Terms and Conditions - Jorvik Ghosts

Returns and Refunds Policy for JorvikGhosts.com

We hope you love your purchase. If not, this policy explains how to cancel and return in line with UK consumer law.

Cooling-off period for UK consumers

- You have 14 days from the day after delivery to cancel without giving a reason under the Consumer Contracts Regulations 2013.
- Tell us you wish to cancel by emailing info@jorvikghosts.com or by using the model cancellation form below within the 14 day period.
- After notifying us, you then have a further 14 days to send the goods back.

Condition of returned items

Items must be returned unused, in the same condition you received them, with original packaging and any accessories. You are responsible for any diminished value resulting from handling beyond what is necessary to establish the nature, characteristics and functioning of the goods.

Returns authorisation and address

- Contact us first at info@jorvikghosts.com to obtain a return authorisation and the correct return address. Returns sent without prior authorisation or to any address not provided by us may be refused or delayed.
- Please use a tracked postal service and keep proof of postage. Unless the item is faulty or not as described, you are responsible for return postage costs.

Refunds

- We will refund the price paid for the item and the standard outbound delivery cost, if applicable, within 14 days of receiving the goods back or proof of posting, whichever is earlier.
- Refunds are made to the original payment method. Upgrades to expedited shipping are non-refundable.

Faulty or not as described

If your item is faulty or not as described, contact us promptly. We will organise a repair, replacement or refund in line with your statutory rights under the Consumer Rights Act 2015 and we will cover reasonable return postage.

Exchanges

We do not offer exchanges. Please return for a refund and place a new order.

Non-returnable items

- Custom, personalised or made-to-order items, unless faulty.
- Items damaged after delivery due to misuse, accidents or unauthorised alterations.

Model cancellation form

(Complete and return this form only if you wish to cancel the contract)

To: Jorvik Ghosts Ltd, Email: info@jorvikghosts.com

I hereby give notice that I cancel my contract of sale of the following goods: [describe items]

Ordered on [date] / received on [date]

Name of consumer(s): [name]

Address of consumer(s): [address]

Order number: [number]

Date: [date]

Contact

Questions about returns. Email info@jorvikghosts.com.

Last Updated: 24 September 2025

Privacy Policy for JorvikGhosts.com

Introduction

We respect your privacy and protect your personal data in accordance with UK GDPR and the Data Protection Act 2018. This policy explains what we collect, why, how we use it and your rights. If these Terms of Service conflict with this Privacy Policy in relation to personal data, this Privacy Policy prevails.

Important information and who we are

Controller: Jorvik Ghosts Ltd, company number 15526451.

Registered address: 44 Kirkgate, Ripon, England, HG4 1PB.

Contact: info@jorvikghosts.com

What data we collect

Identity data such as name and username.

Contact data such as billing and delivery addresses, email and telephone.

Transaction data such as order details and payments.

Financial data such as payment method and confirmation. We do not store full card numbers. Payments are processed securely by third-party providers in compliance with PCI DSS.

Account information such as login details and preferences (where applicable).

Technical data such as IP address, browser type and version, time zone, device and platform.

Usage data such as pages visited and actions taken.

Marketing data such as your preferences.

How we collect

Direct interactions when you place an order, create an account or contact us.

Automated technologies including cookies and similar technologies.

From **service providers and partners** who assist us in operating the business (for example, payment processors, delivery partners and email service providers).

From **third parties** where lawful to do so.

How we use your data

To process and deliver your orders and provide customer service.

To improve our site and services and keep our site secure.

To authenticate accounts and prevent fraud or misuse of our services.

To send marketing where you have opted in. You can opt out at any time.

To meet legal and regulatory obligations.

Lawful bases

We rely on one or more of the following: contract necessity, legitimate interests, consent and legal obligation. For delivery communications and sharing contact details with couriers, our lawful basis is contract necessity and our legitimate interests in ensuring successful delivery and timely updates.

Sharing your data

We share data with trusted service providers who help operate our business, such as Shopify (e-commerce platform), payment processors, email and fulfilment partners. They act as processors under contract and must protect your data. We do not sell your personal data. For details on Shopify's privacy practices, see the Shopify Privacy Policy.

Delivery partners: We share your name, delivery address, email and phone number with our delivery partners so they can provide tracking updates, contact you about your delivery, and offer flexible delivery options. They process this information only to fulfil your delivery in accordance with our instructions and applicable law. They will not use it for unrelated marketing.

Shopify's role: Our store is hosted on Shopify. In some cases Shopify may act as an independent controller (for example, for fraud detection or certain advertising features it provides across merchants). For information about Shopify's processing and your rights, see the Shopify Privacy Policy and the Shopify Privacy Portal.

