

Terms and Conditions - v1

sparksandbling

05-04-2024

Terms and Conditions

1. General

- 1.1 These general terms and conditions apply to all Sparks&Bling products. These general terms and conditions are accessible to everyone and included on the Sparks&Bling website. If desired, we can send you a written copy at any time.
- 1.2 If you place an order, you indicate that you agree to the delivery and payment conditions. Sparks&Bling reserves the right to change its delivery and/or payment terms after the term has expired.
- 1.3 Sparks&Bling guarantees that the delivered products meet the specifications stated in the offer.
- 1.4 These conditions can be amended at any time.

2. Delivery

- 2.1 Delivery of products takes place while supplies of materials last.
- 2.2 The delivery time of products manufactured by Sparks&Bling is indicated on the website and sent in the emails. Almost all our products are made by hand and will therefore be checked as carefully as possible. If an order is urgent, we ask the consumer to indicate this clearly, so that we can see together whether a shorter delivery time can be agreed. However, this is not a guarantee.
- 2.3 If an order is placed with product(s) from our stock, these can be shipped with a shortened delivery time. The consumer will be informed of this by e-mail.
- 2.4 All products delivered by Sparks&Bling are packaged with the utmost care in a designated letterbox box, shipping bag or shipping box. To prevent damage, the items are additionally wrapped in foil.
- 2.5 Shipping via letterbox and parcel post is at your own risk unless otherwise agreed. When shipping, a track & trace code is always sent to track your order.
- 2.6 Sparks&Bling ships all orders via PostNL. This usually delivers the next working day. However, if you have not received your order after 7 working days, we request that you contact Sparks&Bling.
- 2.7 If delivery of an ordered product proves to be impossible, Sparks&Bling will make every effort to make a replacement item available in consultation.

3. Exchanges & returns

- 3.1 Almost all products ordered from Sparks&Bling are made to measure and according to the consumer's wishes. These cannot therefore be exchanged or returned.
- 3.2 The consumer is responsible for measuring the correct sizes based on our size charts. Sparks&Bling uses its own dimensions. If the consumer has any doubts about the correct sizes or method of measuring, he or she is responsible for contacting Sparks&Bling.
- 3.3 An exception to the rule applies to our base layers. These are not handmade and can be returned within 8 working days of receipt. If you wish to make use of this, you must inform Sparks&Bling in writing within 48 hours of receipt.
- 3.4 If Sparks&Bling has made an error during the processing of the order (wrong color, size, etc. sent) we will resolve this for you by sending the correct product within 8 working days. We ask you to return the incorrect product. The costs of this are for Sparks&Bling.
- 3.5 Costs for exchanges and returns are borne by the customer, unless it concerns an error on Sparks&Bling's part.
- 3.6 After returns, the return amount (excl. Shipping costs) will be transferred to you within 7 days.

4. Prices

- 4.1 General prices may be adjusted without notice.
- 4.2 Prices will not be increased within the term of an offer, unless legal measures make this necessary or if the manufacturer of materials implements interim price increases.
- 4.3 All prices on the website are subject to printing and typographical errors. No liability is accepted for the consequences of printing and typographical errors.
- 4.4 All prices on the website are in euros and include 21% VAT.

5. Warranty

- 5.1 Sparks&Bling guarantees that the products it supplies meet the requirements of usability, reliability and lifespan as reasonably intended by the parties to the purchase agreement.
- 5.2 Due to the use of high-quality materials in combination with use with horses, we cannot determine the lifespan.
- 5.3 If a product is unexpectedly damaged during shipping or during use within 2 months, Sparks&Bling will check with the consumer whether this is due to (negligent) production and we will be prepared to repair the damage.

6. Payments

- 6.1 Payments must be made prior to the production of the ordered items, unless otherwise agreed in writing.
- 6.2 If the payment method "transfer in advance" is chosen, the consumer must pay the amount due within 14 days after agreeing to the order.
- 6.3 If the consumer fails to make payment, Sparks&Bling has the right to charge additional costs (this will be announced in advance).

7. Offer

- 7.1 The website (online catalogue) has been compiled with the utmost care. However, it is possible that the information provided is incomplete, contains errors or is not up to date. Sparks&Bling is not liable for this
- 7.2 If the consumer has specific questions about, for example, colors, sizes, availability, delivery time and/or delivery method, we request the consumer to contact Sparks&Bling.
- 7.3 The offer is valid while supplies last and can be adjusted or withdrawn at any time.
- 7.4 Colors shown on the website may differ in reality. If the consumer is unsure about a particular color, a sample can be requested from Sparks&Bling.

8. Privacy

- 8.1 Sparks&Bling processes and provides your personal data only for the processing of an order and the delivery of the transport company.
- 8.2 If the consumer agrees, personal data can be used to send newsletters.

8.3 The consumer is responsible for keeping his/her login details in the customer account confidential. Sparks&Bling does not have access to your password.

9. Sponsorship

9.1 Any physical form of sponsorship may be requested in writing (by e-mail, post, or social media) from Sparks&Bling. This includes sponsorship of competitions and/or events.

9.2 Personal sponsorship may also be requested, but Sparks&Bling would like to mention that they themselves sponsor accounts/persons who actually support the brand and fit the brand.

9.3 Sponsoring articles is in no case a gift. Something is expected in return:

- In exchange for sponsored articles, promotion is made on social media, etc.

- In exchange for sponsored articles, proper images are expected (think of 'semi' professional images). This images may be used at any time for promotional purposes.

- When sponsoring events/competitions, Sparks&Bling is mentioned on, for example, the website, start list, brochures, etc.

9.4 Sparks&Bling may apply additional conditions for any sponsorship.

9.5 Sponsored items may never be resold. If sponsored items are not to your own taste, they can be raffled off, for example through a competition in collaboration with Sparks&Bling.

9.6 If the terms and conditions of the sponsorship are not adhered to, Sparks&Bling has the right to withdraw the sponsored items or to invoice them to the relevant person/organization.

9.7 Sponsored articles remain the property of Sparks&Bling at all times on paper unless otherwise agreed in writing.

10. Complaints procedure

10.1 Complaints about the execution of the agreement must be submitted fully and clearly described to Sparks&Bling within 2 months after the consumer has discovered defects.

10.2 Complaints submitted will be answered within 14 days from the date of receipt.

10.3 In case of complaints, the consumer must first contact Sparks&Bling.

10.4 If a complaint is found to be justified by Sparks&Bling, it will, at its option, replace or repair the delivered products free of charge.

10.5 The Vienna Sales Convention does not apply.

11. Identity data of the entrepreneur

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