

Terms and Conditions - v3

FacepaintStuff

02-11-2018

Als bezoeker heb je het recht een klacht in te dienen over deze website bij de autoriteit persoonsgegevens; Postbus 93374, 2509 AJ DEN HAAG

Wij verwerken de volgende gegevens die gelinkt kunnen worden aan 1 persoon; NAW-gegevens, e-mailadressen, telefoonnummers, en IP-adressen.

Doel van deze verwerking is gebruik bij verzending goederen/ bestelling, opslaan factuur, verzenden nieuwsbrieven. Order gegevens worden tot 7 jaar na het plaatsen van de order bewaard, dit ivm wettelijke verplichting door de belasting dienst.

De Klant heeft recht op inzage, correctie, verwijdering, bezwaar en overdraagbaarheid van zijn/haar gegevens. Derden die bovenstaande gegevens kunnen verzamelen, doordat u onze website, gebruikt zijn; Google (googleAnalytics), Facebook, MyParcel (verzending), Mollie (betaalmogelijkheid) Paypal (betaalmogelijkheid) Pinterest, Mijnwebwinkel.

Gegevens die je invult tijdens het plaatsen van een order of het versturen van een bericht worden opgeslagen op de servers van onze verwerker Mijnwebwinkel. Mijnwebwinkel zorgt voor een beveiligingsniveau dat past bij de te verwerken gegevens en neemt adequate maatregelen om gegevens te beschermen tegen verlies of enige vorm van onrechtmatige verwerking. Zo wordt bijvoorbeeld standaard gebruik gemaakt van een beveiligde SSL-verbinding.

General Terms and Conditions - facepaintstuff.com

Article 1 - Definitions

The following definitions apply in these terms and conditions:

Withdrawal period: the period within which the consumer can make use of his right of withdrawal;

Consumer: the natural person whose action is not within the course of a profession or business and who enters into a distance contract with the trader;

Day: calendar day;

Durable medium: every means that enables the consumer or trader to store information that is addressed to him in person in a way that facilitates future consultation and unaltered reproduction of the stored information;

Right of withdrawal: the possibility for the consumer to waive the distance contract within the withdrawal period;

Trader: the natural or legal person who offers products and/or services to consumers from a distance;

Distance contract: a contract whereby sole use is made of one or more techniques for distance communication within the framework of a system organized by the trader for the distance sale of products and/or services, up to and including the moment that the contract is concluded;

Technique for distance communication: means that can be used for concluding a contract, without the consumer and trader being in the same place at the same time.

Article 2 - Identity of the trader

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Article 3 - Applicability

1. These general terms and conditions apply to every offer made by a trader and to every distance contract that is realised between a trader and a consumer.

2. If the distance contract is concluded electronically, then the consumer will be provided with the text of these general terms and conditions electronically, in such a way that the consumer can easily store them on a durable data carrier. If this is not reasonably possible, then before concluding the distance contract, the trader will indicate where the general terms and conditions can be inspected electronically and that at his request they will be sent to the consumer free of charge, either electronically or in some other way.

3. In cases where specific product terms and conditions apply in addition to these general terms and conditions, the third paragraph apply by analogy and the consumer can always invoke the applicable condition that is most favorable to him in the event of incompatible general terms and conditions.

Article 4 - The offer

1. If an offer is subject to a limited period of validity or is made subject to conditions, this will be explicitly mentioned in the offer.

2. The offer contains a complete and accurate description of the products being offered. The description is sufficiently detailed to enable the consumer to make a proper assessment of the offer. If the trader makes use of

illustrations, these will be a true representation of the products being offered. The trader is not bound by obvious errors or mistakes in the offer.

3. Every offer will contain such information that makes it clear to the consumer what rights and obligations are involved in accepting the offer. This includes, in particular:

- the price, including taxes;
- any costs of delivery;
- the way in which the contract shall be concluded and which actions this will require;
- the method of payment, delivery and implementation of the contract;
- the period for accepting the offer or the period for which the trader guarantees the price.

Article 5 – The contract

1. The contract will be concluded, subject to that which is stipulated in paragraph 4, at the moment at which the consumer accepts the offer and the conditions thereby stipulated have been fulfilled.
2. If the consumer has accepted the offer electronically, the trader will immediately confirm receipt of acceptance of the offer electronically. The consumer can dissolve the contract as long as this acceptance has not been confirmed by the trader.
3. If the contract is concluded electronically, the trader will take suitable technical and organizational measures to secure the electronic transfer of data and he will ensure a safe web environment. If the consumer is able to pay electronically, the trader will take suitable security measures.
4. The trader may obtain information – within statutory frameworks – about the consumer's ability to fulfill his payment obligations, as well as about facts and factors that are important for the responsible conclusion of the distance contract. If that research gives the trader proper grounds for declining to conclude the contract, then he has a right, supported by reasons, to reject an order or application or to bind its implementation to special conditions.

