

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. If you are not sure about anything, just phone us on 0808 568 0969.

Application

1. These Terms and Conditions will apply to the purchase of the services and goods by you (the **Customer** or **you**). We are SmartAlaba a company registered under CAC in Nigeria under number RC1582410 whose registered office is at 30 Wetheral road, Owerri , Imo State and whose trading address is 30 Wetheral Road, Owerri , Imo State, with email address info@smartalaba.com; telephone number 0808 568 0969; (the **Supplier** or **us** or **we**).
2. These are the terms on which we sell all Services to you. Before placing an order on the Website, you will be asked to agree to these Terms and Conditions by clicking on the button marked 'I Accept'. If you do not click on the button, you will not be able to complete your Order. You can only purchase the Services and Goods from the Website if you are eligible to enter into a contract and are at least 18 years old.

Interpretation

3. **Contract** means the legally-binding agreement between you and us for the supply of the Services;
4. **Delivery Location** means the Supplier's premises or other location where the Services are to be supplied, as set out in the Order;
5. **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;
6. **Goods** means any goods that we supply to you with the Services, of the number and description as set out in the Order;
7. **Order** means the Customer's order for the Services from the Supplier as submitted following the step by step process set out on the Website;
8. **Privacy Policy** means the terms which set out how we will deal with confidential and personal information received from you via the Website;
9. **Services** means the services advertised on the Website, including any Goods, of the number and description set out in the Order;

10. **Website** means our website <https://smartalaba.com/> on which the Services are advertised.

Services

11. The description of the Services and any Goods is as set out in the Website, catalogues, brochures or other form of advertisement. Any description is for illustrative purposes only and there may be small discrepancies in the size and colour of any Goods supplied.
12. In the case of Services and any Goods made to your special requirements, it is your responsibility to ensure that any information or specification you provide is accurate.
13. All Services which appear on the Website are subject to availability.
14. We can make changes to the Services which are necessary to comply with any applicable law or safety requirement. We will notify you of these changes.

Customer responsibilities

15. You must co-operate with us in all matters relating to the Services, provide us and our authorised employees and representatives, provide us with all information required to perform the Services.
16. Failure to comply with the above is a Customer default which entitles us to suspend performance of the Services until you remedy it or if you fail to remedy it following our request, we can terminate the Contract with immediate effect on written notice to you.

Personal information

17. We retain and use all information strictly under the Privacy Policy.
18. We may contact you by using e-mail or other electronic communication methods and by pre-paid post and you expressly agree to this.

Basis of Sale

19. The description of the Services and any Goods in our website does not constitute a contractual offer to sell the Services or Goods. 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.
20. 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.
21. A Contract will be formed for the 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 supplied under the Contract,

and before performance begins of any of the Services.

22. Any quotation (as defined below) is valid for a maximum period of 30 days from its date, unless we expressly withdraw it at an earlier time.
23. No variation of the Contract, whether about description of the 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.
24. 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.

Fees and Payment

25. The fees (**Fees**) for the Services, the price of any Goods (if not included in the Fees) and any additional delivery or other charges is that set out on the Website at the date we accept the Order or such other price as we may agree in writing. Prices for Services may be calculated on a fixed price or on a standard daily rate basis.
26. Fees and charges include VAT at the rate applicable at the time of the Order.
27. 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 your requested quotation.

Delivery

28. We will deliver the Services, including any Goods, to the Delivery Location by the time or within the agreed period or, failing any agreement:
 - a. in the case of Services, within a reasonable time; and
 - b. in the case of Goods, without undue delay and, in any event, not more than 14 days after the day on which the order is placed.
29. In any case, regardless of events beyond our control, if we do not deliver the Services on time, you can require us to reduce the Fees or charges by an appropriate amount (including the right to receive a refund for anything already paid above the reduced amount). The amount of the reduction can, where appropriate, be up to the full amount of the Fees or charges.
30. In any case, regardless of events beyond our control, if we do not deliver the Goods 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, 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.

31. If you treat the Contract at an end, we will (in addition to other remedies) promptly return all payments made under the Contract.
32. If any Goods form a commercial unit (a unit is a commercial unit if division of the unit would materially impair the value of the goods or the character of the unit) you cannot cancel or reject the Order for some of those Goods without also cancelling or rejecting the Order for the rest of them.
33. We deliver to addresses in Nigeria or the nearest logistic pick-up points.
34. You agree we may deliver the Goods in instalments if there's a shortage of stock or other genuine and fair reason, subject to the above provisions and provided you are not liable for extra charges.
35. If you or your nominee fail, through no fault of ours, to take delivery of the Services at the Delivery Location, we may charge the reasonable costs of storing and redelivering them.
36. The Goods will become your responsibility from the completion of delivery or Customer collection. You must, if reasonably practicable, examine the Goods before accepting them.

