

TERMS & CONDITIONS

Please read these terms and conditions agreement before using or submitting content/products. By continuing to use Botanical Voyage, or by submitting content to Botanical Voyage you agree to abide and be bound by these terms and conditions.

Article 1. Definitions

These conditions apply to:

1. Additional agreement: an agreement whereby the consumer acquires products in conjunction with a remote agreement and these products are provided by the seller or a third party based on the agreement between the third party and the seller;
2. Cooling-off period: the period in which the consumer can exercise his right of withdrawal;
3. Consumer: the person who is not acting on purposes linked to his trade, company, craft, or business activities;
4. Day: calendar day
5. Digital content: content that can be produced and delivered digitally.
6. Term Agreement: an agreement that extends to the regular delivery of goods, services and/or digital content for a certain period;
7. Durable medium: any device – including email – that enables the consumer or the seller to store information addressed to him in such a way that allows future reference or use for a period appropriate to the purpose for which the information is intended, and which allows the unmodified reproduction of the information stored; or which enables the seller to store information addressed to him personally in such a way that allows future reference or use for a period appropriate to the purpose for which the information is intended, and which allows the unmodified reproduction of the information stored.
8. Right of withdrawal: the consumer's right to end the remote agreement within the cooling-off period.
9. Seller: the natural or legal person who offers the consumer (access to) products remotely;
10. Remote agreement: an agreement between the seller and the consumer, as part of an organised system to remotely sell products, with the exclusive or inclusive use of one or multiple techniques for remote communication up to and including the conclusion of the agreement;
11. Model withdrawal form: the European model withdrawal form;
12. Techniques for remote communication: means that can be used to close an agreement, without the seller and the consumer having to be in the same room at the same time.

Article 2. the seller's identity

Botanical Voyage a brand of Brand atelier

Laan van meedervervoort 324-1 S-granvenhage

hello@botanicalvoyage.com

KVK: 70877912

Article 3. Applicability

1. These general terms and conditions apply to each of the seller's products, and to reach agreement between the seller and the consumer.
2. These terms and conditions are made available to the consumer before a remote agreement is made. If this is not possible, the seller will make sure that these general terms and conditions are made available to, or sent to the consumer free of charge, before the remote agreement is made.
3. If the remote agreement is made electronically, notwithstanding the preceding paragraph and before the remote agreement is made, the text of these general terms and conditions can be made available to the consumer electronically, providing they can easily be saved on a durable medium by the consumer. If this is not possible, the seller will explain where the general terms and conditions can be obtained electronically and will be sent to the consumer electronically or otherwise free of charge before the remote agreement is made.
4. In the event that specific conditions also apply to specific products, the second and third paragraph will apply, and in case of conflicting terms, the consumer can always rely on the applicable a provision that is most favourable to him.

Article 4. Products

1. If stocks are limited or subject to conditions, this will explicitly be stated in the offer.
2. Descriptions contain complete and accurate information about the products. The descriptions are detailed enough to allow a proper assessment of the available products by the consumer. If the business uses images, these should be a true representation of the products on offer. Any mistakes or errors in the descriptions or images are not binding.
3. Each offer contains sufficient information so that it is clear to the consumer what rights and obligations are connected to the acceptance of the offer.

Article 6. Right of withdrawal

Products:

1.
 1. Consumers have the right to dissolve an agreement regarding the purchase of a product during a 14-day cooling-off period without giving any reason. De seller may ask the consumer about the reason, but the consumer is not required to stating the reason(s).
 2. The cooling-off period as stated in paragraph 1, shall begin on the day after the consumer, or a third-party designated by the consumer in advance, who is not the carrier, has received the product, or:
 - A. if the consumer has ordered multiple products in one order: the day that the consumer, or a third party designated by the consumer in advance, has received the final product. The seller may refuse a delivery of multiple products with a different delivery, provided that the consumer has been informed of this prior to the ordering process in a clear manner.
 - B. if the delivery of a product consists of multiple deliveries or parts: the day that the consumer, or a third-party designated by the consumer in advance has received the final delivery or part;
 - C. if the agreement is for the regular delivery of goods during a certain period: the day that the consumer, or a third party designated by the consumer in advance, receives the first product.
 3. If the seller has not provided the consumer with the legal notice of the withdrawal rights or has failed to provide a standard form for withdrawal, the cooling-off period shall expire twelve months after the end of the original cooling-off period determined in the preceding paragraphs of this article.
 4. If the seller has provided the consumer with the information referred to in the previous paragraph within twelve months after the initial cooling-off period, the cooling-off period expires 14 days after the day that the consumer receives that information.

