

Terms of use for the Hotellitarbed OÜ webshop

1. Scope and validity of the terms and conditions

1.1 These general terms and conditions and ordering terms and conditions (hereafter the Conditions) of webshop of Hotellitarbed OÜ (hereafter the Seller) shall be valid for Consumers (hereinafter the Purchaser) who use the online store at www.hotellitarbed.ee (hereinafter the webshop), order goods and services (hereinafter the Goods) in the webshop by entering into a contract of purchase and sale (hereinafter the Sales Contract) in order to purchase Goods in the webshop.

By accepting these Conditions, the Purchaser confirms that they have read the terms of the Sales Contract, agree to them and will follow them.

2. Purchasing Goods and placing orders in the webshop

2.1 It is possible to purchase those Goods in the webshop that have an 'Add to the cart' link. The price and availability of the Goods may change at any time and without prior notice. If the Purchaser has placed their order before the price of the Goods changes, the price valid at the time of the order shall apply.

2.2 The Seller has the right to withdraw from a Sales Contract entered into via the webshop and not to hand over the Goods or not to provide the Service ordered in the following events: the Goods are out of stock, the Goods have an 'On order' status in the webshop (the Goods are out of stock) or the price or qualities of the Goods have been displayed in the webshop incorrectly due a system error.

2.3 Shopping cart and placement of orders

You may change the quantity of the Goods in your shopping cart. Select a suitable delivery option for your order. More information on the delivery option will be asked later on the 'Placement of Orders' page. Please read the purchasing conditions of the webshop and if you agree to these, please confirm this by ticking a box in front of the Conditions.

Please confirm your order by clicking on the 'Proceed to checkout' button and you will be directed to the payment options page. Select a suitable payment option. You can also change the payment option in the final stage of ordering. Enter the information on the Customer/Purchaser, and you are also welcome to register as a loyal customer of Hotellitarbed. Please select the delivery option and click on the 'Continue' button. Now you will see payment options again and in order to confirm your order and to make your purchase, you have to make a final selection. Select the option of payment and pay for your purchase. Please be very careful in placing your order, as this is very critical for the quick and uninterrupted delivery of the products ordered.

A Sales Contract is deemed as entered into from the receipt of the amount payable according to the confirmation of the order to the bank account of Hotellitarbed OÜ or after the contract for payment by instalments has been signed. The Seller shall not process order confirmations that have not been paid for.

2.4 Payment for the Goods

It is possible to pay for goods via internet banking through your countries preferred bank - all through the Paysera payment system. Credit cards are also accepted. It is also possible to choose invoice/payment by installments for each order immediately.

After the payment, the webshop will send you an Order Confirmation and an invoice.

All the personal data disclosed in the course of visiting the Hotellitarbed webshop and making purchases shall be treated as confidential information. The encrypted data communications line with banks ensures the security of the personal data and bank account information of the Purchaser. The representatives of Hotellitarbed OÜ do not have any access to the respective encrypted data.

2.5 Delivery and handover of products

The Goods will be delivered to the delivery address entered by the Purchaser in their order. The Purchaser will be notified of the delivery by using the contact data indicated upon placing the order. Goods ordered will be transported in accordance with the terms and conditions of transport valid at the moment of placing the order.

Please make sure that the contact data entered when placing an order are correct in order to prevent delays and misunderstandings in the delivery of the Goods. Hotellitarbed OÜ and a courier company do not assume any liability for the delayed delivery and misunderstandings if these have been caused by the inaccuracy or incorrectness of the data that you submitted during placing your order.

The Goods shall only be handed over to the Purchaser and against a delivery bill. Before signing the delivery bill, please check the packaging of the Goods carefully and if the packaging has been damaged, write a comment on the delivery bill. If the packaging has been damaged, you may refuse to accept the delivery and/or immediately inform the client service of Hotellitarbed thereof by sending an e-mail to webshop@hotellitarbed.ee .

The Goods shall be handed over to a third person, if they have a letter of authorisation (including in the event that the Purchaser has indicated a third person in their order as the recipient of the Goods). The Seller may authorise third persons (including use a courier service) to deliver the Goods

If the Purchaser fails to collect the Goods no later than within 14 (fourteen) days from the agreed date of receipt of the Goods, it shall be deemed that the Purchaser has violated the Sales Contract and they do not want the Goods. The Seller has the right to unilaterally withdraw from the Sales Contract and request compensation for the damage (e.g. costs of storage of the Goods) and settle the damage incurred by the Seller by the amount of money prepaid by the Purchaser.

2.6 Right of withdrawal

2.6.1. The Purchaser has the right to withdraw from the Sales Contract entered into in the webshop without providing a reason within 14 days.

2.6.2 The term for withdrawal expires 14 days after the day when the Purchaser or a third person who is not a carrier and has been appointed by the Purchaser has physically obtained possession of the Goods.

