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Terms and conditions of use

1. Introduction

- 1.1 These terms and conditions govern your use of our website.
- 1.2 By using our website, you accept these terms and conditions in full; accordingly, if you disagree with these terms and conditions or any part of these terms and conditions, you must not use our website.
- 1.3 If you register with our website or make a purchase on our website, we will ask you to expressly agree to these terms and conditions.
- 1.4 You must be at least 18 years of age to use our website; and by using our website or agreeing to these terms and conditions, you warrant and represent to us that you are at least 18 years of age.
- 1.5 Our website uses cookies; by using our website or agreeing to these terms and conditions, you consent to our use of cookies in accordance with the terms of our privacy and cookies policy.

2. Copyright notice

- 2.1 Copyright (c) 2013 Linela Embroidery Ltd.
- 2.2 Subject to the express provisions of these terms and conditions:
 - (a) we, together with our licensors, own and control all the copyright and other intellectual property rights in our website and the material on our website; and
 - (b) all the copyright and other intellectual property rights in our website and the material on our website are reserved.

3. Licence to use website

- 3.1 You may:
 - (a) view pages from our website in a web browser;
 - (b) download pages from our website for caching in a web browser;
 - (c) print pages from our website;
 - (d) use our website services by means of a web browser,subject to the other provisions of these terms and conditions.
- 3.2 Except as expressly permitted by Section 3.1 or the other provisions of these terms and conditions, you must not download any material from our website or save any such material to your computer.
- 3.3 You may only use our website for your own personal and business purposes, and you must not use our website for any other purposes.
- 3.4 Except as expressly permitted by these terms and conditions, you must not edit or otherwise modify any material on our website.

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3.5 Unless you own or control the relevant rights in the material, you must not:

- (a) republish material from our website (including republication on another website);
- (b) sell, rent or sub-license material from our website;
- (c) show any material from our website in public;
- (d) exploit material from our website for a commercial purpose; or
- (e) redistribute material from our website.

3.6 Notwithstanding Section 3.5, you may redistribute our newsletter in print and electronic form to any person.

3.7 We reserve the right to restrict access to areas of our website, or indeed our whole website, at our discretion; you must not circumvent or bypass, or attempt to circumvent or bypass, any access restriction measures on our website.

4. Acceptable use

4.1 You must not:

- (a) use our website in any way or take any action that causes, or may cause, damage to the website or impairment of the performance, availability or accessibility of the website;
- (b) use our website in any way that is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity;
- (c) use our website to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software;
- (d) conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to our website without our express written consent;
- (e) access or otherwise interact with our website using any robot, spider or other automated means;
- (f) violate the directives set out in the robots.txt file for our website; or
- (g) use data collected from our website for any direct marketing activity (including without limitation email marketing, SMS marketing, telemarketing and direct mailing).

4.2 You must not use data collected from our website to contact individuals, companies or other persons or entities.

4.3 You must ensure that all the information you supply to us through our website, or in relation to our website, is true, accurate, current, complete and non-misleading.

5. Products

5.1 The advertising of products on our website constitutes an “invitation to treat” rather than a contractual offer.

5.2 We may periodically change the products available on our website, and we do not undertake to continue to supply any particular product or type of product.

5.3 Prices stated on our website may be stated incorrectly.

5.4 The sale and purchase of products through our website will be subject to terms and conditions of sale, and we will ask you to agree to the terms of that document each time you make a purchase on our website.

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5.5 Any product reviews that you submit for publication on our website shall be subject to the terms of Section 9 and Section 10.

6. Registration and accounts

6.1 To be eligible for an individual account on our website under this Section 6, you must be at least 18 years of age and resident in the United Kingdom.

6.2 You may register for an account with our website by completing and submitting the account registration form on our website, and clicking on the verification link in the email that the website will send to you.

6.3 You must notify us in writing immediately if you become aware of any unauthorised use of your account.

6.4 You must not use any other person's account to access the website, unless you have that person's express permission to do so.

7. User IDs and passwords

7.1 If you register for an account with our website, we will provide you with / you will be asked to choose a user ID and password.

7.2 Your user ID must not be liable to mislead and must comply with the content rules set out in Section 10; you must not use your account or user ID for or in connection with the impersonation of any person.

7.3 You must keep your password confidential.

7.4 You must notify us in writing immediately if you become aware of any disclosure of your password.

7.5 You are responsible for any activity on our website arising out of any failure to keep your password confidential, and may be held liable for any losses arising out of such a failure.

8. Cancellation and suspension of account

8.1 We may:

(a) suspend your account;

(b) cancel your account; and/or

(c) edit your account details,

at any time in our sole discretion without notice or explanation.

8.2 You may cancel your account on our website using your account control panel on the website.

9. Your content: licence

9.1 In these terms and conditions, "your content" means all works and materials (including without limitation text, graphics, images, audio material, video material, audio-visual material, scripts, software and files) that you submit to us or our website for storage or publication on, processing by, or transmission via, our website.

9.2 You grant to us a worldwide, irrevocable, non-exclusive, royalty-free licence to use, reproduce, store, adapt, publish, translate and distribute your content in any existing or future media / reproduce, store and publish your content on and in relation to this website and any successor website / reproduce, store and, with your specific consent, publish your content on and in relation to this website.

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- 9.3 You grant to us the right to sub-license the rights licensed under Section 9.2.
- 9.4 You grant to us the right to bring an action for infringement of the rights licensed under Section 9.2.
- 9.5 You hereby waive all your moral rights in your content to the maximum extent permitted by applicable law; and you warrant and represent that all other moral rights in your content have been waived to the maximum extent permitted by applicable law.
- 9.6 You may edit your content to the extent permitted using the editing functionality made available on our website.
- 9.7 Without prejudice to our other rights under these terms and conditions, if you breach any provision of these terms and conditions in any way, or if we reasonably suspect that you have breached these terms and conditions in any way, we may delete, unpublish or edit any or all of your content.

