co.uk or any subsequent URL which may replace it; "Cookies" means small text files which our Website places on your computer's hard drive to store information about your shopping session and to identify your computer; "United Kingdom" means England, Wales, Scotland, Northern Ireland and the Channel Islands and "You" means a user of this Website.

1.2 A contract of purchase is created when:

- You place the order for your products on the Website by pressing the confirm order button at the end of the checkout process. You will be guided through the process of placing an order by a series of simple instructions on the Website.
- We will send to you an order acknowledgement email detailing the products you have ordered. This is not an order confirmation or order acceptance from www.justjhoom.co.uk
- Order acceptance and the completion of the contract between you and us will take place on the dispatch to you of the Products ordered unless we have notified you that we do not accept your order, or you have cancelled it in accordance with the instructions laid out in these conditions.

1.3 Non-acceptance of an order may be a result of one of the following:

- The product you ordered being unavailable from stock
- Our inability to obtain authorisation for your payment
- The identification of a pricing or product description error

2 Product Availability

2.1 If when you place an order the item is out of stock, if we can place it on back order for you and deliver it to you when it becomes available again we will do so. We will endeavour to provide you with regular progress reports.

2.2 We update the site as soon as new products become available so check back from time to time.

3 Payment

3.1 In order to purchase Products from our website, you must submit a valid credit or debit card. You warrant that the payment card you submit is yours. All credit/debit card holders are subject to validation checks and authorisation by the card issuer. Just Jhoom! Ltd is not responsible in the event that your payment card provider refuses to authorise payments.

3.2 Credit Card Security - Just Jhoom! uses Stripe.com, a well known and respected online company to provide a secure environment for your transactions.

3.3 If you wish, you may also send us a cheque (from UK customers only), but this will delay your order as we must wait for your funds to clear before we ship any merchandise. Cheques need to be made out to Just Jhoom! Ltd.

3.4 We do not store any financial data on our systems.

3.5 In spite of our best efforts, it is possible that there maybe a pricing error on our Website. We do, however, confirm prices as part of our dispatch procedures. Where a Product's actual price is lower than that stated on the Website, we will charge the lower amount and send you the Product.

- If, however, the actual price is higher than that stated on the Website, we will, at our discretion, either contact you for instructions before dispatch or cancel your order and notify you of such cancellation.
- 3.6 We are currently not VAT registered so prices listed are the price you pay, but do not include a reclaimable amount of VAT as we cannot supply you with a VAT invoice.
- 3.7 All Product prices on the Website are displayed in UK Sterling.

4 Dispatch

- 4.1 In the UK our goods are normally dispatched using couriers or Royal Mail. Postage and Packaging for all our products is extra to the price of the product.
- 4.2 We aim to dispatch all items within 5-7 working days.
- 4.3 Delivery is normally 5-7 working days after dispatch in the UK and up to 28 days for international orders. These are, however, simply guidelines. We cannot guarantee that items will be delivered within the suggested timeframe as delays do occur. We will keep you updated at all times on dispatch dates or estimated dispatch dates if your item is on back order.
- 4.4 Overseas buyers are responsible for any import charges. No import taxes or charges will be paid for by Just Jhoom! Ltd.
- 4.5 Should you fail to collect or respond to a delivery and the parcel is returned to us, the ACTUAL cost of re-sending your items will be your responsibility.
- 4.6 It is your responsibility to inform us of any change of address or other relevant details such as payment card details.

5 Returns Policy

- 5.1 If you have a Product which requires to be returned to us please contact us for a Returns Number (RN) before you mail it to us. If you do not have a Returns Number, any refund due may be delayed. As soon as you are in receipt of a returns number please post the product to us at:
Returns Department
Just Jhoom! Ltd
3 Cameron Close
Cranleigh
Surrey
GU6 8EB
Please include your name and address, telephone number, email address, Returns Number (RN) and reason for return for our information.
- 5.2 It is your responsibility to keep the Product in good condition and to return it to us safely, all original packaging should be returned and it is strongly advised that returned items are sent via a tracked service.
- 5.3 We will issue any refunds as soon as we receive the Product from you. Please note refunds may be given in the form of a cheque.
- 5.4 If you decide to return a Product the cost of return shipping is usually your responsibility. However, in some circumstances, where the Product is faulty we may agree to refund your shipping costs, this is entirely at our discretion. All returns must be notified to us within 7 working days of receipt and returned within 14 days of receipt as in line with distance selling regulations. After this time returns are only accepted at our discretion.
- 5.5 When returning Products on which you have received any promotional or other discount the refund will only cover the price you paid.
- 5.6 Your right to return Products does NOT apply to Products which fall into the following categories unless they are faulty:
- Goods made to your specification
 - Subscriptions or courses for which payment has been received. These are non-refundable.
 - Unsealed CDs, DVDs, tapes or other recording media, software or videos
- 5.7 Any clothes must be returned in original packaging, unopened, or in perfect condition. In order for the product to be in perfect condition, it must be unworn, unwashed, and have no traces of hair, deodorant, makeup, or distinctive smells.
- 5.8 If your returned item does not meet the above criteria, or is determined to be not faulty, we will contact you within 30 days to discuss further action.

6 Your Right to Cancel

- 6.1 You have the right to cancel your contract with us if you so wish provided that you exercise your right and notify us no longer than 7 working days after the day on which you receive the Products.
- 6.2 In order to cancel you MUST contact us by email, all items must be returned within 14 working days from the day after delivery.
- 6.3 It is your responsibility to return the item to us in good condition, failure to do so may result in us claiming the value of the goods from you through legal channels.

- 6.4 All items should be sent using a tracked service at your own cost.
- 6.5 We will refund the original purchase price minus the amount it has cost us to send you the Product, provided that you have notified us in writing no longer than 7 working days after the day on which you receive the Products, and that you have taken reasonable care of the Products and not used them.
- 6.6 Please follow the procedure set out in our Returns Policy section.
- 6.7 If you do not return the Products within 14 days of your cancellation, you will be deemed to have accepted the Products, at which point a new purchase contract will be made and you will be charged for your order at the price set out on the Website.

Please note that your right to cancel is subject to our Terms and Conditions.

7 Online Training Courses

7.1 Refund Policy for Online Learning and Training Courses

Where an online course has been purchased and access given to the customer via our website, we have a 14-day back guarantee (from date of purchase) as long as less than 50% of the course has been completed.

7.2 Delivery of course

Delivery is instant via a membership programme on the website. On payment, the user will get immediate access to Module 1 in every course (unless otherwise stated). The delivery of subsequent modules depends on course type.

8 The Just Jhoom! Online Shop

The Just Jhoom! Online Shop is completely dedicated to your total satisfaction.

If you have any suggestions or comments please email us admin@justjhoom.co.uk

General

If any of the provisions of these Terms and Conditions are held to be invalid or unenforceable in whole or in part, that part shall be severed from the remainder of the provisions and the validity of the other provisions and the remainder of the provision in question shall not be affected.

We may alter these terms and conditions from time to time and post the new version on our website, following which all use of our website will be governed by that version. You must check the terms and conditions on the website regularly.

These terms and conditions shall be governed by, and construed in accordance with English law.

Contact

If you have any questions or concerns about these terms and conditions please email admin@justjhoom.co.uk or write to Just Jhoom! Ltd, PO Box 142, Cranleigh, Surrey, GU6 8ZX