

# Terms of Service

*Last updated: 12/12/2024*

The owner of the *Anoli Art Studio* ([www.anoliartstudio.eu](http://www.anoliartstudio.eu)) online store, Ilona Kuzmina (reg. no. 28097811963, VAT reg. no. LV28097811963, reg. address: Izvaltas iela 6-43, Rīga, Latvija, LV-1057), hereinafter referred to as the Seller, provides the content available on the website and goods/services, in accordance with the Terms of services described below.

## General rules

If a consumer purchases goods/services through the website, then such a mutual agreement is considered a **Distance Contract** and is subject to the legal provisions of the Republic of Latvia that regulate distance contracts, including, but not limited to, the "Consumer Rights Protection Law" of the Republic of Latvia, the regulations of the Cabinet of Ministers of the Republic of Latvia "Regulations on Distance Contracts", etc.

The Seller, on the one hand, and the person placing an order in the *Anoli Art Studio* online store ([www.anoliartstudio.eu](http://www.anoliartstudio.eu)), hereinafter referred to as the Buyer, on the other hand, enter into the following **Agreement**:

- The Seller undertakes to sell and deliver goods to the Buyer and provide services in accordance with the Buyer's order.

## Shopping

- The Buyer orders goods/services through this website. To place an order, the Buyer
  - adds the desired goods/services to the shopping cart,
  - fills in all required fields and selects the most appropriate payment and delivery method (the total cost of the order with delivery is displayed on the screen in the next step),
  - optionally, indicates additional information,
  - agrees to the terms of use and privacy policy, which can be viewed by clicking on the links next to the box;
  - in the next step, checks all information and makes payment for the purchase to complete the order.
- Description and prices of goods/services can be found on the product pages in the SHOP section of the website.
- All prices are indicated including 21% VAT (value added tax).

- Delivery costs are not included in the indicated price of the product.
- Adding goods/services to the cart does not guarantee the availability and price of the goods/services at the time of ordering if the order placement and payment is postponed to a later time.
- Prices and offers are subject to change and may only be available for a limited time/limited number and may be withdrawn or amended by the Seller at its sole discretion.

## Payment

- The payment currency in this online store is Euro.
- The Buyer has the option to pay for goods by using the payment tools built into this website or by paying the corresponding invoice prepared by the seller and sent to the Buyer by e-mail. The invoice is prepared electronically and is valid without a signature.
- When choosing payment by invoice, the Buyer must pay it within 3 business days of receiving the invoice. If payment is not made within the specified time, the order will be cancelled.
- The Buyer can also pay for purchase by choosing the following payment methods provided by the payment platform makecommerce.lv, Maksekeskus AS:
  - Latvian internet banking payments: Swedbank, SEB, Citadele and Luminor
  - Estonian internet banking payments: Swedbank, SEB, Luminor
  - Lithuanian internet banking payments: Swedbank, SEB and Luminor
  - Finnish internet banking payments: Aktia, Ålandsbanken, Danske, Handelsbanken, Nordea, Oma Säästopankki, Pohjola, POP Pankki, S-Pankki, Säästopankki
  - Visa/Mastercard card payments

NB! When using the internet banking payment method, confirm the order and click the "Return to merchant" button.

- Personal data necessary for making payments provided by the payment platform makecommerce.lv is transferred to the licensed payment institution Maksekeskus AS.
- The buyer is responsible for providing all the information correctly when paying.
- The buyer is responsible for any additional costs that may be associated with the chosen payment method.
- The contract comes into force upon successful payment to the online store's bank account. If for some reason the order cannot be fulfilled, the Buyer will be

informed and the amount paid will be refunded as soon as possible, but no later than 14 days after receipt of the notification.

## **Delivery**

- The goods are shipped within 1-3 working days after receiving the payment in the Seller's bank account.
- Delivery of the items is provided to the majority of European Union countries (see list in DELIVERY section).
- Purchased goods are delivered using parcel machines/parcel lockers or courier services provided by the following delivery companies:
  - Unisend Latvia SIA
  - DPD Latvija SIA
  - "Latvijas Pasts" SJSC
  - OMNIVA SIA
- Delivery costs are displayed before the order is confirmed, depend on the Buyer's selected delivery method, company and country of destination (see DELIVERY section), but do not depend on the quantity and weight of the ordered goods.
- Delivery time depends on the Buyer's chosen delivery method, company and destination country (see DELIVERY section). Delivery within Latvia, Estonia and Lithuania usually takes place within 1-3 working days after dispatch; to other European Union countries – within 4-15 working days after dispatch. In exceptional cases, the Seller has the right to send the goods up to 45 calendar days, informing the Buyer thereof.
- All duties and taxes that must be paid to receive the shipment at the delivery destination must be borne by the Buyer.
- The buyer is responsible for receiving the ordered goods.
- The Seller is not responsible for non-delivery or delayed delivery if the Buyer is unable to accept the shipment at the time of delivery or has provided incorrect delivery data or has changed the delivery address when the delivery service provider has contacted the Buyer.
- Before accepting the shipment from the courier, the Buyer is responsible for checking whether the package of the shipment is not visually damaged. If the package is damaged, the Buyer has the right to request the courier to mark it in the shipment delivery documentation.

## Provision of services

- The Seller provides services (master classes) at the location, date and time specified in the service description or agreed upon in writing (by e-mail) with the Seller by the Buyer.
- Services (master classes) are provided in Latvian and Russian languages.
- In order to receive the service, the Buyer must arrive at the location and time specified in the service description or previously agreed upon. The Buyer shall cover all travel expenses to the place of service provision.
- The Seller shall inform the Buyer in a timely manner if the service is cancelled or postponed to another place, date or time. In the case of a postponement of the service, the Buyer has the right to refuse the service.
- If the Buyer purchases a service whose description indicates that the Buyer and the Seller must agree on the place, date and time of receipt of the service, then the Buyer has the right to receive this service within 90 calendar days from the date of purchase.
- If the Buyer purchases both a product and a service in one purchase, the Seller ships the product to the address specified in the Buyer's order form, but the service is provided at the location specified in the service description or at the location agreed upon by the Buyer with the Seller (if applicable).