10. Your content: rules

- 10.1 You warrant and represent that your content will comply with these terms and conditions.
- 10.2 Your content must not be illegal or unlawful, must not infringe any person's legal rights, and must not be capable of giving rise to legal action against any person (in each case in any jurisdiction and under any applicable law).
- 10.3 Your content, and the use of your content by us in accordance with these terms and conditions, must not:
 - (a) be libellous or maliciously false;
 - (b) be obscene or indecent;
 - (c) infringe any copyright, moral right, database right, trade mark right, design right, right in passing off, or other intellectual property right;
 - (d) infringe any right of confidence, right of privacy or right under data protection legislation;
 - (e) constitute negligent advice or contain any negligent statement;
 - (f) constitute an incitement to commit a crime, instructions for the commission of a crime or the promotion of criminal activity;
 - (g) be in contempt of any court, or in breach of any court order;
 - (h) be in breach of racial or religious hatred or discrimination legislation;
 - (i) be blasphemous;
 - (j) be in breach of official secrets legislation;
 - (k) be in breach of any contractual obligation owed to any person;
 - (l) depict violence, in an explicit, graphic or gratuitous manner;
 - (m) be pornographic, lewd, suggestive or sexually explicit;
 - (n) be untrue, false, inaccurate or misleading;
 - (o) consist of or contain any instructions, advice or other information which may be acted upon and could, if acted upon, cause illness, injury or death, or any other loss or damage;
 - (p) constitute spam;
 - (q) be offensive, deceptive, fraudulent, threatening, abusive, harassing, anti-social, menacing, hateful, discriminatory or inflammatory; or

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(r) cause annoyance, inconvenience or needless anxiety to any person.

11. Report abuse

11.1 If you learn of any unlawful material or activity on our website, or any material or activity that breaches these terms and conditions, please let us know.

11.2 You can let us know by email - enquiries@linela.co.uk.

12. Limited warranties

12.1 We do not warrant or represent:

(a) the completeness or accuracy of the information published on our website;

(b) that the material on the website is up to date; or

(c) that the website or any service on the website will remain available.

12.2 We reserve the right to discontinue or alter any or all of our website services, and to stop publishing our website, at any time in our sole discretion without notice or explanation; and save to the extent that these terms and conditions expressly provide otherwise, you will not be entitled to any compensation or other payment upon the discontinuance or alteration of any website services, or if we stop publishing the website.

12.3 To the maximum extent permitted by applicable law and subject to Section 13.1, we exclude all representations and warranties relating to the subject matter of these terms and conditions, our website and the use of our website.

13. Limitations and exclusions of liability

13.1 Nothing in these terms and conditions will:

(a) limit or exclude any liability for death or personal injury resulting from negligence;

(b) limit or exclude any liability for fraud or fraudulent misrepresentation;

(c) limit any liabilities in any way that is not permitted under applicable law; or

(d) exclude any liabilities that may not be excluded under applicable law.

13.2 The limitations and exclusions of liability set out in this Section 13 and elsewhere in these terms and conditions:

(a) are subject to Section 13.1; and

(b) govern all liabilities arising under these terms and conditions or relating to the subject matter of these terms and conditions, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty.

13.3 To the extent that our website and the information and services on our website are provided free of charge, we will not be liable for any loss or damage of any nature.

13.4 We will not be liable to you in respect of any losses arising out of any event or events beyond our reasonable control.

13.5 We will not be liable to you in respect of any business losses, including (without limitation) loss of or damage to profits, income, revenue, use, production, anticipated savings, business, contracts, commercial opportunities or goodwill.

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- 13.6 We will not be liable to you in respect of any loss or corruption of any data, database or software.
- 13.7 We will not be liable to you in respect of any special, indirect or consequential loss or damage.
- 13.8 You accept that we have an interest in limiting the personal liability of our officers and employees and, having regard to that interest, you acknowledge that we are a limited liability entity; you agree that you will not bring any claim personally against our officers or employees in respect of any losses you suffer in connection with the website or these terms and conditions (this will not, of course, limit or exclude the liability of the limited liability entity itself for the acts and omissions of our officers and employees).]

14. Breaches of these terms and conditions

- 14.1 Without prejudice to our other rights under these terms and conditions, if you breach these terms and conditions in any way, or if we reasonably suspect that you have breached these terms and conditions in any way, we may:
- (a) send you one or more formal warnings;
 - (b) temporarily suspend your access to our website;
 - (c) permanently prohibit you from accessing our website;
 - (d) block computers using your IP address from accessing our website;
 - (e) contact any or all your internet service providers and request that they block your access to our website;
 - (f) commence legal action against you, whether for breach of contract or otherwise; and/or
 - (g) suspend or delete your account on our website.
- 14.2 Where we suspend or prohibit or block your access to our website or a part of our website, you must not take any action to circumvent such suspension or prohibition or blocking (including without limitation creating and/or using a different account).

15. Third party websites

- 15.1 Our website includes hyperlinks to other websites owned and operated by third parties; such hyperlinks are not recommendations.
- 15.2 We have no control over third party websites and their contents, and subject to Section 13.1 we accept no responsibility for them or for any loss or damage that may arise from your use of them.

16. Variation

- 16.1 We may revise these terms and conditions from time to time.
- 16.2 The revised terms and conditions will apply to the use of our website from the date of their publication on the website, and you hereby waive any right you may otherwise have to be notified of, or to consent to, revisions of the terms and conditions. We will give you written notice of any revision of these terms and conditions, and the revised terms and conditions will apply to the use of our website from the date that we give you such notice; if you do not agree to the revised terms and conditions, you must stop using our website.
- 16.3 If you have given your express agreement to these terms and conditions, we will ask for your express agreement to any revision of these terms and conditions; and if you do not give your express agreement to the revised terms and conditions within such period as we may specify, we will disable or delete your account on the website, and you must stop using the

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website.

17. Assignment

- 17.1 You hereby agree that we may assign, transfer, sub-contract or otherwise deal with our rights and/or obligations under these terms and conditions.
- 17.2 You may not without our prior written consent assign, transfer, sub-contract or otherwise deal with any of your rights and/or obligations under these terms and conditions.

18. Severability

- 18.1 If a provision of these terms and conditions is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect.
- 18.2 If any unlawful and/or unenforceable provision of these terms and conditions would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

19. Third party rights

- 19.1 These terms and conditions are for our benefit and your benefit, and are not intended to benefit or be enforceable by any third party.
- 19.2 The exercise of the parties' rights under these terms and conditions is not subject to the consent of any third party.

