

Terms & Conditions

This Website is operated under the brand name "Lincherie" by Van de Velde NV (hereinafter referred to as « us »/ « our »/ « we »/ « the Vendor »), with registered office at Belgium, 9260 Schellebelle, Lageweg 4. We are registered in the HUB database for companies under the number 0448.746.744 and our VAT number is 448.746.744. You can contact us by e-mail at lincherie@vandevelde.eu or by telephone (+31) 252 74 41 27.

These are the terms and conditions (together with the documents referred to in it) (hereinafter jointly called "**the Terms**") governing the use of this Website and the terms and conditions on which we will supply any of the products ("**Products**"). Before you click on the "Buy Now" button to place the order, please make sure that you have read these Terms and our Disclaimer carefully and that you fully understand and agree with them. By using this Website or by placing an order, you are consenting to be bound by these Terms and conditions, our **Privacy Policy** and our **Cookie Policy**.

The Terms are subject to amendment at any time, so you should read them carefully each time you submit an order.

The Website is only intended for sale to (i) people resident in the Netherlands or (ii) people who have submitted an order in a Lincherie Styling Center in the Netherlands (click here for a list of these centers) and who are resident in the Netherlands, Belgium, France, Spain, the United Kingdom or Germany. We do not accept orders from residents outside the Netherlands or deliveries towards an address outside the Netherlands, unless the order was submitted in a Lincherie Styling Center in the Netherlands and the order needs to be delivered in Belgium, France, Spain, the United Kingdom or Germany.

By placing an order through this Website you warrant that you are:

- Legally capable of entering into binding contracts and at least 18 years old;
- Resident in the Netherlands or submitted the order in a Lincherie Styling Center in the Netherlands;
- Providing a valid address in the Netherlands for delivery of the Products or in case of an order submitted in a Lincherie Styling Center a valid address in Belgium, France, Germany, the United Kingdom or Spain.

1. USE OF OUR WEBSITE

These Terms and any document expressly referred to in them have been designated to create a legally binding agreement between you and us protecting your rights as a customer and our rights as a business. Therefore they constitute the entire agreement between us and supersede any prior agreement.

If at any time during the term of this contract we fail to insist upon strict compliance of any of your obligations under the contract or these Terms or if we fail to exercise any rights or remedies to which we are entitled under the contract, this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with such obligations. No waiver by us shall be effective unless expressly stated to be a waiver and communicated to you in writing. A waiver by us of any of these Terms shall not constitute a waiver of any subsequent default.

2. HOW THE CONTRACT IS FORMED

If you submit an order for goods via this Website by clicking 'Buy now', your order is an offer to us to buy goods on our Website.

After this you will receive an e-mail in which we acknowledge that we have received the order, including an order reference ("**Order Confirmation**"). However, this does not imply that your order has been accepted, since our Website does not constitute an offer for sale but only an invitation to treat. All orders are subject to an acceptance by us and we will confirm such acceptance to you by sending you an e-mail that the Products have been dispatched ("**Shipment Confirmation**"). If we refuse an order, we will notify you by e-mail and if applicable will release the reservation of the purchase price on your credit card or refund any sum paid by you as soon as possible but in any event within 14 days as from the Order Confirmation.

The contract for the purchase of a Product between us ("**the Contract**") shall only exist as from the moment your order is accepted by us and will only relate to those Products whose dispatch has been confirmed in the Shipment Confirmation. The contract language is English.

We will not be obliged to deliver any other Products which may have been part of your order until the dispatch of such Products has been confirmed in a separate Shipment Confirmation.

3. PRICES AND DELIVERY COSTS

Except in case of obvious errors, the prices of any Products will be as indicated on our Website at the moment you click the "*Add to shopping bag*" button. The prices include VAT but exclude delivery costs. The delivery costs will be added to the total amount as set out in **Dispatch & Delivery**. The delivery costs will also be clearly noted in the shopping basket and in the Order Confirmation.

It is always possible that despite our best efforts some of the Products on our Website or the Delivery costs are incorrectly priced. In this case you will be informed of this error as soon as possible and you will have the right to cancel your order free of charge. Funds for this order already deducted from your account will be refunded as soon as possible but in any event within 14 days of your cancellation of the order.

