**TERMS OF SERVICE**

PLEASE READ THESE TERMS OF SERVICE CAREFULLY BEFORE USING THIS SITE

**WHO WE ARE AND HOW TO CONTACT US**

www.celticcalm.co.uk is a site operated by Celtic Calm and Wellbeing Limited (“We”). We are registered in Scotland under company number SC722760 and have our registered office at c/o JRW, 5 Castle Terrace, Edinburgh, EH1 2DP.

To contact us, please email Louyse@celticcalm.co.uk or telephone our customer service line on +44 7947 628 981.

By using our site, you confirm that you accept these terms of service and that you agree to comply with them.

If you do not agree to these terms, you must not use our site.

We recommend that you print a copy of these terms for future reference.

Any new features or tools which are added to the current store shall also be subject to the Terms of Service. You can review the most current version of the Terms of Service at any time on this page. We reserve the right to update, change or replace any part of these Terms of Service by posting updates and/or changes to our website. It is your responsibility to check this page periodically for changes. Your continued use of or access to the website following the posting of any changes constitutes acceptance of those changes.

Our store is hosted on Wix.com. They provide us with the online e-commerce platform that allows us to sell our products to you.

Our site is directed to people residing in the United Kingdom. We do not represent that content available on or through our site is appropriate for use or available in other locations.

The headings used in this agreement are included for convenience only and will not limit or otherwise affect these Terms.

**SECTION 1 – WEBSITE TERMS**
By agreeing to these Terms of Service, you represent that you are at least the age of 18.

You may not use our products for any illegal or unauthorized purpose nor may you, in the use of the website, violate any laws in your jurisdiction (including but not limited to copyright laws).

You must not transmit any worms or viruses or any code of a destructive nature.

A breach or violation of any of the Terms will result in an immediate termination.

**SECTION 2 – GENERAL CONDITIONS**
We reserve the right to refuse service to anyone for any reason at any time.

You understand that your content (not including credit card information), may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices. Credit card information is always encrypted during transfer over networks.

You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the website without express written permission by us.

**SECTION 3 – ACCURACY, COMPLETENESS AND TIMELINESS OF INFORMATION**
We are not responsible if information made available on this website is not accurate, complete or current. The material on this website is provided for general information only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete or more timely sources of information. Any reliance on the material on this website is at your own risk.

This website may contain certain historical information. Historical information, necessarily, is not current and is provided for your reference only. We reserve the right to modify the contents of this website at any time, but we have no obligation to update any information on our website. You agree that it is your responsibility to monitor changes to our website.

**SECTION 4 – MODIFICATIONS TO THE WEBSITE AND PRICES**
Prices for our products are subject to change without notice.

We reserve the right at any time to modify or discontinue the website (or any part or content thereof) without notice at any time.

We shall not be liable to you or to any third-party for any modification, price change, suspension or discontinuance of the website.

**SECTION 5 – PRODUCTS**
Certain products may be available exclusively online through the website. These products may have limited quantities and are subject to return or exchange only according to our Return Policy.

We have made every effort to display as accurately as possible the colours and images of our products that appear on the website. We cannot guarantee that your computer monitor’s display of any colour will be accurate.

We do not supply our products to USA or India. We reserve the right, but are not obligated, to limit the sales of our products to any person, geographic region or jurisdiction. We may exercise this right on a case-by-case basis. We reserve the right to limit the quantities of any products that we offer.

All descriptions of products or product pricing are subject to change at anytime without notice, at the sole discretion of us. We reserve the right to discontinue any product at any time. Any offer for any product made on this website is void where prohibited.

We do not warrant that the quality of any products purchased or obtained by you will meet your expectations.

**SECTION 6 – ACCURACY OF BILLING AND ACCOUNT INFORMATION**
We reserve the right to refuse any order you place with us. We may, in our sole discretion, limit or cancel quantities purchased per person, per household or per order. These restrictions may include orders placed by or under the same customer account, the same credit card, and/or orders that use the same billing and/or shipping address. In the event that we make a change to or cancel an order, we may attempt to notify you by contacting the e‑mail and/or billing address/phone number provided at the time the order was made. We reserve the right to limit or prohibit orders that, in our sole judgment, appear to be placed by dealers, resellers or distributors.

You agree to provide current, complete and accurate purchase and account information for all purchases made at our website. You agree to promptly update your account and other information, including your email address and credit card numbers and expiration dates, so that we can complete your transactions and contact you as needed.

For more detail, please review our Returns Policy.

**SECTION 7 – THIRD-PARTY LINKS**
Certain content and products may include materials from third-parties.

Third-party links on this website may direct you to third-party websites that are not affiliated with us. We are not responsible for examining or evaluating the content or accuracy and we do not warrant and will not have any liability or responsibility for any third-party materials or websites, or for any other materials, products, or services of third-parties.

We are not liable for any harm or damages related to the purchase or use of goods, services, resources, content, or any other transactions made in connection with any third-party websites. Please review carefully the third-party’s policies and practices and make sure you understand them before you engage in any transaction. Complaints, claims, concerns, or questions regarding third-party products should be directed to the third-party.

**SECTION 8 – USER COMMENTS, FEEDBACK AND OTHER SUBMISSIONS**
If, without a request from us, you send creative ideas, suggestions, proposals, plans, or other materials, whether online, by email, by postal mail, or otherwise (collectively, ‘comments’), you agree that we may, at any time, without restriction, edit, copy, publish, distribute, translate and otherwise use in any medium any comments that you forward to us.

We are and shall be under no obligation (1) to maintain any comments in confidence; (2) to pay compensation for any comments; or (3) to respond to any comments.

