

Terms and conditions

Please read all these terms and conditions.

As we can accept your order and make a legally enforceable agreement without further reference to you, you must read these terms and conditions to make sure that they contain all that you want and nothing that you are not happy with.

Application

1. These Terms and Conditions will apply to the purchase of the goods/services or services advertised in our website by you (the Customer or you). We are Kay Armatage of Whitley Bay Tyne and Wear, NE26 3AF with email address info@alkamy.co.uk; (the Supplier or us or we).
2. These are the terms on which we sell all Goods/services to you. By ordering any of the Goods/services, you agree to be bound by these Terms and Conditions. By ordering any of the Services, you agree to be bound by these Terms and Conditions. You can only purchase the Goods/services from the Website if you are eligible to enter into a contract and are at least 18 years old.

Interpretation

3. Consumer means an individual acting for purposes which are wholly or mainly outside his or her trade, business, craft or profession;
4. Contract means the legally-binding agreement between you and us for the supply of the Goods/services;
5. Delivery Location means the Supplier's premises or other location where the Goods/services are to be supplied, as set out in the Order;
6. Durable Medium means paper or email, or any other medium that allows information to be addressed personally to the recipient, enables the recipient to store the information in a way accessible for future reference for a period that is long enough for the purposes of the information, and allows the unchanged reproduction of the information stored;
7. Goods/services means the goods/services that we supply to you of the number and description as set out in the Order;
8. Order means the Customer's order for the Goods/services from the Supplier as submitted following the step by step process set out on the Website;
9. Privacy Policy means the terms which set out how we will deal with confidential and personal information received from you via the Website;
10. Website means our website www.alkamy.co.uk and our workshop booking website <https://alkamyuk.wixsite.com/mysite> on which the Goods/services are advertised.

Goods/services

11. The description of the Goods/services is as set out in our website, catalogues, brochures or other form of advertisement.
12. In the case of any Goods/services made to your special requirements, it is your responsibility to ensure that any information or specification you provide is accurate.
13. All Goods/services which appear on the Website are subject to availability.
14. We can make changes to the Goods/services which are necessary to comply with any applicable law or safety requirement. We will notify you of these changes.

Personal information

15. We retain and use all information strictly under the Privacy Policy.
16. We may contact you by using e-mail or other electronic communication methods and by prepaid post and you expressly agree to this. You will not receive marketing information from us in any form (text, written or electronic mail) unless you have specifically given us permission by either signing up to the newsletter/subscription options online at the above named websites, directly at a serve providing/workshop/sales and promotion event.

Basis of Sale

17. The description of the Goods/services in our website does not constitute a contractual offer to sell the Goods/services. When an Order has been submitted on the Website, we can reject it for any reason, although we will try to tell you the reason without delay, which must be due to running out of stock or resources, a price or description mistake, inability to obtain your payment or other genuine and fair reason.

18. The Order process is set out on the Website. Each step allows you to check and amend any errors before submitting the Order. It is your responsibility to check that you have used the ordering process correctly.

19. A Contract will be formed for the Goods/services ordered only when you receive an email from us confirming the Order (Order Confirmation). You must ensure that the Order Confirmation is complete and accurate and inform us immediately of any errors. We are not responsible for any inaccuracies in the Order placed by you. By placing an Order you agree to us giving you confirmation of the Contract by means of an email with all information in it (ie the Order Confirmation). You will receive the Order Confirmation within a reasonable time after making the Contract, but in any event not later than the delivery of any Goods/services supplied under the Contract.

20. Any quotation is valid for a maximum period of 1 day from its date, unless we expressly withdraw it at an earlier time.

21. No variation of the Contract, whether about description of the Goods/services, Fees or otherwise, can

be made after it has been entered into unless the variation is agreed by the Customer and the Supplier in writing.

22. We intend that these Terms and Conditions apply only to a Contract entered into by you as a Consumer. If this is not the case, you must tell us, so that we can provide you with a different contract with terms which are more appropriate for you and which might, in some respects, be better for you, eg by giving you rights as a business.

Price and Payment

23. The price for each type of the Goods/services, the price of any Goods/services and any additional delivery or other charges is that set out on the Website at the date of the Order or such other price as we may agree in writing.

24. Prices and charges include VAT at the rate applicable at the time of the Order, so that, if the rate of VAT increases before acceptance of the Order, we will only increase the price or charge by the amount of that increase if you agree, otherwise we must reject the Order and promptly inform you of this.

25. You must pay by submitting your credit or debit card details with your Order and we can take payment immediately or otherwise before delivery of the Goods/services.