Article 7. Obligations of the consumer during the cooling-off period

1.
 1. The consumer will take care of the product and the packaging during this period. The product will only be unpacked or used to the extent necessary to establish the nature, characteristics, and functioning of the product. The premise here is that the consumer may only use and inspect the product as he would be allowed to in a shop.
 2. The consumer shall only be liable for the diminished value of a product which is the result of dealing with the product beyond permitted in paragraph 1.

3. The consumer is not liable for the diminished value of the product if the seller has failed to provide the legal information surrounding the right of withdrawal before or after the sale.

Article 8. Exercising the right of withdrawal by the consumer, and costs

1. If the consumer wishes to exercise the right of withdrawal, he shall do so within the cooling-off period and use the standard withdrawal form, or make it clear to the seller in an unambiguous manner.
2. The consumer will send the product back or hand the product over to (a representative of) the seller as soon as possible, but at least within 14 days from the notification mentioned in article 1. This is not necessary if the seller has agreed to collect the item. In any case, the consumer must return the product before the cooling-off period has expired.
3. The consumer should return the product including all components in original condition and packaging, and in accordance with the reasonable and clear instructions provided by the seller.
4. The risk and burden of proof regarding the correct and timely exercise of the right of withdrawal lies with the consumer.
5. The consumer bears the direct costs of returning the product unless the seller does not mention clearly that the consumer bears these costs, or if the seller indicates that the costs will be covered.
6. If the consumer exercises his right of withdrawal, any additional agreements will be dissolved automatically.

Article 9. The seller's obligations in case of withdrawal

1. If the seller enables notification of withdrawal by the consumer electronically, the seller shall send a confirmation immediately upon receipt.
2. The seller shall reimburse all payments to the consumer, excluding any delivery costs made by the seller for the returned product, immediately but at least within 14 days following the day the consumer has notified the seller of withdrawal. Unless the seller offers to collect the product, he may wait to reimburse the consumer until the product has been received or until the consumer has proven that the product has been returned, whichever is earlier.
3. The seller will reimburse the consumer in the same method as payment unless the consumer agrees to a different method. *The reimbursement is free of charge to the consumer.*

Article 10. Exclusion of the right of withdrawal

The seller can exclude the following products from the right of withdrawal, providing the seller has clearly stated this in the offer, or prior to purchasing:

1. products manufactured according to the consumer's specifications, not prefabricated, and manufactured according to the individual choice or decision of the consumer, or intended for a clear specific person;
2. products that spoil quickly or have a limited shelf-life;
3. sealed products that are unsuitable for return due to reasons of health or hygiene, and which have been unsealed after delivery;
4. products that, due to their nature, have been inseparably mixed after delivery;
5. sealed audio, video, and computer software, of which the seal has been broken after purchase;
6. newspapers, periodicals, or magazines, with the exception of subscriptions;
7. the supply of digital content other than on a tangible medium, but only providing:
 - A. the performance has started with the explicit prior consent of the consumer;
 - and
 - B. the consumer has stated that the right of withdrawal will thus be lost.

Article 11. The price

1. The prices of the products on offer will not be increased during the period stated in the offer, except for price changes due to fluctuations in the VAT rates.
2. Notwithstanding the previous paragraph, the seller may maintain fluctuations in price on products which are tied to fluctuations in the financial market, and which the seller has no control over. These fluctuations and the fact that prices stated are target prices, must be stated in the offer.
3. The prices of the products include VAT.

Article 12. Compliance to the agreement and extended warranty

1. The seller guarantees that the products meet the agreement, the specifications mentioned in the offer, the reasonable requirements of reliability and/or usability, and legislation and government regulations on the date of the conclusion of the sale. If agreed, the seller also ensures that the product is suitable for other than normal use.
2. An additional guarantee provided by the seller, the supplier, manufacturer, or importer, never limits the legal rights and claims of the consumer on the grounds of the agreement that can be asserted against the seller, if the seller has failed to fulfil his part of the agreement.
3. The additional guarantee is any commitment by the seller, the supplier, manufacturer, or importer, which grants the consumer certain rights or claims that go beyond the requirements by law, in the event the seller has failed to fulfil part of the agreement.

Article 13. Complaints

1. The seller has a properly documented complaints procedure and deals with complaints according to this procedure.
2. Any complaints towards the seller will be dealt with within a period of 14 days from the date of receipt. If a complaint has a foreseeable longer processing period, the seller will reply with an acknowledgement of receipt within a period of 14 days, and an indication when the consumer can expect a more detailed answer.

Article 14. Disputes

1. Agreements between the seller and the consumer pertaining to these terms and conditions fall under the law of the Netherlands.