20. Entire agreement

- 20.1 Subject to Section 13.1, these terms and conditions, together with our privacy and cookies policy, constitute the entire agreement between you and us in relation to your use of our website and supersede all previous agreements between you and us in relation to your use of our website.

21. Law and jurisdiction

- 21.1 These terms and conditions shall be governed by and construed in accordance with English law.
- 21.2 Any disputes relating to these terms and conditions shall be subject to the non-exclusive jurisdiction of the courts of England.

22. Statutory and regulatory disclosures

- 22.1 Our VAT number is 763 0406 50

23. Our details

- 23.1 This website is owned and operated by Linela Embroidery Ltd

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- 23.2 We are registered in England and Wales under registration number 4822462, and our registered office is at Burton Sweet Cornerstone House Midland Way Thornbury Bristol BS35 2BS**
- 23.3 Our principal place of business is at Unit 1 Tomorosa Awkley Lane Olveston Bristol BS35 4EW**
- 23.4 You can contact us by writing to the business address given above, by using our website contact form, by email to enquiries@linela.co.uk or by telephone on 01454 615300**

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Terms and conditions of sale

1. Introduction

- 1.1 These terms and conditions govern the sale and purchase of products through our website.
- 1.2 You will be asked to give your express agreement to these terms and conditions before you place an order on our website.
- 1.3 This document does not affect any statutory rights you may have as a consumer (such as rights under the Sale of Goods Act 1979 or the Consumer Protection (Distance Selling) Regulations 2000).

2. Interpretation

- 2.1 In these terms and conditions:
 - (a) “we” means Linela Embroidery Ltd; and
 - (b) “you” means our customer or prospective customer,and “us”, “our” and “your” should be construed accordingly.

3. Order process

- 3.1 The advertising of products on our website constitutes an “invitation to treat” rather than a contractual offer.
- 3.2 No contract will come into force between you and us unless and until we accept your order in accordance with the procedure set out in this Section 3.
- 3.3 To enter into a contract through our website to purchase products from us, the following steps must be taken: you must add the products you wish to purchase to your shopping cart, and then proceed to the checkout; if you are a new customer, you must then create an account with us and log in; if you are an existing customer, you must enter your login details; once you are logged in, you must select your preferred method of delivery and confirm your order and your consent to these terms of sale; you will be transferred to our payment service provider’s website, and our payment service provider will handle your payment; we will then send you an initial acknowledgement; and once we have checked whether we are able to meet your order, we will either send you an order confirmation (at which point your order will become a binding contract) or we will confirm by email that we are unable to meet your order.
- 3.4 You will have the opportunity to identify and correct input errors prior to making your order by reviewing the order, amending quantities, clearing items, emptying the cart or cancelling the purchase.

4. Products

- 4.1 The following types of products are or may be available on our website from time to time: sports wear - work wear - school wear - promotional items – signage and clearance lines.
- 4.2 We may periodically change the products available on our website, and we do not undertake to continue to supply any particular product or type of product.

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5. Prices

- 5.1 The prices of our products are quoted on our website.
- 5.2 We will from time to time change the product prices quoted on our website, but this will not affect contracts that have previously come into force.
- 5.3 All amounts stated in these terms and conditions or on our website are stated exclusive of VAT.
- 5.4 It is possible that prices on the website may be incorrectly quoted; accordingly, we will verify prices as part of our sale procedures so that a product's correct price will be notified to you before the contract of sale comes into force.
- 5.5 In addition to the price of the products, you may have to pay a delivery charge, which will be notified to you before the contract of sale comes into force.

6. Payments

- 6.1 You must, during the checkout process, pay the prices of the products you order.
- 6.2 Payments must be made by any of the permitted methods specified on our website.
- 6.3 If you fail to pay to us any amount due under these terms and conditions in accordance with the provisions of these terms and conditions, then we may withhold the products ordered and/or by written notice to you at any time cancel the contract of sale for the products.
- 6.4 If you make an unjustified credit card, debit card or other charge-back then you will be liable to pay us, within 5 days following the date of our written request:
 - (a) an amount equal to the amount of the charge-back;
 - (b) all third party expenses incurred by us in relation to the charge-back (including charges made by our or your bank or payment processor or card issuer)
 - (c) an administration fee of GBP £25.00 including VAT and
 - (d) all our reasonable costs, losses and expenses incurred in recovering the amounts referred to in this Section 6.4 (including without limitation legal fees and debt collection fees)

and for the avoidance of doubt, if you fail to recognise or fail to remember the source of an entry on your card statement or other financial statement, and make a charge-back as a result, this will constitute an unjustified charge-back for the purposes of this Section 6.4.

7. Credit accounts

- 7.1 If we agree to open a business account for you, you will be able to pay in arrears, in accordance with the provisions of this Section 7.
- 7.2 If you hold an account, then upon or following the dispatch of products, we will send to you an invoice for payment of the price of those products, and you will pay such invoice within 30 days following the date of our invoice.
- 7.3 Business accounts will be subject to such credit limits as we may notify to you from time to time.
- 7.4 If you do not pay to us any amount properly due under or in connection with these terms and conditions in full and on time, we may:
 - (a) charge you interest on the overdue amount at the rate of 8% per year above the UK base rate of HSBC Bank Plc (which

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interest will accrue daily until the date of payment and be compounded at the end of each calendar month); or

- (b) claim interest and statutory compensation from you pursuant to the Late Payment of Commercial Debts (Interest) Act 1998, without prejudice to our other legal rights or rights under these terms and conditions.

8. Deliveries/Collections

- 8.1 Our policies and procedures relating to the delivery/collection of products are set out in this Section 8 / in our delivery/collection policy document. In certain circumstances and by prior arrangement goods can be set aside for collection from Linela The Street Olveston Bristol Avon. BS35 4DR
- 8.2 We will arrange for the products you purchase to be delivered to the delivery address you specify during the checkout process.
- 8.3 We will use reasonable endeavours to deliver your products on or before the date for delivery set out in the order confirmation or, if no date is set out in the order confirmation, within 7 to 10 working days following the date of the order confirmation; however, we do not guarantee delivery by this date.
- 8.4 We do guarantee that unless there are exceptional circumstances all deliveries of products will be dispatched within 30 days following the later of receipt of payment and the date of the order confirmation.
- 8.5 We will only deliver products to addresses on the UK mainland.