Delivery

26. We will deliver the Goods/services, to the Delivery Location by the time or within the agreed period

or, failing any agreement, without undue delay and, in any event, not more than 30 days after the day on which the Contract is entered into (goods only - workshops can be booked more than 30 days in advance and the service will be provided on the date agreed at the time of purchase/booking).

27. In any case, regardless of events beyond our control, if we do not deliver the Goods/services on time,

you can (in addition to any other remedies) treat the Contract at an end if:

a. we have refused to deliver the Goods/services, or if delivery on time is essential taking into account

all the relevant circumstances at the time the Contract was made, or you said to us before the Contract was made that delivery on time was essential; or

b. after we have failed to deliver on time, you have specified a later period which is appropriate to the circumstances and we have not delivered within that period.

28. If you treat the Contract at an end, we will (in addition to other remedies) promptly return all

payments made under the Contract.

29. If you were entitled to treat the Contract at an end, but do not do so, you are not prevented from cancelling the Order for any Goods/services or rejecting Goods/services that have been delivered and, if

you do this, we will (in addition to other remedies) without delay return all payments made under the Contract for any such cancelled or rejected Goods/services.

30. If any Goods/services form a commercial unit (a unit is a commercial unit if division of the unit would materially impair the value of the goods/services or the character of the unit) you cannot cancel

or reject the Order for some of those Goods/services without also cancelling or rejecting the Order for

the rest of them.

31. We do not generally deliver to addresses outside England and Wales, Scotland, Northern Ireland, the Isle of Man and Channels Islands. If, however, we accept an Order for delivery outside that area, you may need to pay import duties or other taxes, as we will not pay them.

32. You agree we may deliver the Goods/services in installments if we suffer a shortage of stock or other

genuine and fair reason, subject to the above provisions and provided you are not liable for extra charges.

33. If you or your nominee fail, through no fault of ours, to take delivery of the Goods/services at the

Delivery Location, we may charge the reasonable costs of storing and redelivering them.

34. The Goods/services will become your responsibility from the completion of delivery or Customer

collection. You must, if reasonably practicable, examine the Goods/services before accepting them. Risk and Title

35. Risk of damage to, or loss of, any Goods/services will pass to you when the Goods/services are delivered to you.

36. You do not own the Goods/services until we have received payment in full. If full payment is overdue

or a step occurs towards your bankruptcy, we can choose, by notice to cancel any delivery and end any right to use the Goods/services still owned by you, in which case you must return them or allow us to collect them.

Conformity

37. We have a legal duty to supply the Goods/services in conformity with the Contract and will not have conformed if it does not meet the following obligation.

38. Upon delivery, the Goods/services will:

a. be of satisfactory quality;

b. be reasonably fit for any particular purpose for which you buy the Goods/services which, before the

Contract is made, you made known to us, expressly or by implication, regardless of whether that is a purpose for which goods/services of that type are usually supplied (unless you do not actually rely, or it is unreasonable for you to rely, on our skill and judgment) and be fit for any purpose held out by us or set out in the Contract; and

c. conform to their description.

39. It is not a failure to conform if the failure has its origin in your materials.

Successors and our sub-contractors

40. Either party can transfer the benefit of this Contract to someone else, and will remain liable to the other for its obligations under the Contract. The Supplier will be liable for the acts of any sub-contractors who it chooses to help perform its duties.

Circumstances beyond the control of either party

41. In the event of any failure by a party because of something beyond its reasonable control:

a. the party will advise the other properly as soon as reasonably practicable; and

b. the party's obligations will be extended so far as is reasonable, provided that that party will act reasonably, and the party will not be liable for any failure which it could not reasonably avoid, but this will not affect the Customer's above rights relating to delivery.

Excluding liability

42. The Supplier does not exclude liability for: (i) any fraudulent act or omission; or (ii) for death or personal injury caused by negligence or breach of the Supplier's other legal obligations. Subject to this, the Supplier is not liable for (i) loss which was not reasonably foreseeable to both parties at the time when the Contract was made, or (ii) loss (eg loss of profit) to the Customer's business, trade, craft or profession which would not be suffered by a Consumer - because the Supplier believes the Customer is not buying the Goods/services wholly or mainly for its business, trade, craft or profession.

Governing law, jurisdiction and complaints

43. The Contract (including any non-contractual matters) is governed by the law of England and Wales.

44. Disputes can be submitted to the jurisdiction of the courts of England and Wales or, where the Customer lives in Scotland or Northern Ireland, in the courts of respectively Scotland or Northern Ireland.

45. We try to avoid any dispute, so we deal with complaints in the following way: If a dispute occurs customers should contact us to find a solution. We will aim to respond with an appropriate solution within 5 days.

