

Terms & Conditions

These Terms and Conditions are the standard terms for the provision of products and fulfilment of orders by Alina Ltd, a company incorporated and registered in England and Wales under company number 08706113 whose registered office address is at 83 Ducie Street, Manchester, M1 2JQ (does not accept incoming mail).

1. Definitions and Interpretation

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

“Business Day” means any day other than a Saturday, Sunday or bank holiday;

“Calendar Day” means any day of the year;

“Contract” means the contract for the provision of Products, as explained in clause 2;

“Deposit” means an advance payment made to Us under sub-clause 4.5;

“Month” means a calendar month;

“Price” means the price payable for the Products;

“Products” means the products which are to be provided by Us to you as specified in your Order (and confirmed in Our Order Confirmation);

“Special Price” means a special offer price payable for Products which we may offer from time to time;

“Order” means your order for the Products;

“Order Confirmation” means Our acceptance and confirmation of the Order as described in clause 2;

“We/Us/Our” means Alina Ltd and includes all employees and agents of Alina Ltd.

1.2 Each reference in these Terms and Conditions to “writing” and any similar expression includes electronic communications whether sent by e-mail, text message, fax or other means.

2. The Contract

2.1 These Terms and Conditions govern the sale and provision of Products by Us and will form the basis of the Contract between Us and you. Before submitting an Order, please ensure that you have read these Terms and Conditions carefully. If you are unsure about any part please email info@alina.co.uk for clarification before continuing with your Order.

2.2 Nothing provided by us including, but not limited to, sales and marketing literature, price lists and other documents constitutes a contractual offer capable of acceptance. Your Order constitutes a contractual offer that We may, at our discretion, accept.

2.3 A legally binding contract between Us and you will be created upon our acceptance of your Order, indicated by Our Order Confirmation. Order Confirmations will be provided in writing, usually to the email address you have provided to Us. If you have not received an Order Confirmation please contact Us.

2.4 We shall ensure that the following information is given or made available to you prior to the formation of the Contract between Us and you, save for where such information is already apparent from the context of the transaction:

2.4.1 The main characteristics of the Products;

2.4.2 Our identity (set out above in sub-clause 1.1) and contact details (as set out below in clause 10);

2.4.3 The total Price for the Products including taxes and delivery;

2.4.4 The arrangements for payment, performance and the estimated time in which We reasonably expect to dispatch the Products;

2.4.5 Our complaints handling policy;

2.4.6 Where applicable, details of after-sales services and commercial guarantees;

2.4.7 The duration of the Contract, where applicable, or if the contract is of indeterminate duration or is to be extended automatically, the conditions for terminating the Contract;

3. Orders

3.1 All Orders for Products made by you will be subject to these Terms and Conditions.

3.2 You may request a change to your Order at any time prior to the dispatch of the Products by contacting Us via email. We cannot guarantee that changes will be actioned but We will reply to your email with the outcome of your request.

3.3 If your Order is changed We will inform you of any change to the Price in writing.

3.4 You may request to cancel your Order by contacting Us via email within 14 days of placing your Order. If Products have been dispatched to you they must be returned to Us to continue the cancellation of your Order. If you have already made any payments to Us under clause 4 (including, but not limited to the Deposit), the payment(s) will be refunded to you within 5 working days upon receipt of returned Products or if Products have not yet been dispatched. If the Products are defective, damaged or faulty We will reimburse the cost of returning the Products to Us. We will also require more information for investigating the damage in cases of Products being damaged in delivery. If Products are not defective, damaged or faulty We will not reimburse the cost of returning the Products to Us.

3.5 We may cancel your Order at any time before We begin providing the Products in the following circumstances:

3.5.1 The required personnel and/or required materials necessary for the provision of the Products are not available; or

3.5.2 An event outside of Our control has restricted Our ability to provide your Products.

3.6 If We cancel your Order before We begin providing the Products under sub-clause 3.5 and you have already made any payments to Us under clause 4 (including, but not limited to the Deposit), the payment(s) will be refunded to you within 5 working days. If We cancel your Order, the cancellation will be confirmed by Us in writing.

4. Price and Payment

4.1 The Price of the Products will be shown on Our website in place at the time of your Order. If the Price shown in your Order differs from Our current Price We will inform you upon receipt of your Order.

