

Article 1 - Definitions

In these terms and conditions, the following terms shall have the following meanings:

1. Supplementary contract: a contract whereby the consumer acquires products, digital content and/or services in connection with a distance contract and these products, digital content and/or services are supplied by the trader or by a third party on the basis of an agreement between that third party and the trader;
2. Grace period: The period within which the consumer can make use of his right of withdrawal;
3. Consumer: the natural person who is not acting for purposes related to his trade, business, craft or profession;
4. Day: calendar day;
5. Digital Content: data that is produced and supplied in digital form;
6. Contract for an indefinite period of time: a contract that provides for the regular delivery of goods, services and/or digital content for a specific period of time;
7. Durable data carrier: every tool - including e-mail - that enables the consumer or entrepreneur to store information that is addressed to him personally, in a way that makes future consultation or use possible for a period of time that is geared to the purpose for which the information is intended, and which enables the unaltered reproduction of the stored information;
8. Right of withdrawal: the option for the consumer to waive the distance contract within the cooling-off period;
9. Entrepreneur: the natural or legal person who offers products, (access to) digital content and/or services to consumers from a distance;
10. Distance contract: an agreement that is concluded between the entrepreneur and the consumer within the framework of an organized system for distance selling of products, digital content and/or services, whereby until the conclusion of the agreement exclusive or partial use is made of one or more techniques for distance communication;
11. Model form for withdrawal: the European model form for withdrawal included in Annex I of these Terms and Conditions; Annex I need not be provided if the Consumer does not have a right of withdrawal with regard to his order;
12. Technique for distance communication: means that can be used for concluding an agreement, without the consumer and entrepreneur having to be together in the same room at the same time.

Article 2 - Identity of the entrepreneur

Name of entrepreneur: WallField B.V.

Acting under the name: Wallvibes

Establishment address:

Breestraat 24

2311 CS Leiden

Netherlands

Accessibility:

Monday to Friday from 09.00 to 16.00 hrs.

E-mail address: service@wallvibes.co.uk

Chamber of Commerce number: 82723516

VAT number: NL862580195B01

Article 3 - Applicability

1. These general terms and conditions apply to every offer made by the entrepreneur and to every distance contract that is concluded between the entrepreneur and the consumer.
2. Before the remote agreement is concluded, the text of these general conditions will be made available to the consumer. If this is not reasonably possible, before concluding the distance contract, the entrepreneur shall indicate in what way the general conditions can be inspected at the entrepreneur's premises and that, at the consumer's request, they will be sent free of charge as soon as possible.
3. If the distance contract is concluded electronically, then, contrary to the previous paragraph, and before the distance contract is concluded, the text of these general terms and conditions may be made available to the consumer in electronic form in such a way that the consumer can easily store them on a durable data carrier.
data carrier. If this is not reasonably possible, before the agreement at a distance is concluded, it shall be indicated where the general conditions can be consulted electronically and that they will be sent to the consumer free of charge, at his request, either electronically or in some other way.
4. In the event that specific product or service conditions apply in addition to these general terms and conditions, the second and third paragraphs apply by analogy and, in the event of conflicting conditions, the consumer can always invoke the applicable provision that is most favourable to him/her.

Article 4 - The offer

1. If an offer has a limited period of validity or is made subject to conditions, this shall be explicitly stated in the offer.
2. The offer contains a complete and accurate description of the products, digital content and/or services offered. The description is sufficiently detailed to allow the consumer to make a proper assessment of the offer. If the entrepreneur uses images, these are a true reflection of the products, services and/or digital content offered. Obvious mistakes or errors in the offer are not binding for the entrepreneur.
3. Each offer contains such information that it is clear to the consumer what rights and obligations are attached to accepting the offer.