4. PAYMENT

Payment for all Products is allowed by:

- Credit Card (Visa, Mastercard)
- iDEAL
- Paypal

The availability of specific payment methods may be restricted in function of your order value. This Website operates with a first class Payment Service Provider, guaranteeing both first class online payment safety and protection against fraud attempts.

If the order was submitted in a Lincherie Styling Center, the payment will be executed with a physical payment terminal.

We reserve the right not to proceed with the delivery and cancel your order when you have not fully paid any previously paid orders

Credit cards

This website accepts the following credit cards: Visa, Mastercard.

You can choose your payment method during checkout, on the page 'Order details'.

Once you have filled in all the required information on this page, click 'to Order summary': on this page you can verify all the details of your order, and consequently confirm with a click on 'Pay now'.

If you have selected a credit card as your method of payment, then you will be guided to a secure webpage on which you fill in your credit card details: name mentioned on the credit card, the number of your credit card, the period of validity and the verification code. Then you click 'Confirm'. Within a few seconds, your credit card details are checked and the payment will be authorized.

Your credit card will be pre-authorized after submitting your order. The actual charge of your credit card shall occur 15 days after the Shipment of your order. Should you return certain Products or the entire order, we will credit the amount within 15 working days on your credit card account.

You can always contact us with questions concerning payments: we are happy to help. Navigate to Lincherie Customer Service.

3D Secure

For more safety with regard to payments with credit card in our online shop, we make use of the 3D Secure procedures 'Verified by VISA' and 'MasterCard SecureCode'. For this, you can register directly during your online shopping or simply on the website of your credit card company. You will then insert your date of birth and the number and expiry date of your credit card into the designated areas and create your own safety code. You will be guided in this registration process step by step.

After you have registered, you will receive a request to enter your safety code to verify that you are the legitimate card holder, each time you make a purchase at the Lincherie web shop with a credit card.

After you have filled in the payment form, a request will be sent to your credit card company. Then, a safe transfer window will be opened to guarantee an exclusive exchange of money between you and your bank. The order is completed as soon as the confirmation page with the order reference appears. Do not close the browser before the completion of your order.

The payment process can only be completed if the correct safety code is entered. When an incorrect safety code is entered, the payment is not accepted.

You can also install a personal greeting that will appear in the sign-in window of 3D secure. If the displayed personal greeting does not match the one you have installed, do not fill in your safety code and immediately contact your credit card company.

Some MasterCard companies require a registration for 3D Secure starting from the fourth online order. In order to continue online shopping with your MasterCard, you can simply register during the order process.

iDEAL

iDEAL is a direct method of payment, allowing you to conveniently pay your order during the order process through internet banking. The system works with a PIN/TAN code related to internet banking.

All you need is:

- a bank account allowing you to perform internet banking
- your bank account number and code
- the pin code and TAN (transaction number) of the account linked to internet banking
- other information, dependent on the internet banking method of your bank

If you already make use of internet banking with PIN/TAN, you can normally directly pay through iDEAL without having to sign in first. You simply pay in the payment area that you are familiar with through internet banking. This is dependent on the safety method of your bank (ABN AMRO, ASN Bank, Friesland Bank, VNG, Rabobank, RegioBank, SNS Bank, Triodos Bank or Van Lanschot Bankiers). Please contact your bank to see whether it is possible for you to pay with your bank account through iDEAL.

After you have chosen iDEAL as payment method, a browser form is opened. Enter the necessary information in the designated areas and confirm the payment by inserting the necessary codes. For more information, please consult <http://www.ideal.nl/consument>

What are the advantages of iDEAL for you?

- safe, quick and convenient payments
- no required registration
- no transaction costs
- no extra software required

The Lincherie web shop reserves the right to limit the use of certain available methods of payment on an individual basis. You will be informed of this during your shopping session, should this occur.

Paypal

Every person who owns a bank account or a credit card can pay with PayPal. You have the opportunity to transfer money from your bank account into your PayPal account, but you can also pay in an uncomplicated manner through a preauthorized debit or with a credit card. All you need to do is register on the website of PayPal.