9. Risk and ownership

- 9.1 The products you purchase from us will be at your risk from the time of delivery.
- 9.2 Ownership of a product that you purchase from us will pass to you upon the later of:
 - (a) delivery of the product; and
 - (b) receipt by us in cleared funds of all amounts due in respect of the product (including delivery charges).
- 9.3 Until ownership of a product has passed to you, you will possess the product as our fiduciary agent and bailee.
- 9.4 If you are business customer, then until ownership of a product has passed to you:
 - (a) you must store the product separately from other goods; and
 - (b) you must ensure that the product is clearly identifiable as belonging to us.

10. Distance selling: right of cancellation

- 10.1 This Section 10 applies if and only if you contract with us as a consumer.
- 10.2 Under the Consumer Protection (Distance Selling) Regulations 2000, consumers have a right to cancel any distance contract to purchase a product or products from us at any time within the period:
 - (a) beginning upon the conclusion of the contract of sale under these terms and conditions; and
 - (b) ending after a period of 7 working days beginning with the day after the day on which you receive the product or products, subject to the limitations set out in this Section 10.
- 10.3 You will not have any right to cancel a contract as described in this Section 10 insofar as the contract relates to:

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- (a) the supply of goods made to your specifications or clearly personalised.
 - (b) the supply of products the price of which is dependent upon fluctuations in financial markets which we cannot control;
 - (c) the supply of goods which by reason of their nature cannot be returned
- 10.4 In order to cancel a contract on the basis described in this Section 10, you must give to us written notice of cancellation, which may be sent to the business address or email address specified on our website.
- 10.5 If you cancel a contract on the basis described in this Section 10, you must return the product or products to us.
- 10.6 If you cancel a contract on the basis described in this Section 10, you will receive a full refund of the amount you paid, including the cost of sending the product or products to you; however, you will be responsible for paying the cost of returning the product or products to us.
- 10.7 If you cancel a contract on the basis described in this Section 10 and you do not return the product or products to us, we may recover the product or products and charge you for the costs we incur in doing so; similarly, if you return the product or products at our expense, we may pass that expense on to you.
- 10.8 We will usually refund money using the same method used to make the payment.
- 10.9 We will process the refund due to you as a result of a cancellation on the basis described in this Section 10 as soon as possible and, in any case, within the period of 30 days following the day we receive your valid notice of cancellation.

11. Warranties and representations

11.1 You warrant and represent to us that:

- (a) you are legally capable of entering into binding contracts;
- (b) you have full authority, power and capacity to agree to these terms and conditions;
- (c) all the information that you provide to us in connection with your order is true, accurate, complete and non-misleading; and
- (d) you will be able to take delivery of the products in accordance with these terms and conditions and our delivery policy.

11.2 We warrant to you that:

- (a) we have the right to sell the products that you buy;
- (b) the products we sell to you are sold free from any charge or encumbrance, except as specified in these terms and conditions;
- (c) you shall enjoy quiet possession of the products you buy, except as specified in these terms and conditions;
- (d) the products you buy will correspond to any description published on our website; and
- (e) the products you buy will be of satisfactory quality.

11.3 These terms and conditions set out all of our warranties and representations relating to the supply of products hereunder. To the maximum extent permitted by applicable law and subject to Section 13.1, all other warranties and representations are expressly excluded.

12. Breach of product warranty

12.1 If you believe that products you have purchased from us breach any of the warranties set out in Section 11.2, please contact us to discuss the issue and arrangements for the return of the products.

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- 12.2 If products you purchase from us do not conform with the warranties set out in Section 11.2, then you will be entitled to a refund of all amounts paid in respect of those products. Alternatively and subject to availability, we may agree to supply you with replacement products, in which case we will pay the cost of delivering those replacement products to you. In either case we will reimburse you for your reasonable expenses incurred in returning the products to us.
- 12.3 If you return a product in contravention of these terms and conditions, and you do not have any other legal right to a refund or exchange in respect of that product:
- (a) we will not refund the purchase price or exchange the product;
 - (b) we may retain the returned product until you pay to us such additional amount as we may charge for re-delivery of the returned product; and
 - (c) if we do not receive payment of such additional amount within 14 days of issuing a request for payment, we may destroy or otherwise dispose of the returned product in our sole discretion without any liability to you.

13. Limitations and exclusions of liability

- 13.1 Nothing in these terms and conditions will:
- (a) limit or exclude any liability for death or personal injury resulting from negligence;
 - (b) limit or exclude any liability for fraud or fraudulent misrepresentation;
 - (c) limit any liabilities in any way that is not permitted under applicable law; or
 - (d) exclude any liabilities that may not be excluded under applicable law,
- and, if you are a consumer, your statutory rights will not be excluded or limited by these terms and conditions, except to the extent permitted by law.
- 13.2 The limitations and exclusions of liability set out in this Section 13 and elsewhere in these terms and conditions:
- (a) are subject to Section 13.1; and
 - (b) govern all liabilities arising under these terms and conditions or relating to the subject matter of these terms and conditions, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty.
- 13.3 We will not be liable to you in respect of any losses arising out of any event or events beyond our reasonable control.
- 13.4 We will not be liable to you in respect of any business losses, including (without limitation) loss of or damage to profits, income, revenue, use, production, anticipated savings, business, contracts, commercial opportunities or goodwill.
- 13.5 We will not be liable to you in respect of any loss or corruption of any data, database or software, providing that if you contract with us under these terms and conditions as a consumer, this Section 13.5 shall not apply.
- 13.6 We will not be liable to you in respect of any special, indirect or consequential loss or damage, providing that if you contract with us under these terms and conditions as a consumer, this Section 13.6 shall not apply.
- 13.7 You accept that we have an interest in limiting the personal liability of our officers and employees and, having regard to that interest, you acknowledge that we are a limited liability entity; you agree that you will not bring any claim personally against our officers or employees in respect of any losses you suffer in connection with the website or these terms and conditions (this will not, of course, limit or exclude the liability of the limited liability entity itself for the acts and omissions of our officers and employees).
- 13.8 Our aggregate liability to you in respect of any contract to purchase products from us under these terms and conditions shall not exceed the greater of:

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- (a) £50.00 ; and
- (b) the total amount paid and payable to us under the contract.

