

Regulations

Regulations when purchasing items using the Online Store www.timelesschristmastrees.com

General provisions

§1

1. The Online Store, which functions under the web address www.timelesschristmastrees.com is managed by ADAL Ilc, ul. Lipowa 72, Kozięgłówki, 42-350, Kozięgłowy Poland (nr KRS 0000565530, NIP: 8971810622 REGON 361956871) concerning the field of retail and wholesale sales via the internet.
2. These Regulations define the overall terms, rules and ways of sale managed by ADAL Ilc based in Kozięgłowy, via the online store www.timelesschristmastrees.com (from now on referred to as "Store") as well as establish rules and conditions for providing free electronic services.
3. The ability to access the Store and use all of its functions, including placing orders, is dependent on:
 - a. Ownership of a computer with access to internet as well as a web browser such as internet explorer
 - b. Ownership of an active e-mail account
 - c. Registration at the Store with intent to order
4. Definitions
 - a. Working days: days from Monday to Friday, excluding days free from work
 - b. Seller: ADAL Ilc based in , ul. Lipowa 72, Kozięgłówki, 42-350, Kozięgłowy, Poland
 - c. Client: meaning an entity for whom, in accordance with regulations and laws, services can be provided via the internet or a sales agreement made.
 - d. Consumer: meaning a physical being making a legal transaction with the entrepreneur not related to his/hers business or professional activity.
 - e. Client Account: meaning an individual panel for each client, created for him/her by the Seller, after the registration process and a contract for the provision of Client Account services.
 - f. Registration: meaning an activity done in accordance with the regulations, which is necessary for the Client to use all of the functions of the Store.
 - g. Supplier: meaning an entity, with whom the Seller is cooperating to deliver his goods to the Client.
 - i. DPD
 - ii. Polish Mail SA
 - h. Goods: products presented at the Store, with a description shown with each of the products that can be a basis for a contract of sale.
 - i. Order: Clients declaration of intent, resulting in a contract of sale, specifying the type and amount of goods.
5. Rules for clients data protection are located in the tab Privacy Policy.

Rules of Sale

§2

1. Information about the goods located at the online Store, in particular their descriptions, technical parameters and prices, are an invite to the contract of sale, within the meaning of art. 71 of the Civil Code.
2. Prices of products are gross prices (including VAT) and are shown in Polish Zloty (PLN) or English Pounds (GBP). Delivery costs are done separately for each order and depend on the size and value of the delivery as well as the selected delivery company, Clients will be informed about the costs of delivery while selecting one during the ordering process.
3. To place an order, a client must first register, as mentioned in **§3** and complete an electronic order form located on the online Store and sent to the Seller. Orders can be placed 7 days a week, 24 hours a day.
4. In the event of submitting false or incomplete information by the client within the order form, in particular a false or incomplete address, the Store hold no responsibility for any failed or late deliveries.
5. The Store hold the right to decline the realisation of an order, if the information provided by the Client are incomplete, false or are highly dubious.
6. In order to prove the terms of sale the Store will provide the Client with a VAT invoice or receipt, in accordance with tax regulations.
7. The Store makes every effort to ensure that every description of the products located on the Store are consistent with reality and current inventory states. In the event of products being entirely or partially unavailable, the Store will promptly notify the Client, also informing on future availability, and in the event or receiving payment it will return the amount in full.
8. Orders accepted for realisation correspond to the Clients obligation to pay the full price of said items to the Store.

§3

1. In order to create a Client Account, the Client is required to complete a free of charge registration by filling out the registration form located on the website of the Store and to send it to the Seller via email. During the registration the client will select his individual password.
2. When filling out the registration form the Client:
 - a. Has the option to familiarise himself/herself with the rules and regulations of the Store, and accepting said terms by selecting an appropriate field within the form.
 - b. Can freely consent to the processing of his personal data for marketing purposes by selecting an appropriate field within the form. Giving this consent is not a condition to make any contracts with the Seller. The consent can be redacted at any given time by submitting an appropriate form to the seller's address or via the online website.
3. After a successful registration process the Client will receive an electronic notification, to the selected email address, confirming the registration process with the Seller. From that point on a contract is made for the provision of an online Client Account, and the Client is granted access to the said Client Account.