As soon as you press the 'Pay Now' button, and have selected PayPal as method of payment, your PayPal page will appear automatically.

There you will enter the payment order. Next you will receive a confirmation e-mail from PayPal and from the Lincherie webshop. The charge of your card shall occur at the moment you receive the Order Confirmation.

In order to be able to guarantee a safe and easy shopping experience, Lincherie uses the industry standard Secure Socket Layer (SSL) technology. SSL encrypts and protects the sensitive data sent to us through the internet, such as your name, address and credit card information. This encryption entails that nobody can read the information that has been sent between your computer and our website. SSL technology not only encrypts information, SSL also makes sure that your internet browser sends all data to the correct and safe computer server and checks if the data has been changed during sending. You can recognize a page protected by SSL by the small padlock logo at the bottom of the page. This means that all information you enter here, is protected.

On top of this, Lincherie also uses the Vanguard payment solution, which ensures that all your credit card information is immediately sent from your browser to the servers of the bank, that are fully PCI compatible. And every payment receives a token. If you are a member of the Visa Secure or Mastercard Secure programme, you will have to enter your password in order to proceed with the transaction.

5. AVAILABILITY AND DELIVERY

Information displayed on this site relating to availability is subject to change by us without notice. We cannot guarantee permanent or continuous availability of all products on this site. All orders are subject to availability at all times.

We will deliver the goods ordered by you to the address you gave us for delivery at the time you made your order on this site.

Delivery will be made according to the information on the product pages after your order is accepted.

In the case of unforeseen circumstances beyond our reasonable control (for example, adverse weather conditions, unpredictable delays caused by traffic congestion, road works, diversions or mechanical breakdowns, in each case to the extent beyond our reasonable control) we may not be able to deliver the goods within these timescales and we will not be liable for any delay or failure to deliver the goods if the delay or failure is wholly or partly caused by such circumstances. In the event that a delivery does not take place, we will agree with you on an alternative delivery date.

We are also not responsible for any delay in delivery caused by the unavailability of someone to take delivery of the products. It is your responsibility to contact the post office or courier company as applicable to arrange the collection or delivery of products that could not be delivered because you were unavailable.

6. RISK AND TITLE

You will become the owner of the goods you have ordered when they have been delivered to you and we have received clear funds in full payment for the goods. Once goods have been delivered to you or a person nominated by you they will be held at your own risk and you will be responsible for them.

7. CANCELLATION POLICY

Cancellations:

You have a right to cancel your order without having to give a reason at any time before your goods are dispatched or within 14 days after delivery, such 14 day period beginning on the day after you receive the goods. Where your order comprises multiple delivery shipments, the 14 days cancellation period for the goods in your order begins on the day after you receive the delivery of the last shipment to you.

To exercise your right to cancel you must inform Van de Velde NV of your decision to cancel per telephone or by sending us a unilateral declaration by e-mail or post using the contact data set out above.

You may wish to proceed as follows to cancel your order free of charge (these instructions are indicative, not obligatory):

1. Place the articles you wish to return in a box together with the completely filled in return slip that accompanied your Products. If you have lost your return slip, you can download it [here](#).

If possible, please return the products and their accessories in their original packaging. If you do not have the original packaging anymore, please make sure that the packaging is appropriate to avoid damages during transport.

2. Bring the package with mention of the Lincherie Post NL answer number to a PostNL office in your area. A list of all offices can be found on www.postnl.nl.

Lincherie answer number: 37010, Van de Velde NV, 8000 ZH Zwolle.

Please take into account that the aforementioned cancellation procedure, which is free of charge, is not obligated. You can also use the Model withdraw form as shown in attachment nr. 1 of these Terms and send this form to:

Van de Velde nv
Departement E-commerce
Lageweg 4
9260 Schellebelle
België
e-mail: lincherie@vandevelde.eu

In this case the return is at your expense.

Instructions for a return free of charge from Belgium, France, Spain, Germany or the United Kingdom can be found [here](#).

Cancellation consequences:

Following cancellation we will refund you the price paid for the cancelled order (or part of the ordered cancelled) less any collection or return charges (if any). We will also refund any standard delivery charges paid, or any amount equal to those charges if you choose to elect a more expensive delivery charge.

