

# LIMINI COFFEE

SPECIALITY COFFEE FOR COFFEE LOVERS SINCE 2008

## Standard Terms and Conditions

### General

For the purposes of these conditions “the Company” means Limini Coffee Services Ltd, and “goods” means any materials, products or services supplied by the Company. The Company reserves the right to amend these conditions at any time without notice. While every effort is made to ensure accuracy, these conditions are correct as at the date of printing and may have changed since. The ordering of goods from the Company will be considered to be an acceptance of the Conditions ruling at that time and where any condition conflicts with that of a customer's Conditions of Purchase, the Company's Conditions shall apply.

### Credit accounts

Prospective customers wishing to open a credit account should request this with the Company. Until the Company has confirmed a credit account, goods will only be supplied on a pro-forma basis.

### Quotations and pricing

All quotations are made at current prices, however they are subject to alteration without notice unless a valid from and to date has been provided by the Company when creating a quote or price. All prices quoted do not include VAT or carriage unless stated otherwise. Any delivery times quoted are advisory only and may be subject to alteration dependent on suppliers' delivery to the Company. The Company cannot accept responsibility for any loss suffered by the customer in respect to delay or price increase beyond the Company's control.

### Carriage and delivery

Carriage will be charged on orders under £50 and/or orders outside of the mainland UK. The Company reserves the right to amend these conditions at any time without notice. Deliveries are made by our own vehicles or by a third party courier. Typically orders are dispatched within one to three working days of receipt and delivered the next working day. Delivery of equipment will be delivered by our own vehicles or by a third party courier and approximate delivery dates will be agreed with the customer.

### Orders

Orders sent in confirmation of verbal or electronic instructions should be clearly marked as such otherwise costs incurred by the Company as a result of duplication of an order will be charged to the customer. In the event that products are specially purchased, the Company may refuse to accept goods back and/or charge handling. Cancellation of outstanding orders must be in writing and the Company reserves the right to charge a handling charge of up to 100%.

### Invoice queries

Invoice queries must be brought to the attention of the Company within 14 days of invoice date in writing. After this time all invoice are deemed to be accepted in full.

### Damage, loss in transit and shortages

The Company will, when the price quoted includes delivery, repair, replace or credit (at the Company's discretion) goods damaged in transit, provided that the Company receives written notice of such damage within three days of delivery. Goods should be checked upon receipt against the delivery note or invoice with the goods and if received in a damaged or unsatisfactory condition must be signed for as such. No credit will be given for goods signed for “in good condition” or “unexamined”. Shortages must also be notified to the Company in writing within three days of

receipt, failing which no liability will be accepted. Non-delivery of goods must be reported in writing to the Company within three days of receipt of invoice or advise of despatch, whichever is the earlier. No claim will be accepted for damages reported unless the goods are signed for as "not received in good condition" or similar wording.

## **Returns and cancellations**

Goods correctly supplied may not be returned without written agreement. Goods may only be returned against the Company's Collection Note and must be accompanied by full details stating the invoice number and date together with the reason for return. Faulty goods may be replaced or credited at the Company's discretion, however in the event of a credit, will be credited at the price paid only if the manufacturer agrees to credit and if the goods are genuinely faulty. Non-faulty goods will be returned to the customer and a handling charge will be made. The Company will not accept for return any item that has been supplied to special requirements including any perishable products under any circumstances and in other instances a re-stocking charge will be imposed. The Company may charge a handling charge of up to 100% plus costs for any returned or cancelled goods.

## **Warranty**

The Company's liability shall be limited to giving the customer the benefit of any guarantee given to the Company by its suppliers. The Company will not be responsible for damage caused by misuse, neglect, abuse, scale related problems, incorrect installation or electrical spikes or fluctuations in water supply. Any coffee machines which are fitted with an internal pump head should never be run dry. We shall not be liable for any claim arising out of state of or condition or quality of the equipment or any consequential damages including loss of earnings or profits suffered by you if the equipment is or becomes unusable. If your machine or associated pipework leaks we are not liable for consequential damages or damage to property. Your insurance should cover this. The warranty shall cease immediately if:- a) The equipment is modified or added to in any way not previously agreed with the Company in writing. b) The instructions contained in the operators' manual are not complied with. c) The machine is serviced, relocated or maintained by anybody other than the Company in during the terms of the parts and labour warranty purchased with the machine. Any call-outs for engineering covered under the labour warranty need to be approved and arranged prior in writing by the Company.

