



This document contains our Terms and Conditions and Privacy Policy. In accessing this website it is important that you know and understand the following:

1. How to use the website.
2. What happens when you place an order.
3. How to contact us.
4. What are general guidelines for operating the website are and
5. Our privacy policy (we really respect privacy here!)

If you have questions about this please do not hesitate in contacting [soul@sarupashah.com](mailto:soul@sarupashah.com). We value our connection and business with you!

Terms and Conditions:

WELCOME TO THE SOUL AGENCY WEBSITE TERMS AND CONDITIONS FOR USE. THESE TERMS AND CONDITIONS APPLY TO THE USE OF THIS WEBSITE AT: <http://www.sarupashah.com>. BY ACCESSING THIS WEBSITE AND/OR PLACING AN ORDER, YOU AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS.

USING THIS WEBSITE INDICATES THAT YOU ACCEPT THESE TERMS REGARDLESS OF WHETHER OR NOT YOU CHOOSE TO REGISTER WITH US OR ORDER FROM US. IF YOU DO NOT ACCEPT THESE TERMS, DO NOT USE THIS WEBSITE.

The <http://www.sarupashah.com> website is operated by: Sarupa Shah trading as **Heavenly Spaces Ltd.**

Our contact details are as follows:

**Trading address:** 6 Trafalgar Terrace, Harrow on the Hill, Middlesex, HA1 3EU UK

**General email:** [soul@sarupashah.com](mailto:soul@sarupashah.com)

Telephone number: +44(0)7005 808456

## 1. INTRODUCTION

1.1 This website is free to access but in some cases you may be required to register or pay for access to certain pages which contain specific information for members.

1.2 We may revise these terms and conditions at any time by updating this posting. You should check this Website from time to time to review the then current terms and conditions, because they are binding on you. Certain provisions of these terms and conditions may be superseded by expressly designated legal notices or terms located on particular pages of this Website. If you do not wish to accept any new terms and conditions after we have given notice, you should not continue to use this Website.

## 2. ORDERING FROM US

2.1 You are deemed to place an order with us by ordering via our online checkout process or through the eZine - **Soul Schmooze**, or via the telephone. As part of our checkout process you will be given the opportunity to check your order and to correct any errors. We will send you an order acknowledgement, detailing the products/services you have ordered.

2.2 Our acceptance of an order takes place when we despatch the order. When we despatch the order the purchase contract will be made even if your payment has been processed immediately, unless we have notified you that we do not accept your order or you have cancelled your order.

2.3 We may refuse to accept an order:

- (a) where goods are not available;
- (b) where we cannot obtain authorisation for your payment;
- (c) if there has been a pricing or product description error; or
- (d) if you do not meet any eligibility criteria set out in our terms and conditions.

2.4 Where we are delivering goods to you our standard procedure unless you indicate and pay otherwise is to use second class royal mail. We are not liable for postal strikes or for items lost in the post - this falls into the jurisdiction of the mail carrier - which unless otherwise stated is Royal Mail. Standard delivery is 21 days.

2.4 Electronic/download items are delivered via email. It is your responsibility to check that your email account is operating and to ensure that emails are not ending up in your junk folder.

2.5 Any electronic items or downloadable items are only for your use and cannot be circulated or sold on without explicit permission from Heavenly Spaces Ltd.

### 3. PRICING

3.1 Where we charge separately for packing, carriage and insurance and other relevant charges, the appropriate rates are set out in our specified pricing structure shown elsewhere on this Website.

3.2 Our prices are reviewed periodically and the next review will be on 18/08/2012.

### 4. CANCELLATION AND RETURNS POLICY

4.1 If you wish to cancel your order:

(a) you can notify us by email to [soul@sarupashah.com](mailto:soul@sarupashah.com) before we have dispatched the goods to you; or

(b) where goods have already been dispatched to you, by returning goods to us in accordance with clause 4.2 below.

4.2 **Heavenly Spaces Sarupa Shah** 'sprays,' and essences cannot be put forward for a refund as we cannot be sure that they have not been used. If you are returning such items we will dispose of them on your behalf. The costs of returning goods to us will be met by you.