14. Order cancellation

14.1 We may cancel any contract made under these terms and conditions immediately, by giving you written notice of termination, if:

- (a) you fail to pay, on time and in full, any amount due to us under the contract; or
- (b) you commit any breach of the terms of the contract.

14.2 If you are a business customer, we may cancel a contract made under these terms and conditions by written notice to you if:

- (a) you cease to trade;
- (b) you become insolvent or unable to pay your debts within the meaning of the insolvency legislation applicable to you;
- (c) a person (including the holder of a charge or other security interest) is appointed to manage or take control of the whole or part of your business or assets, or notice of an intention to appoint such a person is given or documents relating to such an appointment are filed with any court;
- (d) the ability of your creditors to take any action to enforce their debts is suspended, restricted or prevented, or some or all of your creditors accept, by agreement or pursuant to a court order, an amount of less than the sums owing to them in satisfaction of those sums; or
- (e) any process is instituted which could lead to you being dissolved and your assets being distributed to your creditors, shareholders or other contributors.

14.3 We may cancel a contract to supply a product or products made under these terms and conditions by written notice to you if we are prevented from fulfilling that contract by any event beyond our reasonable control, including without limitation any unavailability of raw materials, components or products, or any power failure, industrial dispute affecting any third party, governmental regulations, fire, flood, disaster, riot, terrorist attack or war.

15. Consequences of order cancellation

15.1 If a contract made under these terms and conditions is cancelled in accordance with Section 14:

- (a) we will cease to have any obligation to deliver products which are undelivered at the date of cancellation;
- (b) you will continue to have an obligation where applicable to pay for products which have been delivered at the date of cancellation (without prejudice to any right we may have to recover the products); and
- (c) all the other provisions of these terms and conditions will cease to have effect, except that Sections 1.3, 6.4, 7.2, 7.4, 9, 13, 18, 19, 20, 21, 22 and 23 will survive termination and continue in effect indefinitely.

16. Scope

16.1 These terms and conditions do not constitute or contain any assignment or licence of any intellectual property rights.

16.2 These terms and conditions do not govern the licensing of works (including software and literary works) comprised or stored in products.

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16.3 These terms and conditions do not govern the provision of any services by us or any third party in relation to the products (other than delivery services).

17. Variation

17.1 We may revise these terms and conditions from time to time by publishing a new version on our website.

17.2 A revision of these terms and conditions will govern contracts made under these terms and conditions at any time following the time of the revision, but will not affect contracts made before the time of the revision.

18. Assignment

18.1 You hereby agree that we may assign, transfer, sub-contract or otherwise deal with our rights and/or obligations under these terms and conditions providing, if you are a consumer, that such action does not serve to reduce the guarantees benefiting you under these terms and conditions.

18.2 You may not without our prior written consent assign, transfer, sub-contract or otherwise deal with any of your rights and/or obligations under these terms and conditions.

19. No waivers

19.1 No breach of any provision of these terms and conditions will be waived except with the express written consent of the party not in breach.

19.2 No waiver of any breach of any provision of these terms and conditions shall be construed as a further or continuing waiver of any breach of that provision or any other provision of these terms and conditions.

20. Severability

20.1 If a provision of these terms and conditions is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect.

20.2 If any unlawful and/or unenforceable provision of these terms and conditions would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

21. Third party rights

21.1 These terms and conditions are for our benefit and your benefit, and are not intended to benefit or be enforceable by any third party.

21.2 The exercise of the parties' rights under these terms and conditions is not subject to the consent of any third party.

22. Entire agreement

22.1 Subject to Section 13.1, these terms and conditions, together with our delivery policy and our returns policy, constitute the entire agreement between you and us in relation to the sale and purchase of our products and supersede all previous agreements between you and us in relation to the sale and purchase of our products.

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23. Law and jurisdiction

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

23.2 Any disputes relating to these terms and conditions shall be subject to the non-exclusive jurisdiction of the courts of England.

24. Statutory and regulatory disclosures

24.1 We will not file a copy of these terms and conditions specifically in relation to each user or customer and, if we update these terms and conditions, the version to which you originally agreed will no longer be available on our website. We recommend that you consider saving a copy of these terms and conditions for future reference.

24.2 These terms and conditions are available in the English language only.

24.3 Our VAT number is 763 0406 50

25. Our details

25.1 This website is owned and operated by Linela Embroidery Ltd.

25.2 We are registered in England and Wales under registration number 4822462, and our registered office is at Burton Sweet Cornerstone House Midland Way Thornbury Bristol Avon BS35 2BS

25.3 Our principal place of business is at Unit 1, Tomorosa, Awkley Lane, Olveston, Bristol, BS35 4EW

25.4 You can contact us by writing to the business address given above, by using our website contact form, by email to enquiries@linela.co.uk - or by telephone on 01454 615300

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Delivery policy

1. Introduction

- 1.1 This policy contains details of the delivery methods, periods and charges that apply to orders for our products made through our website or by telephone or email.
- 1.2 This policy is a legally binding document, and forms part of the contract of sale between you and us made under our terms and conditions of sale. This policy does not create legally enforceable rights and obligations; it merely indicates our usual practice in relation to the delivery of products.

2. Free delivery

- 2.1 We offer free standard delivery to all mainland UK addresses on all orders over GBP £250.00 (excluding VAT).
- 2.2 All other orders will be subject to delivery charges as detailed in Section 5.

3. Geographical limitations

- 3.1 We will usually be able to deliver to the following countries and territories: England, Scotland, Wales and Northern Ireland.
- 3.2 We may from time to time agree to delivery products to other countries and territories. By prior arrangement with our order department.