## **Training/consultancy**

By booking a place on a training and/or consultancy course and/or in-house training and/or by purchasing a voucher for a training course the customer has agreed to the following: a minimum payment of £45+VAT (non-refundable deposit) will be charged to each person that is booked in on a course. Excluded from this point are:

- 1-on-1 and 2-on-1 courses: a minimum payment of £45+VAT (non-refundable deposit) will be charged per course booking and not per person that is attending the course.
- vouchers: a minimum payment of £45+VAT (non-refundable deposit) will be included for each individual voucher purchased. Vouchers will be issued per person, per course. Should a customer purchase a voucher for a 1-on-1 or 2-on-1 course, then a £45+VAT (non-refundable deposit) will be charged per course and not per person named on the voucher.

In order for the customer to receive a refund for a course booking, due to them not being able to attend the booking, confirmation of cancellation must be received in writing, a minimum of seven days prior to the event. Any card or bank charges charged to the Company in connection to the payment made by the customer will be deducted from the refund (in addition to the deposit paid at the time of booking). To re-book at a later date and avoid additional charges or lose the original payment and/or deposit, the customer must contact the Company a minimum of seven days prior to the event.

In the event that a customer wishes to receive a refund for an unused voucher, the request must be received in writing. Upon receipt of the written request a refund will be issued (excluding the deposit paid and any card or bank charges charged to the Company in connection to the payment made by the customer).

In the event that a customer wishes to receive a refund for a used voucher (a used voucher is considered to be used once a course booking has been made and/or a course booking has been attended) confirmation of cancellation must be received in writing, a minimum of seven days prior to the event. Any card or bank charges charged to the Company in connection to the payment made by the customer will be deducted from the refund (in addition to the deposit paid at the time of booking). To re-book at a later date and avoid additional charges or lose the original payment and/or

deposit, the customer must contact the Company a minimum of seven days prior to the event.

Should the customer not contact the Company to cancel and/or re-book, in writing, a minimum of seven days prior to the event and has yet to pay the invoice in full, the Company reserves the right to charge a minimum charge of £7.50 + VAT per person per booking, up to 100%. In the event that the customer has paid in full, yet cancels without due notice as per the Company's Terms and Conditions, the Company reserve the right to allow the customer to reschedule their booking for a later date, however should the customer then cancel the rescheduled booking, a refund will not be issued.

The Company reserves the right to cancel a booking and/or in-house training prior to the start of the course and takes no responsibility for costs incurred by the customer. Should the Company cancel a booking and/or in-house training prior to the start of the course the Company will refund the cost of the course originally paid by the customer or where possible offer future dates to re-book.

### **Value added tax, duties**

Where applicable Value Added Tax will be charged at the rate ruling at the date of despatch. Quotations are made exclusive of VAT however VAT may be shown as a separate item. The Company takes no responsibility for payment of duties, tariffs, or other charges for export orders.

### **Title**

It is expressly stated that title to any goods supplied by the Company does not pass to the customer until payment in full has been received, however the risk thereon passes to the customer at point of delivery.

### **Payment**

All credit accounts are payable in accordance with the terms agreed. Accounts not settled within five working days of the due date may be suspended and a reminder letter may be sent. The Company reserve the right to cease supplying further goods until the account is up to date. Interest on overdue accounts may be charged, at the Company discretion, at 2.5% per calendar month or part thereof from the invoice date up to and including the date of payment. The customer will pay all expenses, legal or otherwise, incurred in the collection of overdue accounts. Failure to pay account on time renders entire account due immediately on demand. In the event of non-payment the fees from the company's Collection agency of 17.5% will be added to the original invoice amount.

## **Privacy Policy**

At Limini Coffee, we're committed to protecting and respecting your privacy.

This policy explains when and why we collect personal information about people who visit our website, how we use it, the conditions under which we may disclose it to others and how we keep it secure. We may change this policy from time to time so please check this page occasionally to ensure that you're happy with any changes. By using our website, you're agreeing to be bound by this policy.