4.3 Other 'products' upon receipt of the goods we will give you a full refund of the amount paid for the product itself or an exchange credit as required.

4.4 The rights to return the goods to us as referred to in clause 4.3 will not apply in the following circumstances:

in the event that the product has been used in the case of software, audio or visual products, where the packaging has been unsealed.

4.5 refunds on live training events, group and individual programmes and other 'services' are bound by the terms and conditions for that particular service and always at the discretion of **Sarupa Shah**. In general once training has started and you are a no show for whatever reason then no refund is due. Prior to a training commencing refunds are available less admin charges and other fees on a sliding scale. Please check the terms and conditions for your particular contract if provided, however what is stated here is company policy and will not be deviated from. In signing up and purchasing products or services you are agreeing to these terms and conditions and further agreements are supplementary to the points agreed here. Please note that any additional (if there are any) terms and conditions are given to you at the outset of your signing up for any training service.

The provisions of this clause 4.4 or 4.5 do not affect your statutory rights.

### 5. LICENCE

5.1 You are not permitted to print and download extracts from this Website for your own use without written confirmation from the website owner - Sarupa Shah.

5.2. Any breach of this will be considered under current copyright law.

## **6. SERVICE ACCESS**

6.1 While we endeavour to ensure that this Website is normally available 24 hours a day, we will not be liable if for any reason this Website is unavailable at any time or for any period.

6.2 Access to this Website may be suspended temporarily and without notice in the case of system failure, maintenance or repair or for reasons beyond our control.

## **7. VISITOR MATERIAL AND CONDUCT**

7.1 Other than personally identifiable information, which is covered under the Privacy Policy any material you transmit or post to this Website will be considered non-confidential and non-proprietary. We will have no obligations with respect to such material. We and our nominees will be free to copy, disclose, distribute, incorporate and otherwise use such material and all data, images, sounds, text and other things embodied therein for any and all commercial or non-commercial purposes.

7.2 You are prohibited from posting or transmitting to or from this Website any material:

(a) that is threatening, defamatory, obscene, indecent, seditious, offensive, pornographic, abusive, liable to incite racial hatred, discriminatory, menacing, scandalous, inflammatory, blasphemous, in breach of confidence, in breach of privacy or which may cause annoyance or inconvenience;

(b) for which you have not obtained all necessary licences and/or approvals;

(c) which constitutes or encourages conduct that would be considered a criminal offence, give rise to civil liability, or otherwise be contrary to the law of or infringe the rights of any third party, in the UK or any other country in the world; or

(d) which is technically harmful (including, without limitation, computer viruses, logic bombs, Trojan horses, worms, harmful components, corrupted data or other malicious software or harmful data).

7.3 You may not misuse the Website (including, without limitation, by hacking).

7.4 We will fully co-operate with any law enforcement authorities or court order requesting or directing us to disclose the identity or locate anyone posting any material in breach of clauses 7.2 or 7.3.

## **8. LINKS TO AND FROM OTHER WEBSITES**

8.1 Links to third party websites on this Website are provided solely for your convenience. If you use these links, you leave this Website. We have not reviewed all of these third party websites and do not control and are not responsible for these websites or their content or availability. We therefore do not endorse or make any representations about them, or any material found there, or any results that may be obtained from using them. If you

decide to access any of the third party websites linked to this Website, you do so entirely at your own risk.

8.2 If you would like to link to this Website, you may only do so on the basis that you link to, but do not replicate, the home page of this Website, and subject to the following conditions:

(a) you do not create a frame or any other browser or border environment around this Website;

(b) you do not in any way imply that we are endorsing any products or services other than our own;

(c) you do not misrepresent your relationship with us nor present any other false information about us;

(d) you do not otherwise use any [Sarupa Shah or The Soul Agency](#) trademarks displayed on this Website without our express written permission;

(e) your website does not contain content that is distasteful, offensive or controversial, infringes any intellectual property rights or other rights of any other person or otherwise does not comply with all applicable laws and regulations.