Article 5 - The Agreement

1. The agreement comes into being, subject to that which is stipulated in paragraph 4, at the moment at which the consumer accepts the offer and the conditions thereby stipulated are fulfilled.
2. If the consumer has accepted the offer electronically, the entrepreneur will immediately confirm receipt of electronic acceptance of the offer. As long as the receipt of this acceptance has not been confirmed by the entrepreneur, the consumer may dissolve the agreement.
3. If the agreement is created electronically, the entrepreneur will take appropriate technical and organizational measures to protect the electronic transfer of data and he will ensure a safe web environment. If the consumer is able to pay electronically, the entrepreneur will observe appropriate safety measures.
4. The entrepreneur may, within the limits of the law, inform the consumer about his ability to fulfil his payment obligations as well as about all those facts and factors which are important for a responsible conclusion of the distance contract. If, on the basis of this investigation, the entrepreneur has good reason not to enter into the agreement, he is entitled to refuse an order or request while giving reasons, or to attach special conditions to the implementation.
5. No later than at the time of delivery of the product, service or digital content, the entrepreneur will send the consumer the following information, in writing or in such a way that the consumer can store it in an accessible manner on a durable medium:
 - o the e-mail address of the entrepreneur's office where the consumer can get in touch with any complaints;
 - o the conditions under which and the way in which the consumer can make use of the right of withdrawal, or a clear notification regarding the exclusion of the right of withdrawal;
 - o information on guarantees and existing after-sales service;
 - o the price, including all taxes, of the product, service or digital content; where applicable, the costs of delivery; and the method of payment, delivery or performance of the distance contract;

- o the requirements for cancelling the agreement if the agreement has a duration of more than one year or is indefinite;
 - o if the consumer has a right of withdrawal, the model form for withdrawal.
6. In case of a long-term transaction, the provision in the previous paragraph only applies to the first delivery.

Article 6 - Right of withdrawal

For products:

1. The consumer can dissolve an agreement related to the purchase of a product during a reflection period of 14 days without giving reasons. The entrepreneur may ask the consumer about the reason for withdrawal, but he cannot oblige the consumer to state his reason(s).

2. The cooling-off period referred to in paragraph 1 shall commence on the day after the consumer, or a third party designated by the consumer in advance and who is not the carrier, has received the product, or: o if the consumer has ordered multiple products in one order: the day on which the consumer, or a third party designated by him, has received the last product. The trader may, provided he has clearly informed the consumer of this prior to the ordering process, refuse an order for multiple products with a different delivery time; o if the delivery of a product consists of multiple shipments or parts: the day on which the consumer, or a third party designated by him, has received the last shipment or the last part; o in case of contracts for regular delivery of products during a certain period: the day on which the consumer, or a third party designated by him, has received the first product.

In the case of services and digital content that is not supplied on a tangible medium:

3. The consumer can terminate a service contract and a contract for delivery of digital content not supplied on a tangible medium during 14 days without giving any reason. The trader may ask the consumer about the reason for withdrawal, but may not oblige the consumer to give his reason(s).

4. The cooling-off period mentioned in paragraph 3 starts on the day following the conclusion of the agreement.

Extended cooling-off period for products, services and digital content which is not supplied on a tangible medium in the event that the consumer is not informed about the right of withdrawal:

5. If the entrepreneur has not provided the consumer with the legally required information about the right of withdrawal or the model form for withdrawal, the cooling-off period will expire twelve months after the end of the original cooling-off period determined in accordance with the previous paragraphs of this article.

6. If the entrepreneur has provided the consumer with the information referred to in the previous paragraph within twelve months after the start date of the original cooling-off period, the cooling-off period will expire 14 days after the day the consumer received this information.

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

1. During the reflection period, the consumer will treat the product and its packaging with care. He will only unpack or use the product to the extent necessary to determine the nature, characteristics and functioning of the product. The starting point here is that the consumer may only handle and inspect the product as he would be allowed to do in a shop.
2. The consumer is only liable for decrease in value of the product which is the result of a way of handling the product that goes beyond what is allowed in paragraph 1.