Risk and Title

37. Risk of damage to, or loss of, any Goods will pass to you when the Goods are delivered to you.
38. Full payment is required before orders can be processed

Withdrawal and cancellation

39. You can withdraw the Order by telling us no later than 24 hours after your order, if you simply wish to change your mind and without giving us a reason, and without incurring any liability, enquiry fee will not be refunded in this case.
40. 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 and services (with no others) in the following circumstances:
 - a. foodstuffs, beverages or other goods intended for current consumption in the household and which are supplied on frequent and regular rounds to your residence or workplace;
 - b. goods that are made to your specifications or are clearly personalised;
 - c. goods which are liable to deteriorate or expire rapidly.

Right to cancel

41. Subject as stated in these Terms and Conditions, you can cancel this contract within 24 hours without giving any reason.
42. The cancellation period will expire after 24 hours from when the payment for order is made.
43. 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 by email. You must be able to show clear evidence of when the cancellation was made to ensure full refund of monies paid.

44. 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.

Commencement of Services in the cancellation period

45. We must not begin the supply of a service (being part of the Services) before the end of the cancellation period unless you have made an express request for the service.

Effects of cancellation in the cancellation period

46. Except as set out below, if you cancel this Contract, we will reimburse to you all payments except the enquiry fee received from you.

47. 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 and services as its object.

Conformity and Guarantee

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

49. Upon delivery, the Goods will:

- a. be of satisfactory quality;
- b. be reasonably fit for any particular purpose for which you buy the Goods which, before the Contract is made, you made known to us (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.

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

51. We will supply the Services with reasonable skill and care.

52. We will immediately, or within a reasonable time, give you the benefit of the free guarantee given by the manufacturer of the Goods. Details of the guarantee, including the name and address of the manufacturer, the duration and territorial scope of the guarantee, are set out in the manufacturer's guarantee supplied with the Goods. This guarantee will take effect at the time the

Goods are delivered and will not reduce your legal rights.

53. In relation to the Services, anything we say or write to you, or anything someone else says or writes to you on our behalf, about us or about the Services, is a term of the Contract (which we must comply with) if you take it into account when deciding to enter this Contract, or when making any decision about the Services after entering into this Contract. Anything you take into account is subject to anything that qualified it and was said or written to you by us or on behalf of us on the same occasion, and any change to it that has been expressly agreed between us (before entering this Contract or later).

Duration, termination and suspension

54. The Contract continues as long as it takes us to perform the Services.
55. Either you or we may terminate the Contract or suspend the Services at any time by a written notice of termination or suspension to the other if that other:
- a. commits a serious breach, or series of breaches resulting in a serious breach, of the Contract and the breach either cannot be fixed or is not fixed within 30 days of the written notice; or
 - b. is subject to any step towards its bankruptcy or liquidation.
56. On termination of the Contract for any reason, any of our respective remaining rights and liabilities will not be affected.

Circumstances beyond the control of either party

57. In the event of any failure by a party because of something beyond its reasonable control:
- a. the party will advise the other party as soon as reasonably practicable; and
 - b. the party's obligations will be suspended 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 (and the right to cancel below).

Privacy

58. Your privacy is critical to us. We respect your privacy and comply with the General Data Protection Regulation with regard to your personal information.
59. These Terms and Conditions should be read alongside, and are in addition to our policies, including our privacy policy (_____) and cookies policy (_____).
60. We are a Data Controller of the Personal Data we Process in providing the Services and Goods to you.
61. Where you supply Personal Data to us so we can provide Services and Goods to you, and we Process that Personal Data in the course of providing the Services and Goods to you, we will comply with our obligations imposed by the Data Protection Laws:

- a. before or at the time of collecting Personal Data, we will identify the purposes for which information is being collected;
- b. we will only Process Personal Data for the purposes identified;
- c. we will respect your rights in relation to your Personal Data; and
- d. we will implement technical and organisational measures to ensure your Personal Data is secure.

62. For any enquiries or complaints regarding data privacy, you can contact Business Development Manager at the following e-mail address: Business Development manager .

Excluding liability

63. The Supplier does not exclude liability for: (i) any fraudulent act or omission; or (ii) death or personal injury caused by negligence or breach of the Supplier's other legal obligations. Subject to this, we are 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 your business, trade, craft or profession which would not be suffered by a Consumer - because we believe you are not buying the Services and Goods wholly or mainly for your business, trade, craft or profession.

Governing law, jurisdiction and complaints

64. The Contract (including any non-contractual matters) is governed by the law of the Federal Republic of Nigeria.

65. Disputes can be submitted to the jurisdiction of the courts of the Federal Republic of Nigeria.

66. We try to avoid any dispute, so we deal with complaints as follows: If a dispute occurs customers should contact us to find a solution. We will aim to respond with an appropriate solution within 5 days.