4. Delivery methods and periods

- 4.1 The methods that we use to deliver our products, and the time periods within which delivery is usually completed, are as follows:
 - (a) if your delivery address is on the United Kingdom mainland, we will despatch your order via the Post office, our current carrier, or our own van delivery service, and the typical period for delivery of products by this method is 3 working days; and
 - (b) by negotiation for International delivery.
- 4.2 If your order is despatched before 1pm on a working day, these time periods run from the close of business on that day; if your order is despatched after 1pm on a working day, or on a non-working day, these time periods run from the close of business on the next following working day.
- 4.3 The delivery periods set out in this Section 4 are indicative only, and whilst we will make every effort to ensure that you receive your delivery in good time, we do not guarantee delivery before the end of the stated period.
- 4.4 We may conduct fraud screening checks before dispatching the product, and these checks may delay your delivery. If the delivery is likely to be delayed as a result of fraud screening checks, we will notify you.

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5. Delivery charges

- 5.1 Delivery charges will be calculated by our website and automatically applied to your order during the checkout process, or alternatively quoted by us.
- 5.2 Applicable delivery charges will depend upon the delivery method you select, the location of the delivery address, and the size and weight of the products in your order.
- 5.3 Our delivery charges are as follows:
 - (a) in respect of Post office, delivery charges will be as current PO prices indicated on the order page of the Linela web site; at present this is First Class (One item only) £3.50 - First Class (Two items only) £6.00 Second Class £3.00 (One item only) Second Class (Two items only) £5.75 Special delivery £7.50 (One item only) £9.00 (Two items only) VAT Included and
 - (b) Carrier delivery (Currently Interlink) Three items or more (1 carton up to 15 kilo weight) £7.50 PLUS VAT (£9.00)
 - (c) Local delivery – own transport (within 3 miles of BS35 4EW) £7.50 PLUS VAT (£9.00)

6. Delivery tracking

- 6.1 Delivery tracking is not currently available in respect of all orders for our products.

7. Receipt and signature

- 7.1 Carrier and own van deliveries must be received in person at the delivery address, and a signature must be provided. Postal deliveries do not require a signature unless special delivery.

8. Additional deliveries

- 8.1 If an initial delivery attempt is unsuccessful, our delivery service provider will make at least 1 more attempt to deliver the products in your order.

9. Collection

- 9.1 If your products remain undelivered despite our delivery service provider making at least 1 more attempt to deliver them, the delivery service provider will leave a card at your address, with instructions on how you may collect your products, including a time limit for collection.

10. Delivery problems

- 10.1 If you experience any problems with a delivery, please contact us using the contact details that we publish on our website or otherwise notify to you.
- 10.2 If our delivery service provider is unable to deliver your products, and such failure is your fault, and you do not collect your products from our delivery service provider within the relevant time limit, we may agree to arrange for re-delivery of the products; however, we reserve the right to charge you for the actual costs of re-delivery (even where the initial delivery was free of charge).
- 10.3 An indicative list of the situations where a failure to deliver will be your fault is set out below:

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- (a) **you provided the wrong address for delivery;**
- (b) **there is a mistake in the address for delivery that was provided;**
- (c) **the address for delivery is not reasonably accessible;**
- (d) **the address for delivery cannot safely be accessed;**
- (e) **if in-person receipt is not required, there is no easy and secure means of leaving the products at the address for delivery and there is no person available to accept delivery; or**
- (f) **if in-person receipt is required, there is no person available at the address for delivery to accept delivery and provide a signature.**

Returns policy

1. Introduction

- 1.1 We understand that from time to time you may wish to return a product to us.
- 1.2 We have created this policy to enable you to return products to us in appropriate circumstances.
- 1.3 This policy applies to all of our customers, irrespective of their geographical location.
- 1.4 This policy applies to all orders submitted through our website.
- 1.5 This document does not affect any statutory rights you may have as a consumer (such as rights under the Sale of Goods Act 1979 or the Consumer Protection (Distance Selling) Regulations 2000).

2. Returns

- 2.1 If you have no other legal right to return a product and receive a refund or exchange, then you will nonetheless be entitled to return a product to us and receive a refund in accordance with this policy if:
 - (a) we receive the returned product within 30 days following the date of dispatch of the product to you;
 - (b) the returned product is unused, in its original unopened packaging (with any seal or shrink-wrap intact), with any labels still attached, and otherwise in a condition enabling us to sell the product as new;
 - (c) you comply with the procedure set out in this policy in relation to the return of the product; and
 - (d) none of the exclusions set out in this policy apply.

3. Returns procedure

- 3.1 In order to take advantage of your rights under this policy, you must contact us to obtain a return authorisation number, and then send the product to us with a covering note quoting that number.
- 3.2 Products returned under this policy must be sent by Royal Mail Signed For delivery to Linela Embroidery Ltd Unit 1 Tomorosa Awkley Lane Olveston Bristol BS35 4EW
- 3.3 You will be responsible for paying postage costs associated with returns under this policy.

4. Exclusions

- 4.1 The following kinds of products may not be returned under this policy:
 - (a) Any item that is personalised with print or embroidery.
(for example: names, numbers, logos, initials etc.)
 - (b) any product made to your specification;

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- (c) any product made or sourced to order;
- (d) any product personalised or adapted for you;
- (e) gift vouchers.

5. Refunds

- 5.1 We will give you a refund for the price you paid to us in respect of any product properly returned by you in accordance with this policy.
- 5.2 We will not refund to you the original delivery charges relating to the returned product.
- 5.3 We will not refund to you any costs you incur in returning the product to us.
- 5.4 We will usually refund any money received from you using the same method originally used by you to pay for your purchase.
- 5.5 We will process the refund due to you as soon as possible and, in any event, within 30 days following the day we receive your returned product.

6. Improper returns

- 6.1 If you return a product in contravention of this policy, and you do not have any other legal right to a refund or exchange in respect of that product:
 - (a) we will not refund the purchase price or exchange the product;
 - (b) we may retain the returned product until you pay to us such additional amount as we may charge for re-delivery of the returned product; and
 - (c) if we do not receive payment of such additional amount within 14 days of issuing a request for payment, we may destroy or otherwise dispose of the returned product in our sole discretion without any liability to you.