We may also disclose personal data if required by law, in response to legal requests, or in connection with a business transaction such as a merger or sale of the company.

International transfers

Some delivery partners and service providers may process limited contact data outside the UK. Where this occurs, we use appropriate safeguards such as adequacy regulations or standard contractual clauses. You should expect to receive tracking updates by email and/or SMS from the courier where this service is available.

Data security

We use appropriate technical and organisational measures to protect your data. No method of transmission over the internet is completely secure, and we cannot guarantee perfect security. Do not send sensitive information through insecure channels.

Data breaches

If a personal data breach is likely to result in a risk to your rights and freedoms, we will notify you and the ICO where legally required, without undue delay.

Retention

We keep personal data only as long as needed for the purposes collected, including legal, tax and reporting requirements. Orders are generally retained for 7 years for accounting compliance.

Your rights

You have rights to access, correct, erase, restrict or object to processing, and to data portability. Where we rely on consent you may withdraw it at any time. To exercise rights email info@jorvikghosts.com. We may need to verify your identity before fulfilling your request. We do not make decisions based solely on automated processing that produce legal or similarly significant effects about you.

Complaints

You can complain to us at any time. You also have the right to complain to the Information Commissioner's Office at ico.org.uk.

Cookies

We use cookies to run our site and understand usage. For details see our <u>Cookie</u> <u>Policy</u>. You can manage preferences through your browser and any consent tools we provide.

Children

Our site is not intended for children. We do not knowingly collect data relating to

children.

Third-party links

Our site may include links to third-party websites. Their privacy practices apply to those

sites. Please review their policies before sharing data with them.

Changes to this policy

We review this policy regularly and will post any updates here.

Contact

Privacy queries: info@jorvikghosts.com

Address: 44 Kirkgate, Ripon, England, HG4 1PB

Last Updated: 24 September 2025

Terms of Service for JorvikGhosts.com

Introduction

These terms set out the rules for using our website and buying our products. By

accessing or using the site you agree to these terms. If you do not agree, please do not

use the site.

About us

Jorvik Ghosts Ltd, company number 15526451. Registered address: 44 Kirkgate,

Ripon, England, HG4 1PB. Email: info@jorvikghosts.com.

Policies and agreements

These policies form part of these terms and apply to your order:

Refund and Returns Policy

Privacy Policy

Cookie Policy

Terms of Service

Shipping Policy

Copyright notice

Copyright © 2024–2025, Jorvik Ghosts Ltd. All rights reserved.

Intellectual property and licence

Unless stated otherwise, Jorvik Ghosts Ltd and its licensors own all intellectual property rights in the website, product images, artwork, trading cards, packaging, designs, text and logos. Copying, modifying, reverse engineering or reproducing our products or content is prohibited.

Registered UK Design: No. 6381249. UK Trade Mark: UK00004056058.

You may view the site for personal use. You must not republish, sell, rent, sub-license, reproduce, duplicate, copy or redistribute any content or physical products without written permission.

Eligibility

You must be at least 18 years old to place an order and legally capable of entering into a binding contract.

Products and descriptions

Our ornaments are hand-carved from **natural stone and mineral materials** and described according to commonly used trade names. Natural variation means each item is unique. Screen colours may differ from the physical item. Limited editions and one-of-a-kind items may sell out quickly.

Product origin and curation

Our products are made outside the UK by skilled artisans. Each piece is carefully curated and quality-checked in York before being made available on our website.

Safety notice

Our ornaments are decorative collectibles and **not toys**. They are not suitable for children due to small parts, choking hazards, and the risk of injury if misused. They are intended only for display or collection purposes. Avoid impact, dropping, or excessive force; breakage can produce sharp fragments. If an item breaks, handle with care, avoid dust, and dispose of pieces safely. Except where we fail to use reasonable care and skill, Jorvik Ghosts Ltd is not responsible for injury, damage, or loss arising from use contrary to these instructions.

Universal gemstone transparency

We source stones in good faith from trusted suppliers. Descriptions use commonly used trade names, which may differ from mineralogical names. Natural variation in colour, pattern and inclusions is expected. Stones in the trade may receive treatments such as stabilisation, impregnation, heat or dye to enhance appearance or durability; where suppliers disclose treatments we pass this on. Laboratory testing is not included with a purchase and would be required for absolute confirmation of mineral identity or treatments. By proceeding you acknowledge and accept this description framework.

Pricing, taxes and availability

- Prices are shown in GBP and include UK VAT where applicable unless stated otherwise.
- We may change prices at any time prior to order acceptance.
- If a pricing or availability error occurs we may cancel any affected order and issue a full refund.