Article 6 – Right of withdrawal

1. When purchasing products, a consumer has the possibility of dissolving the contract, without giving reasons, during fourteen days. This period commences on the day after the product was received by the consumer or a representative previously designated by the consumer and announced to the trader.
2. During this period the consumer will treat the product and its packaging with care. He will only unpack or use the product as far as necessary in order to be able to assess whether he wishes to retain the product. If he wishes to exercise his right of withdrawal, then he will return the product to the trader, with all associated components, and – in as far as this is reasonably possible – in the original state and packaging, in accordance with the reasonable and clear instructions that were provided by the trader.

Article 7 – Costs in a case of withdrawal

1. If a consumer makes use of his right of withdrawal, he shall be responsible for, at most, the costs of returning the goods.
2. If the consumer has paid a sum, the trader will refund this sum as quickly as possible, though at the latest within 30 days after the goods were returned or after the withdrawal.

Article 8 – The price

1. During the period of validity indicated in the offer, the prices of the products being offered will not be increased, except for price changes in VAT-tariffs.
2. Contrary to the previous paragraph, the trader may offer products at variable prices, in cases where these prices are subject to fluctuations in the financial market over which the trader has no influence. The offer must refer to this link with fluctuations and the fact that any prices mentioned are recommended prices.
3. Price increases within 3 months after the contract was concluded are only permitted if they are the result of statutory regulations or stipulations.
4. Prices stated in offers of products include VAT.

Article 9 – Conformity and Guarantee

1. The trader guarantees that the products fulfill the contract, the specifications stated in the offer, the reasonable requirements of reliability and/or serviceability and the statutory stipulations and/or government regulations that existed on the date that the contract was concluded. If agreed the trader also guarantees that the product is suited for other than normal designation.
2. A guarantee arrangement offered by the trader, manufacturer or importer does not affect the legal rights and claims that a consumer, as a result of the contract, can enforce against the trader.

Article 10 – Supply and implementation

1. The trader will take the greatest possible care when receiving and implementing orders for products and when assessing applications for the provision of services.
2. The place of delivery is deemed to be the address that the consumer makes known to the company.
3. Taking into consideration that which is stated in article 4 of these general terms and conditions, the company will implement accepted orders with efficient expedition, though at the latest within 30 days, unless a longer period of

delivery has been agreed. If delivery suffers a delay, or if the delivery cannot be implemented, or only partially, the consumer will be informed about this at the latest 30 days after the order was placed. In this case, the consumer has a right to dissolve the contract free of charge and a right to possible damages.

4. In the case of dissolution in accordance with the previous paragraph, the trader will refund the consumer the sum paid as quickly as possible, though at the latest within 30 days after that dissolution.

5. Should delivery of a product that has been ordered prove impossible, the trader will attempt to provide a replacement article. The fact that a replacement article is being supplied will be stated clearly and intelligibly, at the latest upon delivery. The right of withdrawal cannot be precluded in the case of replacement articles. The costs of return shipments will be charged to the trader.

6. The risk of damage and/or loss of products rests upon the trader up to the moment of delivery to the consumer or a representative previously designated by the consumer and announced to the trader, unless this has explicitly been agreed otherwise.

Article 11 - Payment

1. As far as no other date has been agreed, sums payable by the consumer should be paid within 14 days after the start of the withdrawal period as stipulated in article 6 paragraph 1. In the case of a contract to provide a service this 14 days start on the moment the consumer receives the traders confirmation of the contract.

2. When selling products to consumers, the general terms and conditions may stipulate an advance payment. Where advance payment is stipulated, the consumer cannot invoke any rights whatsoever in relation to the implementation of the order or service(s) in question before the stipulated advance payment has been made.

3. The consumer is obliged to report immediately to the trader any inaccuracies in payment data provided or stated.

4. In the event of non-payment on the part of the consumer, the trader has the right, subject to statutory limitations, to charge the consumer reasonable costs about which the consumer was informed in advance.

Article 12 - Complaints procedure

1. Complaints about exercising the contract must be submitted to the trader without delay, in their entirety and clearly defined, after the consumer has discovered the defects.

2. A reply to complaints submitted to the trader will be provided within a period of 14 days, calculated from the date of receipt. If it is anticipated that a complaint will require a longer processing time, then the trader will reply within 14 days, confirming receipt and indicating when the consumer can expect a more elaborate reply.

Article 13 - Disputes

Contracts entered into between an trader and a consumer and which are subject to these general terms and conditions are subject only to Dutch law.

Article 14 Additional or different stipulations

Additional stipulations or stipulations that differ from these general terms and conditions, may not be detrimental to the consumer and should be recorded in writing, or in such a way that consumers can store them in a readily accessible manner on a durable medium.

Rights can only be derived on the basis of the Dutch version of these general terms and conditions.