Article 8 - Exercise of the right of withdrawal by the consumer and costs thereof

1. If the consumer makes use of his right of withdrawal, he shall notify this within the cooling-off period by contacting customer service: service@wallvibes.co.uk
2. As soon as possible, but within 14 days from the day following the notification referred to in paragraph 1, the consumer will return the product or hand it over to (an authorised representative of) the entrepreneur. This is not necessary if the entrepreneur has offered to collect the product himself. The consumer will in any case have complied with the return period if he returns the product before the period for reflection has expired.
3. The consumer shall return the product with all delivered accessories, if reasonably possible in the original condition and packaging, and in accordance with the reasonable and clear instructions provided by the entrepreneur.
4. The risk and the burden of proof of the correct and timely exercise of the right of withdrawal shall lie with the consumer.
5. The consumer bears the direct costs of returning the product. If the entrepreneur has not reported that the consumer should bear these costs or if the entrepreneur indicates to bear the costs himself, the consumer does not have to bear the costs of return shipment.
6. If the consumer withdraws after first explicitly requesting that the performance of the service or the delivery in a limited volume or certain quantity shall commence during the withdrawal period, the consumer shall owe the entrepreneur an amount which is in proportion to that part of the commitment fulfilled by the entrepreneur at the time of withdrawal compared to the full extent of the commitment.
7. The consumer shall not bear any costs for the execution of services or the delivery if:
 - o the entrepreneur has not informed the consumer about the right of withdrawal, the cost compensation in case of withdrawal.
 - o the consumer has not explicitly requested the start of the execution of the service or delivery during the withdrawal period.
8. The consumer shall bear no cost for the complete or partial delivery of digital content which is not supplied on a tangible medium if:
 - o prior to the delivery thereof the consumer has not expressly consented to the performance of the contract being commenced before the end of the cooling-off period;
 - o the consumer has not acknowledged losing his right of withdrawal when giving his consent; or
 - o the trader has failed to confirm this declaration by the consumer.
9. If the consumer makes use of his right of withdrawal, all additional agreements will be dissolved by operation of law.

Article 9 - Obligations of the trader in the event of withdrawal

1. If the entrepreneur makes the notification of withdrawal by the consumer possible electronically, he shall send an acknowledgement of receipt without delay after receiving this notification.
2. The entrepreneur shall reimburse all payments made by the consumer, including any delivery costs charged by the entrepreneur for the
The entrepreneur shall reimburse all payments of the consumer, including any delivery costs charged by the entrepreneur for the returned product, without delay but within 14 days following the day on which the consumer notifies him of the withdrawal. Unless the trader offers to collect the product himself, he may wait with repayment until he has received the product or until the consumer demonstrates that he has returned the product, whichever comes first.
3. The entrepreneur shall use the same means of payment as the consumer has used for repayment, unless the consumer agrees to a different method. The refund is free of charge for the consumer.
4. If the consumer has chosen a more expensive method of delivery than the cheapest standard delivery, the entrepreneur will not have to reimburse the additional costs for the more expensive method.

Article 10 - Exclusion of the right of withdrawal

The trader can exclude the following products and services from the right of withdrawal, but only if the trader clearly stated this fact when making the offer, or at least in good time prior to conclusion of the contract:

1. Products or services of which the price is linked to fluctuations on the financial market over which the entrepreneur has no influence and which can occur within the withdrawal period
2. Contracts that have been concluded during a public auction. A public auction is a method of sale whereby products, digital content and/or services are offered by the operator to the consumer who is present in person or has the possibility to be present in person at the auction, led by an auctioneer and whereby the successful bidder is obliged to purchase the products, digital content and/or services;
3. Service contracts, after full performance of the service, but only if:
 - o the execution has started with the consumer's explicit prior consent; and
 - o the consumer has declared that he loses his right of withdrawal when the entrepreneur has completely executed the agreement;
4. Package holidays as referred to in article 7:500 Civil Code and passenger transport agreements;
5. Service contracts for the provision of accommodation, if the contract provides for a specific date or period of performance and other than for residential purposes, transport of goods, car rental services and catering;

