

HANDELSBETINGELSER, VILKÅR OG PRIVATLIVSPOLITIK

for La fête ApS

English below

1. Virksomhedsoplysninger

Virksomhedsnavn: La fête ApS

Adresse: Fredensgade 6, 4800 Nykøbing F, Danmark

E-mail: hello@lafete.dk

CVR-nr.: 46179161

Disse vilkår gælder for køb foretaget via lafete.dk.

2. Aftaleindgåelse

En bindende købsaftale indgås, når du har gennemført bestillingen og modtaget en ordrebekræftelse pr. e-mail.

Vi forbeholder os retten til at annullere ordrer i tilfælde af åbenlyse prisfejl, trykfejl eller udsolgte varer.

3. Priser og betaling

Alle priser er angivet i danske kroner (DKK) og inkl. moms og afgifter, medmindre andet er oplyst.

Betaling kan ske via de betalingsmidler, der fremgår af webshoppen.

Beløbet trækkes først, når varen afsendes, medmindre andet er aftalt.

Vi opkræver ikke kortgebyrer.

4. Levering

Vi leverer til EU-lande og Norge, Island, Schweiz og Storbritannien.

Forventet leveringstid fremgår ved bestilling.

Risikoen for varen overgår til dig, når du har modtaget varen.

Ved forsinkelse kontakter vi dig hurtigst muligt.

5. Fortrydelsesret (lovpligtig)

Du har som forbruger 14 dages fortrydelsesret i henhold til forbrugerftaleloven.

Betingelser:

Varen skal være ubrugt og i original stand.

Original emballage skal medfølge.

5.1 Fortrydelsesfrist

Fristen udløber 14 dage efter den dag, hvor du har modtaget varen.

5.2 Fortrydelse

Du skal inden fristens udløb give os tydelig besked om, at du ønsker at fortryde købet, fx via mail til hello@lafete.dk.

5.3 Returnering

Varen skal returneres senest 14 dage efter, at du har meddelt os, at du vil fortryde købet.

Du afholder selv de direkte omkostninger ved returnering.

5.4 Varens stand

Du hæfter kun for en eventuel værdiforringelse, der skyldes anden håndtering end, hvad der er nødvendigt for at fastslå varens art, egenskaber og funktion.

5.5 Tilbagebetaling

Vi tilbagebetaler senest 14 dage efter modtagelse af din fortrydelsesmeddelelse.

Vi kan tilbageholde beløbet, indtil varen er modtaget retur eller dokumentation for returnering foreligger.

6. Reklamationsret

Køb er omfattet af købelovens regler om mangler.

Du har 24 måneders reklamationsret.

Du skal reklamere inden for rimelig tid efter, at du har opdaget manglen. Reklamation inden for 2 måneder anses altid som rettidig.

Ved berettiget reklamation kan du få varen repareret, ombyttet, pengene tilbage eller et passende afslag.

7. Udsalgsvarer

Udsalgsvarer er omfattet af samme fortrydelses- og reklamationsret som varer solgt til normal pris.

8. Anvendelse og ansvar

Produktet er beregnet til anvendelse som angivet i produktbeskrivelsen og eventuel brugsanvisning.

Skader eller funktionsfejl, der opstår som følge af anvendelse i strid med anvisningerne, herunder fx udendørs brug, placering i direkte sollys eller udsættelse for fugt, anses ikke som en mangel i købelovens forstand.

Købers rettigheder efter købeloven begrænses ikke.

9. Ansvarsbegrænsning og force majeure

La fête ApS er ikke ansvarlig for indirekte tab, driftstab eller følgeskader, medmindre andet følger af ufravigelig lovgivning.

Vi er ikke ansvarlige for manglende opfyldelse som følge af forhold uden for vores kontrol (force majeure), herunder krig, pandemier, strejker, naturkatastrofer eller leverandørsvigt.

10. Klageadgang

Hvis du vil klage over dit køb, bedes du kontakte os på hello@lafete.dk.

Kan vi ikke finde en løsning, kan du klage til:

Nævnenes Hus

Toldboden 2

8800 Viborg

www.naevneneshus.dk

EU-forbrugere kan benytte EU-Kommissionens ODR-platform.