2.6.3. In order to exercise the right of withdrawal, the Purchaser must notify the Seller of their decision to withdraw from the Sales Contract in a written application and submit it in the Seller's store or send it by e-mail.

Contact details:

Hotellitarbed OÜ
Leiva 3, 12618 Tallinn
webshop@hotellitarbed.ee
tel. +372 6 313 144

It is also possible to notify of withdrawal through a [respective form](#).

2.6.4 Absence of the right of withdrawal

The Purchaser has no right to withdraw from the Sales Contract if:

a. the Goods were delivered to the Purchaser in sealed packaging, are not suitable for returning due to health protection or hygiene reasons and were opened after delivery (e.g. shampoos, soaps, etc.);

2.6.5 Withdrawal from Sales Contract

a. Upon withdrawal from the Sales Contract, Hotellitarbed OÜ will reimburse to the Purchaser all the payments received from the Purchaser under the Sales Contract, including the delivery costs (apart from additional costs arising from the Purchaser's preferred delivery method which differ from the cheapest and most common method of delivery offered by Hotellitarbed OÜ), without delay, but no later than 14 days after the day on which the Seller learned of the Purchaser's decision to withdraw from the Sales Contract.

b. Hotellitarbed OÜ will refund the aforementioned sums using the same payment method that the Purchaser used to make the payment unless the Purchaser proposes an alternative method of payment. Such refunds do not entail any additional service or other costs for the Purchaser.

c. The Purchaser must return the Goods to Hotellitarbed OÜ without delay, but no later than 14 days after they notified Hotellitarbed OÜ of their withdrawal from the Sales Contract. The Goods

may be returned to the nearest Hotellitarbed store. The deadline is met if the Purchaser returns the Goods being the object of the Sales Contract before the end of the 14-day period.

d. The Seller has the right to refuse to provide any refunds until the Seller has received the Goods being the object of the Sales Contract or the Purchaser has provided the Seller with proof of having sent back the Goods, whichever occurs first.

e. If the Purchaser wants to avoid compensating for the decrease in the value of the Goods, the Goods must be used and tried in the manner as it can be done in an ordinary store and the Goods must be returned in their original packaging and in their entirety (all of the items included in the product packaging must be present along with any gifts related to the Sales Contract). If the Purchaser uses the Goods more than it is necessary in order to ascertain the nature and functioning of the Goods or does not return the Goods in their original packaging and in their initial full set, the Purchaser is responsible for the decrease in the value of the Goods.

f. Direct costs of returning the Goods must be covered by the Purchaser.

g. If the condition of the Goods that are to be returned has worsened, the Purchaser is responsible for the decrease in the value if they have used the Goods for a purpose other than that necessary for ascertaining their nature, qualities and functioning. In order to ascertain the nature, qualities and functioning of the Goods, the Purchaser may only handle and use the Goods to the extent that is usually allowed in the store.

h. Hotellitarbed OÜ has the right to submit claims arising from the decrease in the value of the Goods against the Purchaser no later than within one month of receiving the returned Goods.

i. If the Purchaser has used or tried the Goods being returned in any other manner than that usually permitted in a store or has used the Goods more than it is necessary in order to ascertain the nature, qualities and functioning of the Goods, the Purchaser is responsible for the decrease in the value of the Goods and the Seller has the right to deduct this amount from the purchase price subject to payment. If the Purchaser does not agree to the decrease in the value as indicated by the Seller, the Purchaser has the right to address an independent expert in order to establish it. The costs of an independent expert shall be paid by the party whose position did not prove to be substantiated. If it is impossible to find out such a party, the costs related to the expert assessment shall be divided between the Purchaser and the Seller in equal parts.

2.7 Cancellation of the Sales Contract

You are entitled to cancel your order without any extra costs after having paid for it, but before the delivery of the Goods. In order to cancel the Sales Contract/Order, please send a corresponding notice and the number of the Sales Contract by e-mail to webshop@hotellitarbed.ee. We will send you a confirmation on the cancellation of the Sales Contract.

2.8 Hotellitarbed sales office accept environmentally hazardous expendables free of charge, such as batteries and accumulators necessary for the operation of the appliances sold by the Seller. Large electronic waste items should be taken to a suitable waste collection point.

3. Principles of data protection and processing

3.1 The Seller shall ensure the protection of the Purchaser's data, including their personal data, and the use of the data in line with the procedure prescribed by the terms of the Privacy Policy. The Purchaser confirms that they have read and agree to the terms of the Privacy Policy. Subject to applicable legislation and the provisions of the Privacy Policy, the Purchaser shall have the right to process data (including personal data) without the consent of the Purchaser to the extent necessary for the use in the webshop, the performance of the Sales Contract or for ensuring the performance of the Sales Contract. Based on the above, the Seller is, without the Purchaser's separate consent, also entitled to: send the Purchaser notices related to the use of the services in the webshop, including such notices that are in the interests of the security of the webshop users; to store the data on the orders of the Purchasers who have logged in the webshop for the purpose of their better service and the verification of transactions, including, within reasonable time limits, the data on the orders that the Purchaser did not place during a session.