4.2 If We quote a Special Price which is different to the Price shown on Our current Website, the Special Price will be valid for 2 weeks or, if the Special Price is part of an advertised special offer, for the period shown in the advertisement. Orders placed during this period will be accepted at the Special Price even if We do not accept the Order until after the period has expired.

4.3 Our Prices may change at any time but these changes will not affect Orders that We have already accepted.

4.4 All Prices include standard UK VAT. Our VAT number is displayed on invoices for your records.

4.5 Before We begin providing the Products, you will be required to pay a Deposit of 100% of the total Price for the Products. Payment is required before We release the Order Confirmation.

4.6 In certain circumstances, if your Order is cancelled, your Deposit will be refunded in full or in part. The amount due will be calculated based upon the Price for the Products, Our website price list, and the amount of work (if any) already undertaken by Us. Please refer to sub-clause 3.4 if you cancel your Order, or to sub-clauses 3.5 and 3.6 if We cancel your Order.

4.7 The total Price of the Products will be payable before we provide the Products.

4.8 We accept the following methods of payment:

4.8.1 PayPal;

4.8.2 Visa or Mastercard through WorldPay;

4.8.3 BACS bank transfer.

4.9 Credit and/or debit cards will not incur additional charges.

4.10 If you do not make payment to Us we will not provide the Products.

5. Providing the Products

5.1 We will begin providing the Products within 1 business day of receiving full payment equal to the total Price of the Products.

5.2 We will make every reasonable effort to dispatch the Products following the estimated time (and in accordance with your Order). We cannot, however, be held responsible for any delays if an event outside of Our control occurs. Please see clause 8 for events outside of Our control.

5.3 We will use our choice of delivery provider to deliver the Products to the address you have provided to Us during the Order process and written in the Order Confirmation. We will inform you of the delivery provider carrying your Products and the estimated delivery window they have provided to us. It is your responsibility to follow the instructions of the delivery provider to ensure a successful delivery. Terms and conditions of carriage applicable to the delivery of your Products can be found on the website of the delivery provider and this website can be found using an internet search engine.

5.4 If We require any information from you in order to provide the Products, We will inform you of this as soon as is reasonably possible.

5.5 If the information you provide under sub-clause 5.4 is delayed, incomplete or otherwise incorrect, We will not be responsible for any delay caused as a result. If additional work is required from Us to correct or compensate for a mistake made as a result of incomplete or otherwise incorrect information that you have provided We may charge you a reasonable additional sum for that work.

5.6 In certain circumstances, for example where there is a delay in you sending Us information required under sub-clause 5.4, We may suspend providing your Products (and will inform you of that suspension in writing).

5.7 In certain circumstances, for example where We encounter a technical problem, We may need to suspend providing the Products in order to resolve the issue. Unless the issue is an emergency and requires immediate attention We will inform you in advance in writing before suspending the provision of your Products.

5.8 If the Products are suspended under sub-clauses 5.6 or 5.7, you can ask to cancel your Order to receive a refund on your payment.

6. Problems with the Products

6.1 We always use reasonable efforts to ensure that Our provision of the Products is trouble-free. If, however, there is a problem with the Products we request that you inform Us as soon as is reasonably possible by email.

6.2 We will use reasonable efforts to remedy problems with the Products as quickly as is reasonably possible and practical.

6.3 We will not charge you for remedying problems under this clause 6 where the problems have been caused by Us, any of our agents or employees or subcontractors or where nobody is at fault. If We determine that a problem has been caused by incorrect or incomplete information provided by you, sub-clause 5.5 will apply and We may charge you for remedial work.

6.4 As a consumer, you have certain legal rights with respect to the purchase of products. We are, for example, required to provide the Products with reasonable care and skill. You also have remedies if We use materials that are faulty or incorrectly described. More information on your rights as a consumer can be obtained from your local Citizens Advice Bureau or from the Office of Fair Trading.

7. Our Liability

7.1 We will be responsible for any foreseeable loss or damage that you may suffer as a result of Our breach of these Terms and Conditions or as a result of Our negligence. Loss or damage is foreseeable if it is an obvious consequence of Our breach or negligence or if it is contemplated by you and Us when the Contract is created. We will not be responsible for any loss or damage that is not foreseeable.

7.2 Nothing in these Terms and Conditions seeks to exclude or limit Our liability for death or personal injury caused by Our negligence (including that of Our employees, agents or sub-contractors); or for fraud or fraudulent misrepresentation.