In case you already made a payment to us, we will refund you once your return has been processed and not later than 14 days upon receipt of your return, provided your return has been accepted.

Defective goods:

Without limiting your cancellation rights as set out above, if you are not satisfied with a product for any reason e.g. it is damaged or defective, please return the product to us. These goods may be sent back free of charge by returning them to us following the same instructions mentioned above. Once we have acknowledged or confirmed the product's defect or other problem, we will provide a full refund for any goods that are damaged or defective, if this is within a reasonable time following the sale.

We will notify you of your refund for defective goods via e-mail within a reasonable period of time and will, in any case, refund you within 14 days of the day you sent the item(s) back to us, provided your return has been accepted.

Refunds: procedure

In both cases (cancellation or defective goods) we will refund you using the same method of payment you initially used when placing your order. Where the goods show signs of unreasonable use, we reserve the right to withhold damages. For these goods, unreasonable use means handling the goods beyond what is reasonable to establish the nature, characteristics and functioning of the goods, in particular if it goes beyond the sort of handling that might reasonably be allowed in a shop (f.e. removing labels). We may withhold any refund until we have received the goods or you have supplied proof of return for the goods.

If at the time of purchase you received a discount on the full order, this discount is divided amongst the different articles pro rata the purchase price. If you return this order (partially), also the discount (partially) shall be taken into account and actual amount paid shall be refunded.

8. LIABILITY AND DISCLAIMERS

- In connection with the Product purchased through our Website -

Our liability in connection with the Product purchased through our Website is strictly limited to the purchase price of that Product.

Nothing in these Terms shall exclude or limit in any way our liability:

- a) For death or personal injury caused by our negligence
- b) For fraud or gross negligence or the gross negligence of our employees and agents; or
- c) For any matter for which it would be illegal or unlawful for us to exclude or limit or attempt to exclude or limit our liability.

All product descriptions, information and materials posted on this Website are provided "as is" and without warranties express, implied or otherwise howsoever arising. To the fullest extent permissible by law, but excluding anything that may not lawfully be excluded in the case of consumers, we disclaim all other warranties of any kind.

Nothing in this clause will affect your statutory right as a consumer, or your Contract cancellation right as set out above.

- General rejection of liability

While Van de Velde takes great care in the production and maintenance of this Website, it is unable to provide any explicit or implicit assurances of any nature with respect to this Website and its Content. Specifically, Van de Velde is unable to guarantee that the information in this Website is correct, accurate and complete, suitable for a specific purpose or up to date. Van de Velde is permitted to change or remove the information on this Website at any time without prior notice.

Except to the extent prohibited by law, Van de Velde rejects any explicit or implicit guarantee as to the tradability, satisfactory quality or suitability for a specific purpose, compatibility, protection, accuracy and non-violation of intellectual property rights. Neither Van de Velde nor any of its licensors, licensees, service providers or suppliers guarantee that this Website or any functionality in this Website shall function without interruption or defect, that defects will be corrected or that this Website or the servers that provide access to this Website are free of viruses or other harmful elements. Furthermore, Van de Velde cannot be held liable for any damage that may occur or that is purportedly related in any way to accessing or using this Website, including any damage caused to your hardware or software, among other things by viruses that infect your hardware or software as a consequence of accessing or using this Website. The use of appropriate anti-virus software is your exclusive responsibility.

You expressly accept (in the widest sense of the word in law) that Van de Velde cannot be held liable for any direct, indirect, incidental, exceptional or consequential damage. If you are dissatisfied with any part of the Website or are unable to accept any of the provisions of these Terms, your only recourse is to stop using this Website.

9. EVENTS BEYOND OUR CONTROL

We will have no liability for any delay in delivering goods you have ordered that is caused by any event or circumstance beyond our reasonable control, including, without limitation, strikes, lock-outs and other industrial disputes, breakdowns of systems or network access, flood, fire, explosion.

10. INTELLECTUAL PROPERTY RIGHTS

By using this Website, you acknowledge that it contains texts, layout, photos, illustrations, drawings, graphic elements and other elements ("Content") protected by copyright, databank rights, trademarks, trade secrecy and/or other property rights. All Content is protected by the applicable copyright laws which govern copyrights held by Van de Velde with respect to the selection, coordination, classification and improvement of such Content.