7. Our details

- 7.1 This website is owned and operated by Linela Embroidery Ltd.
- 7.2 Our principal place of business is at Unit 1 Tomorosa Awkley Lane Olveston Bristol BS35 4EW
- 7.3 You can contact us by writing to the business address given above, by using our website contact form, by email to enquiries@linela.co.uk or by telephone on 01454 615300

Privacy and cookies policy

Part 1: Personal information and privacy

1. Introduction

- 1.1 We are committed to safeguarding the privacy of our website visitors; this policy sets out how we will treat your personal information.
- 1.2 We will ask you to consent to our use of cookies in accordance with the terms of this policy when you first visit our website. By using our website and agreeing to this policy, you consent to our use of cookies in accordance with the terms of this policy.

2. Collecting personal information

- 2.1 We may collect, store and use the following kinds of personal information:
 - (a) information about your computer and about your visits to and use of this website including your IP address, geographical location, browser type and version, operating system, referral source, length of visit, page views and website navigation paths;
 - (b) information that you provide to us when registering with our website (including your email address);
 - (c) information that you provide to us for the purpose of subscribing to our email notifications and/or newsletters (including your name and email address);
 - (d) information relating to any purchases you make of our goods (including your name, delivery address, payment address, telephone numbers, email address and card details);
 - (e) information that you post to our website for publication on the internet (including your user name, profile pictures and reviews);
 - (f) information contained in or relating to any communications that you send to us (including the communication content and meta data associated with the communication);
 - (g) any other personal information that you choose to send to us.
- 2.2 Before you disclose to us the personal information of another person, you must obtain that person's consent to both the disclosure and the processing of that personal information in accordance with the terms of this policy.

3. Using your personal information

- 3.1 Personal information submitted to us through our website will be used for the purposes specified in this policy or on the relevant pages of the website.
- 3.2 We may use your personal information to:
 - (a) administer our website and business;
 - (b) personalise our website for you;

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- (c) enable your use of the services available on our website;
 - (d) send you goods purchased through our website;
 - (e) send statements, invoices and payment reminders to you, and collect payments from you;
 - (f) send you non-marketing commercial communications;
 - (g) send you email notifications that you have specifically requested;
 - (h) send you our email newsletter, if you have requested it (you can inform us at any time if you no longer require the newsletter);
 - (i) send you marketing communications relating to our business or the businesses of carefully-selected third parties which we think may be of interest to you, by post or, where you have specifically agreed to this, by email or similar technology (you can inform us at any time if you no longer require marketing communications);
 - (j) provide third parties with statistical information about our users (but those third parties will not be able to identify any individual user from that information);
 - (k) deal with enquiries and complaints made by or about you relating to our website;
 - (l) keep our website secure and prevent fraud;
 - (m) verify compliance with the terms and conditions governing the use of our website.
- 3.3 If you submit personal information for publication on our website, we will publish and otherwise use that information in accordance with the licence you grant to us.
- 3.4 We will not, without your express consent, supply your personal information to any third party for the purpose of their or any other third party's direct marketing.
- 3.5 All our website financial transactions are handled through our payment services provider, PayPal / Worldpay. You can review the provider's privacy policy at www.paypal.co.uk – www.worldpay.com. We will share information with our payment services provider only to the extent necessary for the purposes of processing payments you make via our website, refunding such payments and dealing with complaints and queries relating to such payments and refunds.

4. Disclosing personal information

- 4.1 We may disclose your personal information to any of our employees, officers, insurers, professional advisers, agents, suppliers or subcontractors insofar as reasonably necessary for the purposes set out in this policy.
- 4.2 We may disclose your personal information to any member of our group of companies (this means our subsidiaries, our ultimate holding company and all its subsidiaries) insofar as reasonably necessary for the purposes set out in this policy.
- 4.3 We may disclose your personal information:
- (a) to the extent that we are required to do so by law;
 - (b) in connection with any ongoing or prospective legal proceedings;
 - (c) in order to establish, exercise or defend our legal rights (including providing information to others for the purposes of fraud prevention and reducing credit risk);
 - (d) to the purchaser (or prospective purchaser) of any business or asset that we are (or are contemplating) selling; and
 - (e) to any person who we reasonably believe may apply to a court or other competent authority for disclosure of that personal information where, in our reasonable opinion, such court or authority would be reasonably likely to order disclosure of that personal information.

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4.4 Except as provided in this policy, we will not provide your personal information to third parties.

5. International data transfers

5.1 Information that we collect may be stored and processed in and transferred between any of the countries in which we operate in order to enable us to use the information in accordance with this policy.

5.2 Information that we collect may be transferred to the following countries which do not have data protection laws equivalent to those in force in the European Economic Area: the United States of America, Russia, Japan, China and India.

5.3 Personal information that you publish on our website or submit for publication on our website may be available, via the internet, around the world. We cannot prevent the use or misuse of such information by others.

5.4 You expressly agree to the transfers of personal information described in this Section 5.

6. Retaining personal information

6.1 This Section 6 sets out our data retention policies and procedure, which are designed to help ensure that we comply with our legal obligations in relation to the retention and deletion of personal information.

6.2 Personal information that we process for any purpose or purposes shall not be kept for longer than is necessary for that purpose or those purposes.

6.3 Without prejudice to Section 6.2, we will usually delete personal data falling within the categories set out below at the date / time set out below:

(a) Data that is no longer valid will be reviewed / deleted annually during December

6.4 Notwithstanding the other provisions of this Section 6, we will retain documents (including electronic documents) containing personal data:

(a) to the extent that we are required to do so by law;

(b) if we believe that the documents may be relevant to any ongoing or prospective legal proceedings; and

(c) in order to establish, exercise or defend our legal rights (including providing information to others for the purposes of fraud prevention and reducing credit risk).

7. Security of your personal information

7.1 We will take reasonable technical and organisational precautions to prevent the loss, misuse or alteration of your personal information.

7.2 We will store all the personal information you provide on our secure (password- and firewall-protected) servers.

7.3 All electronic financial transactions entered into through our website will be protected by encryption technology.

7.4 You acknowledge that the transmission of information over the internet is inherently insecure, and we cannot guarantee the security of data sent over the internet.

7.5 You are responsible for keeping the password you use for accessing our website confidential; we will not ask you for your password (except when you log in to our website).