7.3 Furthermore, nothing in these Terms and Conditions seeks to exclude or limit Our liability for the following with respect to your rights as a consumer:

7.3.1 Breach of your right to title and quiet possession as implied by section 2 of the Supply of Goods and Services Act 1982;

7.3.2 Breach of terms relating to description, satisfactory quality, fitness for purpose and samples as implied by sections 3, 4 and 5 of the Supply of Goods and Services Act 1982; and

7.3.3 Our liability relating to defective products as set out in the Consumer Protection Act 1987.

8. Events Outside of Our Control (Force Majeure)

8.1 We will not be liable for any failure or delay in performing Our obligations where that failure or delay results from any cause that is beyond Our reasonable control. Such causes include, but are not limited to: power failure, internet service provider failure, traffic jams and vehicular accidents, industrial action, civil unrest, fire, explosion, flood, storms, earthquakes, subsidence, acts of terrorism, acts of war, governmental action, epidemic or other natural disaster, or any other event that is beyond Our control.

8.2 If any event described under this clause 8 occurs that is likely to adversely affect Our performance of any of Our obligations under these Terms and Conditions:

- 8.2.1 We will inform you as soon as is reasonably possible;
- 8.2.2 Our obligations under these Terms and Conditions will be suspended and any time limits that We are bound by will be extended accordingly;
- 8.2.3 We will inform you when the event outside of Our control is over and provide details of any new dates, times or availability of Products as necessary;
- 8.2.4 If the event outside of Our control continues for more than 4 weeks We will cancel the Contract and inform you of the cancellation. Any refunds due to you as a result of that cancellation will be paid to you as soon as is reasonably possible;
- 8.2.5 If an event outside of Our control occurs and you wish to cancel the Contract, you may do so in accordance with your right to Cancel under sub-clause 3.4.

9. Communication and Contact Details

9.1 If you wish to contact Us, you may do so by email using info@alina.co.uk.

10. Complaints and Feedback

10.1 We always welcome feedback from Our customers and, whilst We always use all reasonable endeavours to ensure that your experience as a customer of Ours is a positive one, We nevertheless want to hear from you if you have any cause for complaint.

10.2 If you wish to complain or provide feedback about any aspect of your dealings with Us, please contact Us by email using info@alina.co.uk.

11. How We Use Your Personal Information (Data Protection)

11.1 All personal information that We may collect (including, but not limited to, your name, address, telephone number, and email) will be collected, used and held in accordance with the provisions of the Data Protection Act 1998 and your rights under that Act.

11.2 We may use your personal information to:

11.2.1 Provide Our Products to you.

11.2.2 Process your payment for the Products.

11.2.3 Inform you of new products and products available from Us. You may request that We stop sending you this information at any time.

11.2.4 We will not pass on your personal information to any other third parties

12. Other Important Terms

12.1 We may transfer (assign) Our obligations and rights under these Terms and Conditions (and under the Contract, as applicable) to a third party (this may happen, for example, if We sell Our business). If this occurs you will be informed by Us in writing. Your rights under these Terms and Conditions will not be affected and Our obligations under these Terms and Conditions will be transferred to the third party who will remain bound by them.

12.2 You may not transfer (assign) your obligations and rights under these Terms and Conditions (and under the Contract, as applicable) without Our express written permission.

12.3 The Contract is between you and Us. It is not intended to benefit any other person or third party in any way and no such person or party will be entitled to enforce any provision of these Terms and Conditions.

12.4 If any of the provisions of these Terms and Conditions are found to be unlawful, invalid or otherwise unenforceable by any court or other authority, that / those provision(s) shall be deemed severed from the remainder of these Terms and Conditions. The remainder of these Terms and Conditions shall be valid and enforceable.

12.5 No failure or delay by Us in exercising any of Our rights under these Terms and Conditions means that We have waived that right, and no waiver by Us of a breach of any provision of these Terms and Conditions means that We will waive any subsequent breach of the same or any other provision.

13. Governing Law and Jurisdiction

13.1 These Terms and Conditions (and the Contract) (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the laws of England and Wales.

13.2 Any dispute, controversy, proceedings or claim between Us and you relating to these Terms and Conditions (or the Contract) (including any non-contractual matters and obligations arising therefrom or associated therewith) shall fall within the non-exclusive jurisdiction of the courts of England and Wales.