Any questions regarding this policy and our privacy practices should be sent to us by email.

### **How do we collect information from you?**

We obtain information about you when you use our website, for example, when you contact us about products and services and when you contact us by phone or post.

### **What type of information is collected from you?**

The personal information we collect might include your name, address, email address, IP address, and information regarding what pages are accessed and when. If you make a purchase from us, your card information is not held by us, it is collected by our third party payment processors, who specialise in the secure online capture and processing of credit/debit card transactions, as explained below.

## **How is your information used?**

We may use your information to:

- process orders that you have submitted
- notify you of changes to our services or products
- send you communications which you have requested and that may be of interest to you
- process a job application

We review our retention periods for personal information on a regular basis. We are legally required to hold some types of information to fulfil our statutory obligations. We will hold your personal information on our systems for as long as is necessary for the relevant activity, or as long as is set out in any relevant contract you hold with us.

## **Who has access to your information?**

We will not sell or rent your information to third parties.

We will not share your information with third parties for marketing purposes.

**Third Party Service Providers working on our behalf:** we may pass your information to our third party service providers, agents subcontractors and other associated organisations for the purposes of completing tasks and providing services to you on our behalf (for example to process deliveries). However, when we use third party service providers, we disclose only the personal information that is necessary to deliver the service. Please be reassured that we will not release your information to third parties beyond the Limini Coffee network for them to use for their own direct marketing purposes, unless you have requested us to do so, or we are required to do so by law, for example, by a court order or for the purposes of prevention of fraud or other crime.

When you are using our secure online pages, your payment is processed by a third party payment processor, who specialises in the secure online capture and processing of credit/debit card transactions. If you have any questions regarding secure transactions, please contact us.

## **Your choices**

You have a choice about whether or not you wish to receive information from us. If you do not want to receive direct marketing communications from us, then you can easily do so by contacting us by email or telephone.

## **How you can access and update your information**

The accuracy of your information is important to us. We're working on ways to make it easier for you to review and correct the information that we hold about you. In the meantime, if you change email address, or any of the other information we hold is inaccurate or out of date, please email, write or phone us.

You have the right to ask for a copy of the information Limini Coffee hold about you. We may charge £10 for information requests.

## **Security precautions in place to protect the loss, misuse or alteration of your information**

When you give us personal information, we take steps to ensure that it's treated securely. Information on our website is encrypted and protected. When you are on a secure page, a lock icon will appear of your web browser. While we strive to protect your personal information, we cannot guarantee the security of any information you transmit to us, and you do so at your own risk. Once we receive your information, we make our best effort to ensure its security on our systems. Where we have given (or where you have chosen) a password which enables you to access certain parts of our websites, you are responsible for keeping this password confidential. We ask you not to share your password with anyone.

## **Profiling**

We may analyse your personal information to create a profile of your interests and preferences so that we can advise you with information relevant to you. We may make use of additional information about you when it is available from external sources to help us do this effectively. We may also use your personal information to detect and reduce fraud and credit risk.

### **Use of 'cookies'**

Like many other websites, the Limini Coffee website uses cookies. 'Cookies' are small pieces of information sent by an organisation to your computer and stored on your hard drive to allow that website to recognise you when you visit. They collect statistical data about your browsing actions and patterns and do not identify you as an individual. This helps us to improve our website and deliver a better more personalised service.

It is possible to switch off cookies by setting your browser preferences. Turning cookies off may result in a loss of functionality when using our website.

### **Links to other websites**

Our website may contain links to other websites run by other organisations. This privacy policy applies only to our website, so we encourage you to read the privacy statements on the other websites you visit. We cannot be responsible for the privacy policies and practices of other sites even if you access them using links from our website.

In addition, if you linked to our website from a third party site, we cannot be responsible for the privacy policies and practices of the owners and operators of that third party site and recommend that you check the policy of that third party site.

### **16 or Under**

We are concerned to protect the privacy of children aged 16 or under. If you are aged 16 or under, please get your parent/guardian's permission beforehand whenever you provide us with personal information.

### **Review of this Policy**

We keep this policy under regular review.