## Right of withdrawal

### *Goods*

- The buyer has the right to refuse the goods **within 14 calendar days from the moment of receipt of the goods** by filling out and sending the cancellation form to the e-mail **anoli.artstudio@gmail.com**
- The right of withdrawal does not apply if the Buyer is a legal entity.
- Exchange of goods is not possible, as each item is available in only one copy.
- If at the time of receipt, the Buyer detects damage to the goods, the Buyer must contact the Seller immediately (or as soon as possible) and provide evidence of the damage (photos) by sending it to **anoli.artstudio@gmail.com**
- The buyer must send the goods back to the seller **no later than 14 days after submitting the cancellation form.**

- All expenses related to sending the goods back to the Seller are covered by the Buyer, except for cases where the goods are returned due to damage during delivery or goods do not correspond to the order.
- If the Buyer, when sending the goods back to the Seller, has chosen a different shipping method than the cheapest shipping method offered in this website, the Seller is not obliged to compensate for the excess shipping costs.
- After receiving the returned goods, the Seller evaluates the quality of the returned goods and **returns the value of the goods and the delivery costs of the order (if all ordered goods are returned) no later than within 14 working days** by transferring the money to the Buyer's bank account specified in the cancellation form.
- If the Buyer purchases several items, but refuses and returns only part of the items, **the Seller will refund only the value of the returned items.**
- The Seller has the right to withhold the refund until the goods or proof of return of the goods have been received from the Buyer.
- The goods may only be used for their intended purposes, the consumer is responsible for maintaining the quality and safety of the goods during the period of exercising the right of withdrawal. (Article 12, Part Eleven of the Consumer Rights Protection Law of the Republic of Latvia states that "The consumer is responsible for the decrease in the value of the goods if the goods are used for a purpose other than to determine the nature, properties and operation of the goods.")
- The Seller reserves the right to refuse to sell the goods and request the return of the goods from the Buyer if the price indicated in the online store is significantly lower than its market price due to an error.
- The Seller is not liable for any delay in the performance of obligations or their non-performance, or any other failure to perform, arising from circumstances and obstacles beyond the Seller's reasonable control.

### **Services**

- The buyer has the right **to refuse services (master classes)** by filling out and sending the refusal form to the e-mail **anoli.artstudio@gmail.com**:
  - no later than **2 calendar days** before the date of receipt of the service, if the service description indicates a specific place, date and time;
  - within **14 calendar days** from the moment of purchase of the service, if the service description indicates that the place, date and time of receipt of the service must be mutually agreed upon by the Buyer and the Seller.

- After receiving the completed cancellation form, the Seller shall refund the value of the service no later than within **7 working days** by transferring the money to the Buyer's bank account specified in the cancellation form.
- If the service is cancelled at the Seller's initiative, the Seller shall refund the value of the service no later than within **7 working days** by transferring the money to the Buyer's bank account from which the Buyer made the payment for the service.
- If the Buyer refuses a service (master class) purchased together with another product (jewellery) that requires delivery, and the total purchase amount (for the service and the product) provided for free delivery of the product to the Buyer's address, the Seller reserves the right to withhold a compensation fee for the delivery of the product (in the amount of the delivery costs).

**The Buyer cannot exercise the right of withdrawal if:**

- **the purchase of the service was made less than 2 calendar days** before the date of provision of the service specified in the service description.
- there are **less than 2 calendar days remaining** until the date of provision of the service specified in the service description.
- **more than 14 calendar days have passed** from the time of purchase of the service, if the service description specifies that the Buyer and the Seller must mutually agree on the place, date and time of receipt of the service.

## **Data processing**

- Personal data is processed in accordance with the Privacy Policy of this online store.
- By entering the necessary information, when placing the order, the Buyer confirms that s/he is familiar with and agrees that the data provided by him/her are used so that the Seller can accept the Buyer's order and deliver the goods in accordance with the legislative requirements of the Republic of Latvia.
- By entering information, the Buyer agrees that notifications related to the processing of the Buyer's order will be sent to the specified e-mail.
- The Seller processes only the personal data that the Buyer has entered when ordering goods, such as first name, last name, e-mail, etc.
- The seller transfers personal data to the delivery service provider(s) to ensure the delivery of the goods.
- If the Buyer has explicitly agreed to receive marketing communications, including news, from the Seller, the Seller may from time to time contact the Buyer with information about the Seller's services and latest offers. For this purpose, the Seller

may process the Buyer's email address provided when signing up for marketing communications. The Buyer has the right to refuse marketing communications by notifying the Seller by email **anoli.artstudio@gmail.com**

### **Dispute resolution procedure**

- In matters not covered by these terms and conditions, the Buyer and Seller undertake to comply with the laws and regulations in force in the Republic of Latvia.
- The Parties shall resolve all disputes arising between the Seller and the Buyer through mutual negotiations or correspondence. If the dispute cannot be resolved through negotiations or correspondence, the Parties shall resolve the dispute in the court of the Republic of Latvia, in accordance with the laws and regulations of the Republic of Latvia. Disputes between the Buyer and the Seller may also be referred for resolution to the Consumer Rights Protection Centre of the Republic of Latvia or the European Union dispute resolution institutions.

### **Contacts**

Contact details of the seller: <https://anoli-art-studio.mozello.shop/contacts/>