We may, but have no obligation to, monitor, edit or remove content that we determine in our sole discretion are unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or otherwise objectionable or violates any party’s intellectual property or these Terms of Service.

You agree that your comments will not violate any right of any third-party, including copyright, trademark, privacy, personality or other personal or proprietary right. You further agree that your comments will not contain slanderous, libelous or otherwise unlawful, abusive or obscene material, or contain any computer virus or other malware that could in any way affect the operation of the website. You may not use a false e‑mail address, pretend to be someone other than yourself, or otherwise mislead us or third-parties as to the origin of any comments. You are solely responsible for any comments you make and their accuracy. We take no responsibility and assume no liability for any comments posted by you or any third-party.

**SECTION 9 – PERSONAL INFORMATION**
Your submission of personal information through the website is governed by our Privacy Policy. To view our Privacy Policy click here.

**SECTION 10 – ERRORS, INACCURACIES AND OMISSIONS**
Occasionally there may be information on our website that contains typographical errors, inaccuracies or omissions that may relate to product descriptions, pricing, promotions, offers, product shipping charges, transit times and availability. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel orders if any information is inaccurate at any time without prior notice (including after you have submitted your order).

We undertake no obligation to update, amend or clarify information in the website, including without limitation, pricing information, except as required by law. No specified update on the website should be taken to indicate that all information on the website has been modified or updated.

**SECTION 11 – PROHIBITED USES**
In addition to other prohibitions as set forth in the Terms of Service, you are prohibited from using the website or its content: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, or domestic regulations, rules, laws, or local ordinances; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information; (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the website or the Internet; (h) to collect or track the personal information of others; (i) to spam, phish, pharm, pretext, spider, crawl, or scrape; (j) for any obscene or immoral purpose; or (k) to interfere with or circumvent the security features of the website or the Internet. We reserve the right to terminate your use of the website for violating any of the prohibited uses.

**SECTION 12 - TRANSFERENCE OF PROPERTY OWNERSHIP**

We shall retain the legal ownership of the goods until full payment has been made by you and such payment has been received by us. Legal ownership of the goods will immediately revert to us if we refund any such payment to you. All products we may supply you are for personal use only and cannot be re-sold.

**SECTION 13 - RETURNS PROCEDURE**

All goods can be exchanged or refunded that have been unopened or unused within 14 days of receipt. We cannot refund or exchange any used or opened goods for hygiene reasons. To make a return email us at Louyse@celticcalm.co.uk with the following information: – order reference number – the reason for return – whether you require a refund or exchange. We will issue you a returns authorisation number, after which you can return the unopened goods with the returns authorisation number attached. Please send to: 12 Knocklea, Biggar, South Lanarkshire, Scotland, ML12 6EE. We regret we cannot refund any postage charges incurred if you have changed your mind about your purchase.

**SECTION 14 - CANCELLATION**

Any cancellation must be made within 24 hours. To notify us please email to Louyse@celticcalm.co.uk the word CANCELLATION and order number in the subject section. If your cancellation request comes in after we have dispatched the goods, please follow the process outlined in Returns Procedure. Your statutory rights are not affected. We regret we cannot refund any postage charges incurred if you have changed your mind once the goods have been dispatched.

**SECTION 15 - LIMITED LIABILITY**

The provisions of this section relate to the use of this website only and do not affect the statutory rights of consumers. The material displayed on our site is provided on an “as is” basis without any guarantees, conditions or warranties as to its accuracy. All products delivered to you through the website are provided ‘as is’ and ‘as available’ for your use, without, to the extent permitted by law, any representation, warranties or conditions of any kind, either express or implied, including all implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, durability, title, and non-infringement.

You expressly agree that your use of, or inability to use, the website is at your sole risk.

We only provide our website for domestic and private use. You agree not to use our website for any commercial or business purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

This does not affect our liability for death or personal injury arising from our negligence, nor our liability for fraudulent misrepresentation or misrepresentation as to a fundamental matter, nor any other liability which cannot be excluded or limited under applicable law.

**SECTION 16 - HOW YOU MAY USE MATERIAL ON OUR WEBSITE**

 We are the owner or the licensee of all intellectual property rights in our website, and in the material published on it.  Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

You may print off and download extracts of any page(s) from our website for your personal use.

You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

Our status (and that of any identified contributors) as the authors of content on our website must always be acknowledged.

You must not use any part of the content on our website for commercial purposes without obtaining a licence to do so from us or our licensors.

If you print off, copy or download any part of our website in breach of these terms of use, your right to use our website will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

**SECTION 17 - INDEMNIFICATION**

You agree to defend, indemnify and hold us harmless for any loss, damages or costs, including reasonable legal fees, resulting from any third-party claim, action, or demand resulting from any unauthorised use of the website by you. You also agree to indemnify us for any loss, damages, or costs, including reasonable legal fees, resulting from your use of software robots, spiders, crawlers, or similar data gathering and extraction tools, or any other action you take that imposes an unreasonable burden or load on our infrastructure.

**SECTION 18 – SEVERABILITY**
In the event that any provision of these Terms of Service is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms of Service, such determination shall not affect the validity and enforceability of any other remaining provisions.

**SECTION 19 – ENTIRE AGREEMENT**
The failure of us to exercise or enforce any right or provision of these Terms of Service shall not constitute a waiver of such right or provision.

**SECTION 20 – GOVERNING LAW**

These Terms of Service, their subject matter and their formation, are governed by Scottish law. You and we both agree that the courts of Scotland will have exclusive jurisdiction.

**SECTION 21 - RISK WARNINGS – SIDE EFFECTS OF CBD MAY INCLUDE**

All products on this website have not been manufactured with the intention of treating, diagnosing, curing or preventing any illnesses. We recommend consulting with your own licensed physician before using any product on this site.