6. Contracts relating to leisure activities, if the contract provides for a specific date or period of performance;
7. Products made to the consumer's specifications, which are not prefabricated and are manufactured on the basis of an individual choice or decision by the consumer, or are clearly intended for a specific person;
8. Products that spoil quickly or have a limited shelf life;
9. Sealed products which are not suitable for return due to reasons of health protection or hygiene and of which the seal has been broken after delivery;
10. Products which, after delivery, are irrevocably mixed with other products due to their nature;
11. Alcoholic beverages, the price of which has been agreed upon at the conclusion of the agreement, but the delivery of which can only take place after 30 days, and the actual value of which is dependent on fluctuations in the market over which the entrepreneur has no influence;
12. Sealed audio-, video-recordings and computer software, of which the seal has been broken after delivery;
13. Newspapers, magazines or journals, with the exception of subscriptions to these;
14. The delivery of digital content other than on a tangible medium, but only if:
 - o the execution has started with the express prior consent of the consumer; and
 - o the consumer has declared that he thereby loses his right of withdrawal.

Article 11 - The price

1. During the validity period mentioned in the offer, the prices of the products and/or services offered will not be increased, except for price changes as a result of changes in VAT rates.
2. Contrary to the previous paragraph, the entrepreneur may offer products or services whose prices are subject to fluctuations in the financial market that are beyond the entrepreneur's control, at variable prices. The offer shall state this link with fluctuations and the fact that any prices mentioned are recommended prices.
3. Price increases within 3 months after the conclusion of the agreement are only allowed if they are the result of statutory regulations or provisions.
4. Price increases from 3 months after the conclusion of the agreement are only allowed if the entrepreneur has stipulated it and:
 - o they are the result of statutory regulations or provisions; or
 - o the consumer is authorized to terminate the agreement as of the day on which the price increase takes effect.
5. The prices mentioned in the offer of products or services include VAT.

Article 12 - Fulfilment of agreement and additional guarantee

1. The entrepreneur guarantees that the products and / or services meet the agreement, the specifications listed in the offer, the reasonable requirements of reliability and / or usability and on the date of the conclusion of the agreement existing legal provisions and / or government regulations. If agreed, the entrepreneur also guarantees that the product is suitable for other than normal use.
2. An additional guarantee provided by the entrepreneur, his supplier, manufacturer or importer shall never limit the legal rights and claims that the consumer can enforce against the entrepreneur on the basis of the agreement if the entrepreneur has failed to fulfil his part of the agreement.
3. By extra guarantee is meant every commitment of the entrepreneur, his supplier, importer or producer in which he grants the consumer certain rights or claims that go beyond what he is legally obligated to do in case he has failed to fulfill his part of the agreement.

Article 13 - Delivery and execution

1. The entrepreneur shall take the greatest possible care when receiving and executing orders for products and when assessing applications for the provision of services.
2. The place of delivery is the address that the consumer has made known to the entrepreneur.
3. With due observance of what is stated in Article 4 of these general terms and conditions, the entrepreneur shall execute accepted orders with convenient speed but at least within 30 days, unless a different delivery period has been agreed. If the delivery has been delayed, or if an order cannot be filled or can be filled only partially, the consumer will be informed about this within 30 days after he has placed the order. In that case, the consumer has the right to dissolve the agreement free of charge and the right to possible compensation.
4. After dissolution in accordance with the previous paragraph, the entrepreneur will refund the amount paid by the consumer without delay.
5. The risk of damage and/or loss of products rests with the entrepreneur up to the moment of delivery to the consumer or a previously designated and announced representative of the entrepreneur, unless otherwise expressly agreed.

Article 14 - Continuing transactions: duration, termination and renewal

Termination:

1. The consumer may terminate an open-ended contract that was concluded for the regular supply of products (including electricity) or services at any time, subject to the agreed termination rules and a period of notice that does not exceed one month.