• International customers are responsible for customs duties, taxes and import restrictions in the destination country.

Promotions and discount codes

Unless stated otherwise, one code may be used per order. Codes cannot be applied retrospectively, have no cash value and may be withdrawn or amended at any time. If you cancel or return an order placed using a promotion, any refund will reflect the discounted price actually paid.

Purchase limits and resale

To protect availability for collectors and to prevent scalping, we set maximum order quantities. We may limit the number of items per person, household, account, payment instrument, email address, delivery address, or device. Orders that exceed or attempt to circumvent these limits (for example by using multiple accounts or addresses) may be reduced, combined, or cancelled. We may also refuse or cancel orders where we reasonably suspect bulk purchasing or unauthorised resale.

Order process and contract formation

Your order is an offer to buy. We will email to acknowledge receipt. A contract is formed only when we dispatch the goods and send a dispatch confirmation. We may refuse or cancel any order at any time before dispatch for reasons including (without limitation) suspected fraud or high-risk screening results, payment failure or chargeback risk, pricing or description errors, stock or allocation limits, purchase-limit breaches, legal/regulatory or sanctions restrictions, shipping restrictions, abusive or threatening behaviour, or where we reasonably consider the transaction inappropriate for security or operational reasons. We may ask you to provide reasonable information to verify your identity, delivery address and/or payment method; if requested information is not provided or cannot be verified, we may cancel the order and refund any payment received. We do not refuse or cancel orders for unlawful reasons and decisions are

never based on protected characteristics under the Equality Act 2010. If payment has been taken, we will refund it promptly. We may not be able to share specific details of our fraud-prevention or risk assessments.

Verification checks

We may ask you to provide reasonable information to verify your identity, delivery address and/or payment method. If requested information is not provided or cannot be verified, we may cancel the order and refund any payment received. We handle verification data in accordance with our <u>Privacy Policy</u>.

Non-discrimination

We do not refuse or cancel orders for unlawful reasons. Decisions are never based on protected characteristics under the Equality Act 2010 (including age, disability, gender reassignment, marriage or civil partnership, pregnancy or maternity, race, religion or belief, sex or sexual orientation). Decisions are made on neutral business grounds such as risk, availability, operational and legal compliance.

Post-dispatch issues

After dispatch, we would only seek to cancel or recall an order where required by law (including sanctions or safety notices) or for a serious error that makes fulfilment impossible. In such cases we will contact you and arrange a refund and any necessary return in line with your statutory rights.

Payment

We accept the payment methods shown at checkout. You confirm you are authorised to use the chosen payment method. Payments are processed by third-party providers who comply with PCI DSS.

Shipping and delivery

Shipping options, costs and estimated delivery times are shown at checkout. We dispatch within the timeframes stated in our <u>Shipping Policy</u>. Title and risk transfer to you when the goods are delivered to your address or to a person you nominate to receive them. We will share necessary contact details with our delivery partners to fulfil your order and provide delivery updates, as set out in our <u>Privacy Policy</u>.

Right to cancel and returns

Consumers in the UK have a 14 day cooling-off period from the day after delivery to cancel without giving a reason, subject to the exclusions in our Returns and Refunds Policy. To return, you must **contact us first** for a return authorisation and the correct return address. Refunds will be made within 14 days of receiving the goods back (or proof of posting), in accordance with that policy.

Non-returnable items

- Custom, personalised or made-to-order items, unless faulty.
- Items damaged after delivery due to misuse, accidents or unauthorised alterations.

Faulty or not as described

Your statutory rights under the Consumer Rights Act 2015 apply. If an item is faulty or not as described, contact us promptly and we will repair, replace or refund as appropriate, including reasonable return postage.

Pre-orders and limited editions

Release dates and allocations are subject to change. If a pre-order cannot be fulfilled, we will cancel and refund the affected item.

User comments and content

- User reviews and comments are the views of the poster, not ours. We may remove unlawful, offensive or infringing content.
- By posting content you grant us a non-exclusive, royalty-free licence to use, reproduce and display it on our site and marketing channels.

Acceptable use of the site

You must not misuse the website, introduce viruses or malicious code, attempt unauthorised access, or use the site in a way that infringes any third-party rights or applicable law.

Hyperlinking to our content

Government agencies, search engines, news organisations and online directories may link to our homepage or pages provided the link is not deceptive, does not imply endorsement and fits within the linking party's site. We may request removal of links at any time.

Environmental claims

We are planting 200 trees in the Yorkshire countryside around Huby as part of a local biodiversity project. Updates are shared on our FAQ page. Planting does not confer any carbon credit or offset to the purchaser.

