

Terms & Conditions

Access and Use of The Site

1.1 You must only use the Site in accordance with these Terms and Conditions and any applicable law.

1.2 You must not (or attempt to):

(a) interfere (or attempt to interfere) or disrupt (or attempt to disrupt) the Site or the servers or networks that host the Site;

(b) use (or attempt to use) data mining, robots, screen scraping or similar data gathering and extraction tools on the Site; or

(c) interfere (or attempt to interfere) with security-related or other features of the Site.

1.3 To place Orders and access some features of the Site, you must register an Account with us. To register an Account, you must:

(a) give us accurate and current personal information including your name, address, and a valid email address.

(b) you must be at least 18 years old, and have the capacity to enter into a legally binding agreement with us.

1.4 You are solely responsible for the activity that occurs on your Account (including Orders placed using your Account), and you must keep your Account password secure. We are not responsible for any unauthorised activity on your Account if you fail to keep your Account login information secure. We may refer fraudulent or abusive or illegal activity to the relevant authorities.

1.5 You must not use another person's Account without our, and/or the other person's, express permission. If you suspect or become aware of any unauthorised use of your Account or that your password is no longer secure, you must notify us immediately and take immediate steps to re-secure your Account (including by changing your password).

1.6 We do not warrant that the Site will be available at all times and without disruption and we provide no warranties in relation to the content of any other website linked to or from our Site.

1.7 You must not link to our Site or any part of our Site in a way that damages or takes advantage of our reputation, including but not limited to

(a) in a way to suggest or imply that you have any kind of association and affiliation with us, or approval and endorsement from us when there is none; or

(b) in a way that is illegal or unfair.

2. Information on This Site

2.1 The Site and the content on the Site are subject to copyright, trademarks and other intellectual property rights. These rights are owned by or licensed to LinenSpells.

2.2 You must not reproduce, transmit, communicate, adapt, distribute, sell, modify or publish or otherwise use any of the material on the Site, including audio and video excerpts, except as permitted by statute or with our prior written consent.

2.3 Due to photographic and screen limitations associated with the representation of products, some actual products may differ to a small extent in visual appearance (for example in colour) from the way they appear on the Site.

3. Order and Formation of Contract

3.1 When making an Order, you must follow the instructions on the Site as to how to make your Order and for making changes to your Order before you submit it.

You must pay for the Order in full at the time of ordering by one of the payment methods we provide on the Site. You must be fully entitled to use the payment method or account used for purchases. The payment method or account must have sufficient funds or credit facilities to cover the purchase.

3.3 If you discover that you have made a mistake with your Order after you have submitted it to the Site, please contact us info@linenspells.com

3.4 When you place an order, you will receive from us a Confirmation of Order by e-mail. This email will only be an acknowledgement and will not constitute acceptance of your order. A contract between us for the purchase of the goods will not be formed until you receive a shipment confirmation email from us. We are not obliged to supply the product to You until we have accepted Your Order. We may in our discretion refuse to accept an Order from You for any reason. We will notify you if we are unable to proceed the order. If we or you have cancelled your Order before it has been accepted, we will promptly refund any payment already made by you to your original payment method.

4. Delivery

4.1 We aim to deliver products to you at the place of delivery requested by you within the time indicated by us at the time of your Order, but we cannot guarantee any firm delivery dates.

4.2 We will try to let you know if we expect to be unable to meet our estimated delivery date, but, to the extent permitted by law, we will not be liable to you for any losses, liabilities, costs, damages, charges or expenses arising out of late delivery.

4.3 You may grant us an 'authority to leave' when placing your Order. If you do, you understand and agree that this authority to leave gives us and/or our couriers permission to leave the Order in question unattended by the front door – or, where applicable, at the reception or concierge's desk, or as per your instructions – of the delivery address without obtaining a signature confirming delivery at the delivery location. In these circumstances, you understand and agree that by granting us authority to leave, we and our couriers are released of all responsibility and liability for the Orders delivered and left unattended, and that this responsibility and liability transfer to you on delivery.

4.4 You must ensure that you are able to take delivery of the product without undue delay and at any time reasonably specified by us. If you are not, the couriers may leave a card giving you instructions on either re-delivery or collection from the carrier. If delivery or collection is delayed through your

unreasonable refusal to accept delivery or if you do not (within two weeks of our first attempt to deliver the product to you) accept delivery or collect the product from the carrier, then we may (without affecting any other right or remedy available to us) do either or both of the following: (a) charge you for our reasonable storage fee and other costs reasonably incurred by us; or (b) no longer make the product available for delivery or collection and notify you that we are cancelling the applicable Contract, in which case we will refund to you or your credit or debit card company as applicable any money paid to us, less our reasonable administration charges (including for attempting to deliver and then returning the product, and any storage fees as provided for above).

4.5 Please note that it might not be possible for us to deliver to some locations. If this is the case, we will inform you using the contact details that you provide to us when you make your Order and arrange for cancellation of the Order or delivery to an alternative delivery address.

4.6 Unless otherwise specified by you, all risk in the product shall pass to you upon delivery. If delivery is delayed, risk shall pass at the date when delivery would have occurred. From the time when risk passes to you, we will not be liable for loss or destruction of the product.

4.7 You must take care when opening the product so as not to damage it, particularly when using any sharp instruments.

5. Cancellation

5.1 We may terminate a Contract if the product is not available for any reason. We will notify you if this is the case and return any payment that you have made. We will usually refund any money received from you using the same method originally used by you to pay for the product.

5.2 If you wish to cancel your order, please contact us info@linenspells.com within 12 hours. No cancellation fees will apply. Once an order has been processed it cannot be cancelled and the item must instead be returned to us in accordance with the Returns Policy.

6. Nothing in these Terms and Conditions excludes or limits your statutory rights as a consumer or our Liability for any liability which cannot be excluded or limited by applicable law.

7. In performing any obligation under these Terms and Conditions, our only duty is to exercise reasonable care and skill.

8. It is your responsibility to ensure that the products are sufficient and suitable for your purposes and meet your individual requirements. We do not warrant that the products will meet your individual requirements. You acknowledge that the products are standard and not made bespoke to fit any particular requirements that you may have.

9. In the event of any dispute under these Terms and Conditions the parties agree to negotiate in good faith to resolve the dispute. Any dispute or difference whatsoever arising out of or in connection with these Terms and Conditions which cannot be resolved by the parties shall be submitted to mediation in accordance with, and subject to, The Lithuanian courts.

10. We shall not be liable for any breach of our obligations under these Terms and Conditions where we are hindered or prevented from carrying out our obligations by any cause outside our reasonable

control, including by lightning, fire, flood, extremely severe weather, strike, lock-out, labour dispute, act of God, war, riot, civil commotion, malicious damage, failure of any telecommunications or computer system, compliance with any law, accident (or by any damage caused by any of such events).

11. These Terms and Conditions (and all non-contractual relationships between you and us) shall be governed by and construed in accordance with the law of Lithuania and both parties hereby submit to the jurisdiction of the courts of Lithuania.

12. Change of the Terms and Conditions: We reserve the right to amend these Terms and Conditions at any time. All amendments to these Terms and Conditions will be posted online. However, continued use of the Site will be deemed to constitute acceptance of the new Terms and Conditions.