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By using this Website, you agree not to use any engine, spider or other automated means or manual process to check or copy the pages of this Website or any Content of this Website without prior written permission from Van de Velde. You undertake to use no means, software or routine to obstruct or try to obstruct the proper functioning of this Website. You also undertake to take no action that could generate an unreasonably or disproportionately heavy burden on the infrastructure of this Website.

11. TRADEMARKS, TRADE NAMES AND LOGO'S

All names, logos and other signs used on this Website, including the names 'Rigby & Peller', 'Marie Jo', 'Marie Jo L'Aventure', 'Sarda by Andres Sarda', 'PrimaDonna Twist' and 'PrimaDonna', are legally protected traded marks and/or trade names of Van de Velde, associated companies or third parties. Any use of these or similar signs is prohibited without the prior written permission of Van de Velde or the right-holder.

12. LINKS

This Website may provide hyperlinks to other websites deemed potentially interesting to you but partly or wholly owned, controlled or managed by a third party. Such links are provided for your convenience and information only.

Van de Velde does not check the content of these external websites and if you choose to click these hyperlinks, you do so at their own risk. Van de Velde bears no responsibility whatsoever regarding these external websites. The provision by Van de Velde of a link to a third-party website does not entail Van de Velde's approval, endorsement or funding thereof or its affiliation to such a third party. Any mention of the products or services of a third party is provided for your convenience and information only and does not entail Van de Velde's endorsement or recommendation of such products or services. Neither can Van de Velde be held liable for future changes to the linked websites.

13. COMPENSATION

You undertake to compensate, indemnify and if requested by Van de Velde, defend Van de Velde, its directors, employees, shareholders, agents and representatives vis-à-vis all claims of third parties and/or costs (including but not limited to reasonable lawyer's fees and charges) ensuing from the incorrect use of our Website, your infringement of these Terms or any other user's infringement of an intellectual property right or any other right of a person or entity.

14. OTHER PROVISIONS

Should any provision of these Terms prove unlawful, invalid or for any other reason unenforceable, these Terms will be interpreted as if the unlawful, invalid or unenforceable provision had never been included, and Van de Velde shall be entitled to remove this provision from these Terms without affecting the validity or enforceability of the other provisions. These Terms constitute the entire agreement between you and Van de Velde with respect to the content.

You may [contact](#) Van de Velde at [*Insert reference*] or at the above postal address with any queries or concerns.

15. COMPLAINT PROCEDURE

Any notices and/or complaints must be sent to the contact details set out above. We may give notice to you either by e-mail or postal address you provide to us when making a purchase. Notices and/or complaints will be deemed received and properly served before the end of the next working day after an e-mail was sent or three days after the date of posting of any letter, unless you are otherwise informed (due to closing dates of the main office). In providing the service of any notice, it will be sufficient to prove, in the case of a letter, that the letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, that the e-mail was sent to the specified e-mail address of the addressee.

16. APPLICABLE LAW AND COMPETENT JURISDICTIONS

These Terms are governed by Belgian law and any Contract formed via this Website will be governed by Belgian law. Any dispute with respect to the Contract, the use of this Website or these Terms is the exclusive competence of the competent courts of Dendermonde, Belgium.

Besides you can use the European Online Dispute Resolution Platform which has been put in place by the European Commission. You can access this platform through the link <http://ec.europa.eu/odr/> We are willing to participate in an extra-judicial dispute resolution. The competent authority is the Stichting Geschillencommissies voor Consumentenzaken (<http://degeschillencommissie.nl>).

Attachment 1

Model withdrawal form (only fill in this form and send back in case you wish to cancel the Contract)

- To NV VAN DE VELDE, Department E-Commerce Lincherie, Lageweg 4, 9260 Schellebelle, Belgium. Tel: 0252 74 41 27. E-mail: Lincherie@vandevelde.eu.
- I hereby confirm that I wish to cancel our Contract concerning the purchase of the following Products
- Products
- Ordered on (date)
- Order Reference
- Name and first name
- Address
- Date