Withdrawal and cancellation

46. You can withdraw the Order of goods by telling us before the Contract is made, if you simply wish to change your mind and without giving us a reason, and without incurring any liability, provided that goods/services have not been dispatched. In relation to workshop bookings which are non-refundable and which can only be transferred with the agreement of the service provider (alkamy) if the customer has contacted the provider by email at info@alkamy.co.uk at least 48 hours before the start of the workshop date and start time.

47. This is a distance contract (as defined below) which has the cancellation rights (Cancellation Rights) set out below. These Cancellation Rights, however, do not apply, to a contract for the following goods/services (with no others) in the following circumstances:

- foodstuffs, beverages or other goods/services intended for current consumption in the household and which are supplied on frequent and regular rounds to your residence or workplace;
- goods/services that are made to your specifications or are clearly personalised;
- goods/services which are liable to deteriorate or expire rapidly;
- a newspaper, periodical or magazine except subscription contracts for the supply of them.

48. Also, the Cancellation Rights for a Contract cease to be available in the following circumstances:

- in the case of a contract for the supply of sealed goods/services which are not suitable for return due to health protection or hygiene reasons, if they become unsealed after delivery;
- in the case of a contract for the supply of sealed audio or sealed video recordings or sealed computer software, if the goods/services become unsealed after delivery;
- in the case of any sales contract, if the goods/services become mixed inseparably (according to their nature) with other items after delivery.

Right to cancel

49. Subject as stated in these Terms and Conditions, you can cancel this contract within 7 days. This does not apply to workshop bookings as they are sold on a non-refundable basis however they can be transferred to another available workshop provided by the service provider with their prior agreement.

50. The cancellation period will expire after 7 days from the day on which you acquire, or a third party, other than the carrier indicated by you, acquires physical possession of the last of the Goods. To exercise the right to cancel, you must inform us of your decision to cancel this Contract by a clear statement setting out your decision (via email). You can use the attached model cancellation form, but it is not obligatory. In any event, you must be able to show clear evidence of when the cancellation was made, so you may decide to use the model cancellation form. You can submit notice to cancel the Contract on our website www.alkamy.co.uk or <https://alkamyuk.wixsite.com/mysit> using the Contact page. If you use this option, we will communicate to you an acknowledgement of receipt of such a cancellation and provide you with confirmation.

51. To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

Effects of cancellation in the cancellation period

52. Except as set out below, if you cancel this Contract, we will reimburse to you all payments received from you, including the costs of delivery. Where cancellation has been requested once goods/services have been dispatched, you will be held responsible for the safe return of the goods/services

and upon return we will reimburse to you all payments excluding delivery. Return postage costs will not be reimbursed.

Deduction for Goods/services supplied

53. We may make a deduction from the reimbursement for loss in value of any Goods/services supplied, if the loss is the result of unnecessary handling by you (ie handling the Goods/services beyond what is necessary to establish the nature, characteristics and functioning of the Goods/services: eg it goes

beyond the sort of handling that might be reasonably allowed in a shop). This is because you are liable for that loss and, if that deduction is not made, you must pay us the amount of that loss.

Timing of reimbursement

54. If we have not offered to collect the Goods, we will make the reimbursement without undue delay, and not later than:

- a. 7 days after the day we receive back from you any Goods supplied, or
- b. (if earlier) 7 days after the day you provide evidence that you have sent back the Goods.

55. If we have offered to collect the Goods or if no Goods were supplied, we will make the reimbursement without undue delay, and not later than 7 days after the day on which we are informed about your decision to cancel this Contract.

56. We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.

Returning Goods

57. If you have received Good in connection with the Contract which you have cancelled, you must send back the Goods, to the return address which will be provided to you, without delay and in any event not later than 7 days from the day on which you communicate to us your cancellation of this Contract. The deadline is met if you send back the Goods before the period of 7 days has expired. You agree that you will have to bear the cost of returning the Goods.

58. For the purposes of these Cancellation Rights, these words have the following meanings:

- a. distance contract means a contract concluded between a trader and a consumer under an organised distance sales or service-provision scheme without the simultaneous physical presence of the trader and the consumer, with the exclusive use of one or more means of distance communication up to and including the time at which the contract is concluded;
- b. sales contract means a contract under which a trader transfers or agrees to transfer the ownership of goods to a consumer and the consumer pays or agrees to pay the price, including any contract that has both goods/services and services as its object.

Model cancellation Form

To

Kay Armatage

96 Holywell Ave

Whitley Bay

Tyne and Wear

NE26 3AF

Email address: info@alkamy.co.uk

I/We[*] hereby give notice that I/We [*] cancel my/our [*] contract of sale of the following goods/
services

[*] [for the supply of the following service [*], Ordered on [*/received on

[*]_____ (date received)

Name of consumer(s):

Address of consumer(s):

Signature of consumer(s) (only if this form is notified on paper)

Date