We expressly reserve the right to revoke the right granted in this clause 8.2 for breach of these terms and to take any action we deem appropriate.

8.3 You shall fully indemnify us for any loss or damage we or any of our group companies may suffer or incur as a result of your breach of clause 8.2.

## 9. REGISTRATION

9.1 To register with <http://www.sarupashah.com> you must be over eighteen years of age.

9.2 Each registration is for a single user only. We do not permit you to share your user name and password with any other person nor with multiple users on a network.

9.3 Responsibility for the security of any passwords issued rests with you and if you know or suspect that someone else knows your password, you should contact us immediately.

9.4 We may suspend or cancel your registration immediately at our reasonable discretion or if you breach any of your obligations under these terms and conditions.

## 10. DISCLAIMER

10.1 While we endeavour to ensure that the information on this Website is correct, we do not warrant the accuracy and completeness of the material on this Website. We may make changes to the material on this Website, or to the products and prices described in it, at any time without notice. The material on this Website may be out of date, and we make no commitment to update such material.

10.2 The material on this Website is provided “as is” without any conditions, warranties or other terms of any kind. Accordingly, to the maximum extent permitted by law, we provide you with this Website on the basis that we exclude all representations, warranties, conditions and other terms (including, without limitation, the conditions implied by law of satisfactory

quality, fitness for purpose and the use of reasonable care and skill) which but for these terms and conditions might have effect in relation to this Website.

## **11. LIABILITY**

11.1 We, any other party (whether or not involved in creating, producing, maintaining or delivering this Website), and any of our group companies and the officers, directors, employees, shareholders or agents of any of them, exclude all liability and responsibility for any amount or kind of loss or damage that may result to you or a third party (including without limitation, any direct, indirect, punitive or consequential loss or damages, or any loss of income, profits, goodwill, data, contracts, use of money, or loss or damages arising from or connected in any way to business interruption, and whether in tort (including without limitation negligence), contract or otherwise) in connection with this Website in any way or in connection with the use, inability to use or the results of use of this Website, any websites linked to this Website or the material on such websites, including but not limited to loss or damage due to viruses that may infect your computer equipment, software, data or other property on account of your access to, use of, or browsing this Website or your downloading of any material from this Website or any websites linked to this Website.

11.2 Nothing in these terms and conditions shall exclude or limit our liability for (i) death or personal injury caused by negligence (as such term is defined by the Unfair Contract Terms Act 1977); (ii) fraud; (iii) misrepresentation as to a fundamental matter; or (iv) any liability which cannot be excluded or limited under applicable law.

11.3 If your use of material on this Website results in the need for servicing, repair or correction of equipment, software or data, you assume all costs thereof.

11.4 You agree to indemnify us fully, defend and hold us, and our officers, directors, employees and agents, harmless from and against all claims, liability, damages, losses, costs (including reasonable legal fees) arising out of any breach of the terms and conditions by you, or your use of this Website, or the use by any other person using your registration details.

## **12. GOVERNING LAW AND JURISDICTION**

12.1 These terms and conditions shall be governed by and construed in accordance with English law. Disputes arising in connection with these terms and conditions shall be subject to the exclusive jurisdiction of the English courts.

12.2 We do not warrant that materials/items for sale on the Website are appropriate or available for use outside the United Kingdom. It is prohibited to access the Website from territories where its contents are illegal or unlawful. If you access this Website from locations outside the United Kingdom, you do so at your own risk and you are responsible for compliance with local laws.

## 13. MISCELLANEOUS

13.1 You may not assign, sub-license or otherwise transfer any of your rights under these terms and conditions

13.2 If any provision of these terms and conditions is found by any court of competent jurisdiction to be invalid, the invalidity of that provision will not affect the validity of the remaining provisions which shall continue to have full force and effect.

13.3 Only the parties to these terms and conditions may seek to enforce them under the Contracts (Rights of Third Parties) Act 1999.