11. Personoplysninger (GDPR)

Vi behandler personoplysninger i overensstemmelse med GDPR og databeskyttelsesloven.

11.1 Formål

- gennemførelse af køb
- levering og kundeservice
- overholdelse af lovkrav
- markedsføring (kun ved samtykke)

11.2 Retsgrundlag

- opfyldelse af kontrakt
- retlig forpligtelse
- legitim interesse
- samtykke (markedsføring)

11.3 Opbevaring

Oplysninger opbevares kun så længe, det er nødvendigt, herunder op til 5 år jf. bogføringsloven.

11.4 Videregivelse

Oplysninger kan videregives til betalingsudbydere, fragtfirmaer og IT-leverandører (One.com) som databehandlere.

12. Cookies

Webshoppen anvender cookies.

Ikke-nødvendige cookies anvendes kun efter samtykke.

Du kan til enhver tid ændre eller trække dit samtykke tilbage via cookieindstillingerne.

13. Immaterielle rettigheder

Alt indhold på hjemmesiden, herunder billeder, tekster og design, tilhører La fête ApS og må ikke anvendes uden skriftlig tilladelse.

14. Rettigheder til *la fête*-produkter

Alle *la fête*-brugskunstartikler, herunder belysning, møbler og andre designprodukter, er beskyttede værker i henhold til ophavsretslovens § 1, LBK nr. 1093 af 20/08/2023. Det betyder, at enhver uautoriseret kopiering, gengivelse eller distribution af vores produkter og designs er forbudt og kan retsforfølges.

15. Lovvalg

Aftalen er underlagt dansk ret.

Dette fratager dog ikke forbrugeren de ufravigelige rettigheder, som forbrugeren er beskyttet af i sit bopælsland inden for EU.

16. Ændringer af vilkår

Vi forbeholder os retten til at ændre disse vilkår.

De vilkår, der var gældende på tidspunktet for købet, finder anvendelse.

TERMS AND CONDITIONS, COMMERCIAL TERMS AND PRIVACY POLICY for La fête ApS

1. Company Information

Company name: La fête ApS

Address: Fredensgade 6, 4800 Nykøbing F, Denmark

E-mail: hello@lafete.dk

CVR no.: 46179161

These terms apply to purchases made via lafete.dk.

2. Formation of the Agreement

A binding purchase agreement is entered into when you have completed the order and received an order confirmation by e-mail.

We reserve the right to cancel orders in the event of obvious pricing errors, typographical errors or out-of-stock items.

3. Prices and Payment

All prices are stated in Danish kroner (DKK) and include VAT and duties, unless otherwise stated.

Payment can be made using the payment methods displayed in the webshop.

The amount will only be charged when the item is shipped, unless otherwise agreed.

We do not charge card fees.

4. Delivery

We deliver to EU-countries, Norway, Iceland, Switzerland and UK.

The expected delivery time is stated at the time of ordering.

The risk for the goods passes to you when you have received the goods.

In the event of delivery delays, we will contact you as soon as possible.

5. Right of Withdrawal (Statutory)

As a consumer, you have a 14-day right of withdrawal in accordance with the Danish Consumer Contracts Act.

Conditions:

The item must be unused and in its original condition

Original packaging must be included

5.1 Withdrawal Period

The withdrawal period expires 14 days after the day on which you receive the goods.

5.2 Exercise of the Right of Withdrawal

You must notify us clearly before the expiry of the withdrawal period that you wish to withdraw from the purchase, for example by e-mail to hello@lafete.dk.

5.3 Return of Goods

The goods must be returned without undue delay and no later than 14 days after you have informed us of your decision to withdraw.

You bear the direct costs of returning the goods.

5.4 Condition of the Goods

You are only liable for any diminished value of the goods resulting from handling other than what is necessary to establish the nature, characteristics, and functioning of the goods.

5.5 Refund

We will refund all payments received from you no later than 14 days after we have received your notice of withdrawal.

We may withhold the refund until we have received the returned goods or documentation that the goods have been returned.

6. Right to Complain (Defective Goods)

Purchases are covered by the Danish Sale of Goods Act regarding defects.

You have a 24-month right to complain.

You must submit your complaint within a reasonable time after discovering the defect.

Complaints made within 2 months are always considered timely.