Events outside our control

We are not responsible for failure to perform or delays caused by events outside our reasonable control, including strikes, natural disasters, carrier disruptions or import delays. We will take reasonable steps to minimise the effect and resume performance as soon as reasonably possible.

Limitation of liability

Nothing in these terms excludes or limits our liability where it would be unlawful to do so, including liability for death or personal injury caused by our negligence and for fraud or fraudulent misrepresentation. We do not exclude your statutory rights.

If you are a consumer: we are responsible for loss or damage you suffer that is a foreseeable result of our breach of these terms or our failing to use reasonable care and skill. We are not responsible for loss or damage that is not foreseeable. We only supply our products for domestic and private use; if you use the products for any commercial, business or resale purpose, we will have no liability for any loss of profit, loss of business, business interruption or loss of business opportunity.

If you are a business customer: to the fullest extent permitted by law, we exclude all implied terms and we will not be liable for loss of profits, loss of sales or business, loss of goodwill or any indirect or consequential loss. Our total liability in respect of all other losses arising under or in connection with the contract shall be limited to the price paid for the relevant order.

Indemnity

You agree to indemnify Jorvik Ghosts Ltd and its officers, employees and agents from claims arising from your breach of these terms or misuse of the site.

Severability

If any provision is held invalid, the remaining provisions will remain in full force and effect.

No waiver

A failure to enforce any right or provision is not a waiver of that right or provision.

Entire agreement

These terms, together with the policies referenced above, constitute the entire

agreement between you and us in relation to your purchase and supersede any prior

communications.

Assignment

We may transfer our rights and obligations under these terms to another organisation.

You may only transfer your rights or obligations with our written consent.

Third-party rights

No person other than you and us has any rights under the Contracts (Rights of Third

Parties) Act 1999 to enforce any term of this contract.

Notices

Formal notices should be sent to info@jorvikghosts.com. We will contact you by email

to the address provided with your order.

Governing law and jurisdiction

These terms are governed by the laws of England and Wales. The courts of England

and Wales will have non-exclusive jurisdiction. Consumers in Scotland or Northern

Ireland may bring proceedings in their local courts.

Dispute resolution

We encourage you to contact us first so we can work with you to resolve any issue

quickly and fairly. If a solution cannot be reached, you may have the option to use an

independent alternative dispute resolution (ADR) provider; details are available on

request. This does not affect your statutory rights as a consumer.

Last Updated: 24 September 2025

Shipping Policy for JorvikGhosts.com

Introduction

We aim to dispatch orders promptly and deliver safely worldwide from the UK.

Dispatch times

We strive to dispatch within 2 working days of order confirmation. Working days are Monday to Friday, excluding UK public holidays. During launches and peak periods dispatch may take slightly longer.

Delivery timeframes

- UK standard delivery: typically 3 to 5 working days from dispatch.
- Expedited options: available at checkout for an additional cost.
- International delivery: timeframes vary by destination and carrier.

Tracking

We will email a tracking number when your order is dispatched where tracking is available.

To provide tracking updates and delivery options, we may share your email and phone number with the courier. This will only be used for delivering your parcel and related notifications, not for marketing.

Risk and title

Risk in the goods passes to you on delivery to the delivery address or to a person you nominate to receive them. Title passes on full payment and delivery.

Delivery issues

- Please ensure your address is accurate and that someone is available to receive
 the parcel. If a parcel is returned due to an incorrect address or failure to collect
 from a pickup point, we can reship at cost or refund the item price less outbound
 shipping.
- If your parcel arrives damaged, please keep all packaging and notify us within 48 hours so we can assist with a claim.

International shipping

International customers are responsible for any customs duties, taxes or import fees. If a parcel is refused or returned due to unpaid duties, we will refund the item price less any unrecoverable shipping and return charges once it is received back in saleable condition.

Restrictions

Some destinations or products may be restricted. If we are unable to ship to your destination we will notify you and refund promptly.

Delays

Carrier delays, customs inspections and events outside our control can affect delivery times. We will keep you informed and assist where possible.

Right to cancel

UK consumers may cancel within 14 days of delivery under the Consumer Contracts Regulations. See our <u>Returns and Refunds Policy</u> for how to cancel and return.

Contact

Questions about shipping. Email info@jorvikghosts.com.

Last Updated: 24 September 2025

Contact Information for JorvikGhosts.com

Email: info@jorvikghosts.com

Preferred contact method.

Capacity Phone: 07395 198812

Address: 44 Kirkgate, Ripon, England, HG4 1PB

You can also use our Contact Form to write to us.