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8. Amendments

- 8.1 We may update this policy from time to time by publishing a new version on our website.
- 8.2 You should check this page occasionally to ensure you are happy with any changes to this policy.
- 8.3 We may notify you of changes to this policy by email or through the private messaging system on our website.

9. Your rights

- 9.1 You may instruct us to provide you with any personal information we hold about you; provision of such information will be subject to:
 - (a) the payment of a fee (currently fixed at GBP £10.00); and
 - (b) the supply of appropriate evidence of your identity (for this purpose, we will usually accept a photocopy of your passport certified by a solicitor or bank plus an original copy of a utility bill showing your current address).
- 9.2 We may withhold personal information that you request to the extent permitted by law.
- 9.3 You may instruct us at any time not to process your personal information for marketing purposes.
- 9.4 In practice, you will usually either expressly agree in advance to our use of your personal information for marketing purposes, or we will provide you with an opportunity to opt out of the use of your personal information for marketing purposes.

10. Third party websites

- 10.1 Our website includes hyperlinks to, and details of, third party websites.
- 10.2 We have no control over, and are not responsible for, the privacy policies and practices of third parties.

11. Updating information

- 11.1 Please let us know if the personal information that we hold about you needs to be corrected or updated.

Part 2: Cookies

1. About cookies

- 1.1 A cookie is a file containing an identifier (a string of letters and numbers) that is sent by a web server to a web browser and is stored by the browser. The identifier is then sent back to the server each time the browser requests a page from the server.
- 1.2 Cookies may be either “persistent” cookies or “session” cookies: a persistent cookie will be stored by a web browser and will remain valid until its set expiry date, unless deleted by the user before the expiry date; a session cookie, on the other hand, will expire at the end of the user session, when the web browser is closed.
- 1.3 Cookies do not typically contain any information that personally identifies a user, but personal information that we store about you may be linked to the information stored in and obtained from cookies.
- 1.4 Cookies can be used by web servers to identify and track users as they navigate different pages on a website and identify users returning to a website.

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2. Our cookies

2.1 We use both session and persistent cookies on our website.

2.2 The purpose of the cookies used on our website are set out below:

(a) we use cookies on our website to recognise a computer when a user visits the website / track users as they navigate the website / enable the use of a shopping cart on the website / improve the website's usability / analyse the use of the website / administer the website / prevent fraud and improve the security of the website / personalise the website for each user / target advertisements which may be of particular interest to specific users.

3. Analytics cookies

3.1 We use Google Analytics to analyse the use of our website.

3.2 Our analytics service provider generates statistical and other information about website use by means of cookies.

3.3 The analytics cookies used by our website have the following names: _utma, _utmb, _utmc and _utmz

3.4 The information generated relating to our website is used to create reports about the use of our website.

3.5 Our analytics service provider's privacy policy is available at: <http://www.google.com/policies/privacy/>

4. Third party cookies

4.1 Our website also uses third party cookies.

4.2 We publish Google AdSense interest-based advertisements on our website. These are tailored by Google to reflect your interests. To determine your interests, Google will track your behaviour on our website and on other websites across the web using the DoubleClick cookie. We publish Google AdSense advertisements on our website. To determine your interests, Google will track your behaviour on our website and on other websites across the web using the DoubleClick cookie. This behaviour tracking allows Google to tailor the advertisements you see on other websites to reflect your interests (we do not publish interest-based advertisements on this website). You can view, delete or add interest categories associated with your browser by visiting: <http://www.google.com/settings/ads/>. You can also opt out of the AdSense partner network cookie using those settings or using the NAI's (Network Advertising Initiative's) multi-cookie opt-out mechanism at: <http://www.networkadvertising.org/choices/>. However, these opt-out mechanisms themselves use cookies, and if you clear the cookies from your browser your opt-out will not be maintained. To ensure that an opt-out is maintained in respect of a particular browser, you may wish to consider using the Google browser plug-in available at: <https://www.google.com/settings/ads/plugin>.

4.3 Details of other third party cookies used by our website are set out below:

(a) Not yet available

5. Blocking cookies

5.1 Most browsers allow you to refuse to accept cookies; for example:

(a) in Internet Explorer (version 10) you can block cookies using the cookie handling override settings available by clicking "Tools", "Internet Options", "Privacy" and then "Advanced";

(b) in Firefox (version 24) you can block all cookies by clicking "Tools", "Options", "Privacy", selecting "Use custom settings for history" from the drop-down menu, and unticking "Accept cookies from sites"; and

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(c) in Chrome (version 29), you can block all cookies by accessing the “Customise and control” menu, and clicking “Settings”, “Show advanced settings” and “Content settings”, and then selecting “Block sites from setting any data” under the “Cookies” heading.

5.2 Blocking all cookies will have a negative impact upon the usability of many websites.

5.3 If you block cookies, you will not be able to use all the features on our website.

6. Deleting cookies

6.1 You can delete cookies already stored on your computer; for example:

(a) in Internet Explorer (version 10), you must manually delete cookie files (you can find instructions for doing so at <http://support.microsoft.com/kb/278835>);

(b) in Firefox (version 24), you can delete cookies by clicking “Tools”, “Options” and “Privacy”, then selecting “Use custom settings for history”, clicking “Show Cookies”, and then clicking “Remove All Cookies”; and

(c) in Chrome (version 29), you can delete all cookies by accessing the “Customise and control” menu, and clicking “Settings”, “Show advanced settings” and “Clear browsing data”, and then selecting “Delete cookies and other site and plug-in data” before clicking “Clear browsing data”.

6.2 Deleting cookies will have a negative impact on the usability of many websites.

7. Cookie preferences

7.1 You can manage your preferences relating to the use of cookies on our website by visiting: [URL]

Part 3: Our details

1. Our details

1.1 This website is owned and operated by Linela Embroidery Ltd

1.2 We are registered in England and Wales under registration number 4822462 and our registered office is at Burton Sweet Cornerstone House Midland Way Thornbury Bristol BS35 2BS

1.3 Our principal place of business is at Unit1 Tomorosa Awkley Lane Olveston Bristol BS35 4EW

1.4 You can contact us by writing to the business address given above, by using our website contact form, by email to enquiries@linela.co.uk or by telephone on 01454 615300