### Privacy Policy

Sarupa Shah is committed to preserving the privacy of all visitors to our website at <http://www.sarupashah.com>. Please read the following privacy policy to understand how we use and protect the information that you provide to us.

By registering or placing an order on this website, you consent to the collection, use and transfer of your information under the terms of this policy.

### INFORMATION THAT WE COLLECT FROM YOU

When you visit, register or order products or services on <http://www.sarupashah.com> you may be asked to provide certain information about yourself including your name, contact details and credit or debit card information. **Please note we do not store or collect private financial information other than that needed for company account purposes.**

Where you are paying for items on payment plans, i.e. spread over a certain time - your payment details are stored by our current merchant provider - which as of TBC is TBC

We may also collect information about your usage of our website as well as information about you from messages you post to the website and e-mails or letters you send to us.

To maintain customer service standards and to assist staff training, we may record and monitor incoming calls.

## USE OF YOUR INFORMATION

Your information will enable us to provide you with access to all parts of our website and to supply the goods or services you have requested. It will also enable us to bill you and to contact you where necessary concerning your orders. We will also use and analyse the information we collect so that we can administer, support, improve and develop our business.

In particular, we may use your information to contact you for your views on our services and to notify you occasionally about important changes or developments to the website or our services. Further, where you have consented, we might also use your information to let you know by email about other products and services which we offer which may be of interest to you. If you change your mind about being contacted in the future, please let us know.

## DISCLOSURE OF YOUR INFORMATION

The information you provide to us may be accessed by or given to third parties some of whom may be located outside the European Economic Area who act for us for the purposes set out in this policy or for other purposes approved by you. Those parties process information, fulfill and deliver orders, process credit card payments and provide support services on our behalf. We may also pass aggregate information on the usage of our website to third parties but this will not include information that can be used to identify you.

Where you have consented when providing us with your details, we may also allow other companies in our group, to contact you occasionally about products and services which may be of interest to you. They may contact you by e-mail. If you change your mind about being contacted by these companies in the future, please let us know at [soul@sarupashah.com](mailto:soul@sarupashah.com).

Finally, if our business enters into a joint venture with or is sold to or merged with another business entity, your information may be disclosed to our new business partners or owners.

Countries outside the European Economic Area do not always have strong data protection laws. However, we will always take steps to ensure that your information is used by third parties in accordance with this policy.



Unless required to do so by law, we will not otherwise share, sell or distribute any of the information you provide to us without your consent.

## **COOKIES**

Cookies are small amounts of information which we may store on your computer.

Unless you have indicated your objection when disclosing your details to us, our system will issue cookies to your computer when you log on to the site. Cookies make it easier for you to log on to and use the site during future visits. They also allow us to monitor website traffic and to personalise the content of the site for you. You may set up your computer to reject cookies by following the relevant instructions which can be found at [www.aboutcookies.org](http://www.aboutcookies.org). In that case, you may not be able to use certain features on our site. If you do not wish to receive cookies in the future, please let us know [atsoul@sarupashah.com](mailto:atsoul@sarupashah.com).

## **SECURITY AND DATA RETENTION**

We employ security measures to protect your information from access by unauthorised persons and against unlawful processing, accidental loss, destruction and damage. We will retain your information for a reasonable period or as long as the law requires.

## **ACCESSING AND UPDATING**

You are entitled to see the information held about you and you may ask us to make any necessary changes to ensure that it is accurate and kept up to date. If you wish to do this, please contact us at [soul@sarupashah.com](mailto:soul@sarupashah.com). We are entitled by law to charge a fee of £10 to meet our costs in providing you with details of the information we hold about you.

## **CHANGES TO OUR PRIVACY POLICY**

Any changes to our privacy policy in the future will be posted to the website and, where appropriate, through e-mail notification.

## **CONTACT**

[www.sarupashah.com](http://www.sarupashah.com)  
Tel: +44 07005 808456  
E: [soul@sarupashah.com](mailto:soul@sarupashah.com)

All comments, queries and requests relating to our use of your information are welcomed and should be addressed to [soul@sarupashah.com](mailto:soul@sarupashah.com).