3.2 If the Purchaser has granted their consent for the use of their data for marketing purposes either by the entry into a Customer Contract or by any other declaration of intention (e.g. in self-service) that confirms their consent, the Seller shall use these data subject to the terms and purposes set forth in the Privacy Policy, including for sending personal direct marketing, campaign and discount offers for goods and services to the Purchaser electronically (e.g. by e-mail or text messages).

3.3 The Purchaser is entitled to withdraw their consent for the use of their data for marketing purposes at any time by sending a corresponding e-mail to the Seller, or to decline further direct marketing offers by following the instructions in a direct marketing offer sent to their e-mail address.

4. Liability and dispute resolution

4.1 The Purchaser is entitled to file complaints with the Seller with regard to non-conforming (defective) Goods over a period of two (2) years from the date of their handover. A complaint has to be filed without delay but no later than within two (2) months from detecting a defect of the Goods. Upon detecting a defect, the Purchaser has to take reasonable measures for the preservation and protection of the Goods, including not to use the defective Goods if this would further deteriorate the condition of the Goods.

4.2 If the Goods do not conform to the terms and conditions of the Contract, the Purchaser may exercise the legal remedies provided for in law, including to request the repair or replacement of the Goods or to withdraw from the Sales Contract and to return the non-conforming Goods.

4.3 Hotellitarbed OÜ shall not be liable for the following: for the deterioration of/damage to the Goods by the fault of the Purchaser, for the defects caused by the irregular use of the Goods and for the normal wear and tear resulting from the regular use of the Goods.

4.4 If the Seller or the manufacturer has granted warranty against defects to the Goods, the warranty conditions in written form shall be delivered to the Purchaser along with the Goods and/or shall be made electronically available in the webshop.

4.5 The Purchaser has to keep the purchase documents (invoice, contract, etc.) that verify the purchase of the Goods from the Seller's webshop for the resolution of possible later problems. The Seller/customer service assistant has the right not to resolve the problem if a purchase document is missing.

4.6 Complaints concerning the Goods purchased in the webshop can be submitted as follows: in sales office Hotellitarbed OÜ, Leiva 3, Tallinn 12618 or to the e-mail address: support@webshop.ee .

4.7 A complaint has to be filed along with the defective Goods. The Seller and the Purchaser shall enter into a device maintenance and repair contract if the Goods need to be sent to a diagnostics centre or to experts for the identification of the nature and cause of the defect.

4.8 Defects of the Goods shall be resolved according to Hotellitarbed OÜ's Terms and Conditions of Filing Complaints, which form an integral part of the Sales Contract and these Purchase Conditions, and which the Purchaser has approved before entry into the Sales Contract.

4.9 The Seller shall ensure that the Goods sold in the webshop conform to the standards effective in the European Union. The circumstances highlighted in these standards shall not be deemed as defects of the Goods.

4.10 You can ask for information on orders: from Monday to Sunday by calling +372 6 313 144 or sending an inquiry to: webshop@hotellitarbed.ee

4.11 The Customer is entitled to address to a competent supervisory authority, which is the Consumer Protection and Technical Regulatory Authority. In order to resolve disputes, the Purchaser may address the Consumer Disputes Committee. The Consumer Disputes Committee is authorised to resolve disputes arising from contracts entered into between the Purchaser and the Seller that the parties have failed to resolve by way of negotiations.

4.12. The buyer also has the right to turn to the online dispute resolution platform <https://ec.europa.eu/consumers/odr/main/index.cfm?event=main.home.chooseLanguage>

5. Other provisions

5.1 The images of products have an illustrative purpose.

5.2 The prices and availability of the Goods may change without advance notice. In connection with the former, Hotellitarbed OÜ reserves the right to cancel the sales transaction and to refund the money to the Customer's bank account within a reasonable time.

5.3 The webshop of Hotellitarbed reserves the right to cancel the sales transaction if one of the following Goods-related problems has occurred: human error in entering the price or technical error in the system (e.g. if a shoe-shine machine worth EUR 920 is sold for EUR 92, this is an obvious error. And therefore we assume that the Purchaser would understand that this is an error and the product will not be sold at that price).

5.4 Product information is verified and updated on a regular basis. It may happen that the data have been updated after your last visit. As the manufacturer's data sheets can be incomplete, the product information at Hotellitarbed webshop might be inaccurate. In this event, Hotellitarbed webshop does not assume any liability for the correctness of the product data. However, we recommend that you check the accuracy of product information before your purchase by calling our Customer Service at +372 6 313 144.

5.5 Hotellitarbed OÜ has the right not to accept the Purchaser's order if the Purchaser has cancelled the Sales Agreement and returned or failed to purchase the goods - 2 (two) or more times in a consecutive 12 (twelve) months.

6. The validity of the Terms

6.1 These Seller's webshop Terms shall be valid as of 18.09.2024