§4

1. In order to form a sales contract via the online Store, it is necessary to:
 - a. Register as highlighted in **§2**
 - b. Complete an order form, available on the online Store, including a name and surname, address, email and phone number.
 - c. Select a product based on the information and technical details displayed to the Client on the online Store. Items are selected by adding them into your basket.
2. Once all of the necessary information has been supplied by the client, a summary of the order will be displayed containing information about the products ordered, price for a single product and all of them together including VAT (and delivery costs), a way to contact the Seller, chosen payment method and term of payment, chosen time and method of delivery, Client's contact data, invoice details. In case of Clients who are consumers, the summary will also include a reminder on the right to withdraw from the contract.
3. For an order to be sent, the Client needs to accept the contents of the Store Regulations.
4. An order sent to the Seller by the client constitutes an offer to a contract for the sale of goods which are the subject of said order.
5. Once an order has been made, the seller will send, via email, the following information to the client:
 - a. A message confirming the order has been received as well as an individual order number
 - b. Confirmation that the order has been approved to be realised by the Store, which constitutes the acceptance of the order by the Seller and the sales contract is concluded.

PAYMENT METHODS

§5

The client can select from the following payment methods

1. A bank transfer via an outside payment system DotPay (realisation begins once the Client receives confirmation from the Seller of the orders acceptance, and once the Seller receives information from the DotPay system of the payment going through successfully).
2. By cash upon receiving the goods – payment at the Sellers collection point (The order is realised by sending the Client the confirmation of acceptance by the Seller, the goods are later dispensed at the collection point)
3. Cash upon delivery: payable to the delivery person upon receiving the package (Realisation and dispatch of order commences after the Client receives confirmation of acceptance from the seller)

DELIVERY OF GOODS

§6

1. The goods are delivered to the selected address by the client during the ordering process.
2. The seller includes realisation and delivery times of orders on the online Store.
3. The client can select from the following delivery option:
 - a. By a currier company
 - b. By a mail operator
 - c. To a parcel locker
 - d. Pickup at the collection point
4. Delivery costs will be established during the ordering process.
5. On the day the order will be dispatched the Client will be notified, via email, of the successful realisation of the order by the Seller.

In case of detecting any damage or any other problems the Client has the right to demand ,from the Delivery official, a correct form stating the fact.

In case of the order being incorrect, the client has the right to not accept the order and notify the Seller of the incorrect parcel.

In case the packaging is worn or damaged, or there is evidence the package has been opened, the Client must not accept the order or open with in the presence of the delivery person.

COMPLAINTS

§7

1. The Seller answers to the Client, including a Client being a Consumer as in the Civil Code, under the warranty for any defect in goods under the term of the art. 556 – 576 of the Civil Code.
2. Complaints need to be forwarded, in written form, to the following address: ADAL Sp. z o.o., Kozięglowki, ul. Lipowa 72, 42-350 Kozięglowy, Poland or by email to the following address: shop@timelesschristmastrees.com
3. In order to for the Clients complaint to be considered, he/she needs to submit the item in question as well as proof of purchase. The Client is required to deliver the item in question to the specified address as outline in art 2. In the case of the Client being a Consumer the delivery costs will be covered by the Seller.
4. The seller is required to consider ever complaint within 14 days.
5. In case of missing data in the complaint, the Seller will contact the Client to complete the claim as soon as possible and no later than 7 days, from the day of receiving the complaint.

WITHDRAWAL FROM CONTRACT BY THE CONSUMER

§8

1. Client being a Consumer as conveyed in the Civil Code, that has made a contract with the Seller can withdraw from said contract without any given reason by sending a required form within 14 days. To extend the term, all one has to do is send a form before the term is up to sellers mail or email address shop@timelesschristmastrees.co.uk
2. The Client can formulate an statement by themselves or use an already provided from, which is attached to the store Regulations.
3. The period to withdraw from the sales contract starts from the moment the goods are delivered to the Client.
4. Once the seller receives the withdrawal form from the client, he will send a replay of having received the from to the Clients email.
5. In case of the withdrawal from the sales contract, the contract is considered void. What, both parties have provided is returned unchanged, unless a change was necessary within the bounds of management.
The return of goods to the Seller should happen immediately, no later than 14 days from the day the Consumer has withdrawn from the contract. Goods should be returned to the following address: ADAL Sp. z o.o., Kozięglowki, ul. Lipowa 72, 42-350 Kozięglowy, Poland
6. The seller immediately, no later than 14 days from the day of receiving the withdrawal from, must return the cost of goods that have been ordered, including delivery costs. The Seller can withhold the return of funds until the gods have been safely returned to him or until the Client provides proof of the goods having been sent back.
7. The seller will refund the costs in the same way the Client has chosen to pay for them in the first place unless the Client has specified a different way for the money to be refunded.
8. If the Consumer has elected a delivery method other than the cheapest option offered, the Seller is not obligated to return the delivery costs to the Client.
9. In accordance with the Act, the right to withdraw from the contract of sale is not granted to Clients as specified in art. 38 points 1-18 of the Act, especially for the contracts:
 - a. In which the subject of the service is a non-prefabricated item, especially manufactured in accordance to the clients specifications or serving to satisfy his individual needs.
 - b. In which the subject of the service are items, which once delivered, based on their characteristics, become inseparably connected with other elements.
10. The client holds all responsibility for the reduction of value of products, which resulted from longer usage than necessary to check for defect or faults.
11. The Store does not accept cash on delivery refunds.