2. The consumer may contract for a definite period and that extends to the regular delivery of products (including electricity) or services, at any time at the end of the fixed term denounce the applicable termination rules and a notice not exceeding one month.
3. The consumer can terminate the agreements mentioned in the previous paragraphs:
 - o at all times and not be limited to termination at a specific time or during a specific period;
 - o at least terminate them in the same way as they were entered into by him; o always terminate them with the same period of notice as the entrepreneur has stipulated for himself. Renewal:
4. A fixed-term contract that has been concluded for the regular supply of products (including electricity) or services may not be tacitly extended or renewed for a fixed period of time.
5. Notwithstanding the preceding paragraph, a fixed-term contract that has been concluded for the regular supply of daily or weekly newspapers or magazines may be tacitly renewed for a maximum period of three months, if the consumer is able to terminate the renewed contract at the end of the renewal period.
may terminate the extended contract towards the end of the extension with a period of notice that does not exceed one month.
6. A fixed-term contract that has been concluded for the regular supply of products or services may only be automatically prolonged for an indefinite period of time if the consumer has at all times the right to terminate, with a period of notice that does not exceed one month. The maximum notice period is three months if the contract is about the regular, but less than once a month, delivery of daily, news and weekly newspapers and magazines.
7. A contract with a limited term for the regular supply, by way of introduction, of daily or weekly newspapers and magazines (trial or introductory subscription) is not automatically continued and ends at the end of the trial or introductory period.
Duration:
8. If a contract lasts more than one year, after one year the consumer may at any time terminate with a notice of up to one month, unless the reasonableness and fairness resisting the termination before the end of the agreed term.

Article 15 - Payment

1. As far as no other stipulation has been made in the agreement or additional conditions, the amounts payable by the consumer should be paid within 14 days after the start of the reflection period, or in the absence of a reflection period within 14 days after the conclusion of the agreement. In case of an agreement for the provision of a service, this period shall start the day after the consumer has received the confirmation of the agreement.
2. When selling products to consumers, the consumer may never be required in general terms and conditions to pay more than 50% in advance. If an advance payment is stipulated, the consumer cannot invoke any right regarding the implementation of the order or service(s) in question before the stipulated advance payment has been made.
3. The consumer has the duty to immediately report inaccuracies in payment data provided or mentioned to the entrepreneur.

4. If the consumer does not meet his payment obligation(s) on time, he shall, after being notified by the entrepreneur of the late payment and after the entrepreneur has given the consumer a period of 14 days to meet his payment obligations as yet, after failing to make payment within this 14-day period, owe the statutory interest on the amount owing and the entrepreneur is entitled to charge extrajudicial collection costs. These collection costs amount to a maximum of: 15% over amounts outstanding up to € 2500; 10% over the next € 2500; and 5% over the next € 5000, with a minimum of € 40. The proprietor can deviate from the aforementioned amounts and percentages in favour of the consumer.

Article 16 - Complaints procedure

1. The entrepreneur has a sufficiently publicised complaints procedure and deals with the complaint in accordance with this complaints procedure.
2. Complaints about the implementation of the agreement must be submitted to the entrepreneur fully and clearly described within a reasonable time after the consumer has found the defects.
3. Complaints submitted to the entrepreneur shall be answered within a period of 14 days, calculated from the date of receipt. If a complaint requires a foreseeably longer processing time, the entrepreneur shall respond within 14 days with a notice of receipt and an indication of when the consumer can expect a more detailed answer.
4. The consumer should give the entrepreneur at least four weeks to resolve the complaint in mutual consultation. After this period a dispute arises that is subject to the dispute resolution procedure.

Article 17 - Additional or different provisions

Additional provisions or provisions that deviate from these general terms and conditions may not be to the detriment of the consumer and should be recorded in writing or in such a way that the consumer can store them in an accessible manner on a durable data carrier.