In the event of a justified complaint, you may be entitled to repair, replacement, a refund, or a proportionate price reduction.

7. Sale Items

Sale items are subject to the same rights of withdrawal and right to complain as items sold at regular price.

However, the voluntary 30-day return policy does not apply to sale items.

8. Use and Liability

The product is intended for use as stated in the product description and any accompanying instructions.

Damage or malfunction resulting from use contrary to the instructions, including but not limited to outdoor use, placement in direct sunlight, or exposure to moisture, is not considered a defect under the Danish Sale of Goods Act.

The buyer's statutory rights are not limited.

9. Limitation of Liability and Force Majeure

We are not liable for indirect loss, loss of profit, or consequential damages, unless otherwise required by mandatory law.

We are not liable for failure to perform due to circumstances beyond our control (force majeure), including war, pandemics, strikes, natural disasters, or supplier failures.

10. Complaints Procedure

If you wish to complain about your purchase, please contact us at hello@lafete.dk.

If we are unable to reach an amicable solution, you may submit a complaint to:

Nævnenes Hus

Toldboden 2

8800 Viborg

Denmark

www.naevneneshus.dk

Consumers resident in another EU country may use the European Commission's Online Dispute Resolution (ODR) platform.

11. Personal Data (GDPR)

We process personal data in accordance with the GDPR and the Danish Data Protection Act.

11.1 Purpose of Processing

- fulfilment of purchases
- delivery and customer service
- compliance with legal obligations
- marketing (only with consent)

11.2 Legal Basis

- performance of a contract
- legal obligation
- legitimate interest
- consent (marketing)

11.3 Retention Period

Personal data is stored only as long as necessary, including up to 5 years in accordance with the Danish Bookkeeping Act.

11.4 Disclosure

Personal data may be disclosed to payment service providers, shipping companies, and IT service providers (e.g. One.com) acting as data processors.

12. Cookies

The webshop uses cookies.

Non-essential cookies are only used with consent.

You may change or withdraw your consent at any time via the cookie settings.

13. Intellectual Property Rights

All content on the website, including images, text, and design, is the property of La fête ApS and may not be used without prior written permission.

14. Rights to *la fête* products

All *la fête* applied art items, including lighting, furniture, and other design products, are protected works under the Danish Copyright Act § 1, Consolidated Act No. 1093 of 20/08/2023. Any unauthorized copying, reproduction, or distribution of our products and designs is prohibited and may be subject to legal action.

15. Governing Law

The agreement is governed by Danish law.

This choice of law does not deprive consumers of the mandatory rights afforded to them under the laws of their country of residence within the EU.

16. Amendments to the Terms

We reserve the right to amend these terms.

The terms in force at the time of purchase shall apply to the agreement.

For UK Customers

For customers in the United Kingdom, please note that purchases are subject to UK consumer rights under the Consumer Rights Act 2015. You are responsible for any VAT, import duties, or customs charges applied by UK authorities. Delivery times may be longer due to customs processing. Personal data will be processed in accordance with the UK GDPR and the Data Protection Act 2018, and may be transferred to EU servers for order fulfilment. For complaints, UK customers may contact Citizens Advice or use an approved UK Alternative Dispute Resolution (ADR) scheme.

Dansk – Fortrydelsesformular

FORTRYDELSESERKLÆRING

Til:

La fête ApS

Fredensgade 6

4800 Nykøbing F

E-mail: hello@lafete.dk

Jeg/vi* giver hermed meddelelse om, at jeg/vi* ønsker at fortryde min/vores* aftale om køb af følgende varer:

Ordrenummer

Varenavn / Varenummer

Dato for modtagelse

Navn på forbruger: _

Adresse: _

Dato:

Underskrift (kun hvis indsendt på papir):

* Sæt kryds, hvor det er relevant (én person eller flere).

English – Withdrawal Form

WITHDRAWAL FORM

To:

La fête ApS

Fredensgade 6

4800 Nykøbing F

E-mail: hello@lafete.dk

I/we* hereby give notice that I/we* withdraw from my/our* contract of sale of the following goods:

Order number

Product name / Product number

Date received

Consumer name:

Address:

Date:

Signature (only if sent on paper): _____

* Tick where appropriate (single or multiple persons).