ELECTRONICALLY PROVIDED FREE-OF-CHARGE SERVICES

§9

1. The Seller provides to the Clients, free of charge electronic services:
 - a. Contact form
 - b. Client account management
 - c. Newsletter
 - d. Posting opinions by the Clients
2. The seller reserves the right to choose and change the type, form, time and method of granting access to the selected services referred to in ust. 1.

§10

Contact From service relies on the Client, sending the seller a message via a form located on the online store. The resignation from this service consists in ceasing to send messages to the Seller.

§11

“Account Management” consists of providing the Client with access to his dedicated panels as part of the Store’s website, allowing for data modification, which have been submitted during Registration, as well as tracking open orders and history of his/hers previous orders. This service is available after the completion of the registration process in compliance with the store Regulations.

The resignation from this service consists of the Clients request from his account to be deleted, which the Seller is obliged to limitedly comply with.

§12

The “Newsletter” service relies on the Seller sending the Client, electronic messages containing information about new product, deals and services offered by the Seller via email. Each Client is entitled to use the Newsletter service once he provides the Seller with an email address via the especially prepared form available at the online Store. Once the completed form is received by the Seller, the Client will receive a confirmation via email to the specified email address during the registration process. From this point on a contract is made for the provision of the Newsletter service.

The client can withdraw from this service at any given time by unsubscribing via the highlighted link in every electronic message send to the Client as part of the Newsletter or by activating an adequate square in the Client Account.

§13

1. The service “Posting opinions” consists in enabling the Client with a Client account, to publish comments regarding products via the Store website. To withdraw from this service, the Client has to stop posting opinions on the online Store and he/she can do this at any given moment.
2. The posting of opinions and making them public is voluntary, the Client makes so of free will. The posted text is in no way tie to the Seller and as such the Seller does not bear any

consequences for his Clients posts. The Seller is not the supplier of said texts nor does he actively managed them.

3. It is forbidden to post, by the Client, the following texts:
 - a. Anything that could be considered harmful to any third parties,
 - b. Personal data of third parties and the disseminating their image without the legal permission or consent of the third party,
 - c. Anything tied to marketing
 - d. Anything tied to promotions
 - e. Text that could be in violation of the Sellers interests
 - f. Anything that could be in violation of the store Regulations, the law or good conduct
4. In case if the Client, or any other entity, decide that a piece of text located on the Sellers website is encroaching on their rights, personal goods, good conduct and others, they should notify the Seller right away. The seller will then take immediate action to modify or remove the inappropriate texts from the online Store.

§14

The Seller can and will lock access to the Client Account and other free services, if the client is acting in a damaging way to the Seller or other clients, violates any Laws and Regulations. The Client will be informed via email of such an occurrence.

§15

The Client can file a complaint with the seller that has resulted from the use of the free of charge online services. The complaint can be filed electronically and sent to the Stores email shop@timelesschristmastrees.co.uk . Within the complaint the client needs to outline what has happened, the Seller has to reply to the complaint within 14 days of receiving said complaint.

FINAL PROVISIONS

§16

1. Settlement of any disputes arising between the Seller and the Client, that is the Consumer as seen in the Civil Code, is submitted to competent courts in accordance with the Civil Code of procedure.
2. Settlement of any disputes arising between the Seller and the Client, that is not the Consumer, is submitted to competent courts based on the Sellers location.
3. The Client being a Consumer has the right to use out-of-court resource to settle complaints and claims. Rules and regulations for those are available at websites of headquarters of such entities that are qualified to settle complaints and claims. Those may be, in particular, consumer ombudsmen or provincial inspectors of the Trade Inspection, the list of which is available on the website of the Office of Competition and Consumer Protection.
4. The seller informs that under the address <http://ec.europa.eu/consumers/odr/> you can find an online platform for settling disputes at the European Union level.
5. For cases not regulated by the above regulations you should look to the Civil Code, Laws for the provision of electronic services, Laws for consumer rights and any other appropriate polish laws.
6. The contents of the above Regulations are subject to change. The client will be informed of any changes via a post on the main page of the online Store including all of the changes and when they will take effect. Time it takes for changes to take place will not be shorter than 7 days from the day of the announcement. Orders made before the changes take effect will be realised in compliance with the Regulations that were in effect during the ordering process.

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