RO

Termeni si Conditii Generale de utilizare ale 24 Linen pentru clientii finali

1. Incheierea Acordului. Domeniul de aplicare

1.1. Prezentii Termeni si Conditii Generale (T&C) se aplica intre 24 Linen, operat de Euro Cleaning S.R.L., cu sediul in Oradea, Bd. Ștefan Cel Mare, Nr. 23, nr. inregistrare ONRC: J1997001620054, CUI: RO 10012231, denumit in continuare "24 Linen" si client persoana fizica sau persoana juridica ("Client") pentru toate relatiile de afaceri, in special pentru plasarea de comenzi si colectarea/predarea neasistata (in regim self-service) a articolelor textile inchiriate de la Unitatile de Distributie (cu autoservire) 24 Linen. Acesti T&C se aplica exclusiv, cu exceptia cazului inlocuirii in mod expres de un alt acord scris.

2. Dispozitii Generale

2.1. Clientul se va inregistra pentru utilizarea serviciilor 24 Linen prin intermediul platformei si va crea un Cont de Client. Consimtamantul Clientului asupra prezentilor T&C si Politicii de Confidentialitate reprezinta o conditie prealabila pentru inregistrare. Crearea unui cont de Client in platforma 24 Linen nu reprezinta incheierea unui contract de inchiriere a textilelor cu 24 Linen.

2.2. Pentru inregistrare, Clientul este obligat sa furnizeze date personale exacte si autentice.

2.3.Inregistrarea in platforma implica si furnizarea detaliilor unui card de credit sau de debit valabil, ca metoda de plata. Aceste date sunt gestionate de catre o parte terta (STRIPE, in cazul de fata), iar 24 Linen nu are acces si nu este responsabil de stocarea si manipularea lor.

2.4. Daca datele furnizate se modifica dupa inregistrare, Clientul se angajeaza sa actualizeze respectivele date in contul sau de client, fara intarziere.

2.5. Clientul trebuie sa isi protejeze contul impotriva accesului tertelor parti neautorizate. Daca exista suspiciuni de utilizare abuziva a contului 24 Linen de catre terti neautorizati, Clientul va informa 24 Linen fara intarziere.

2.6. Clientul poate defini, in Contul sau, pana la 5 utilizatori (Users).

2.7. 24 Linen isi rezerva dreptul de a dezactiva sau sterge contul de client a carui inregistrare nu a fost complet finalizata dupa o perioada de timp. Acelasi lucru se aplica si cazurilor in care contul de utilizator nu a fost utilizat pentru o perioada lunga de timp (mai mult de 12 luni). Inainte de eliminarea oricarui astfel de cont, 24 Linen va informa Clientul.

2.8. In timpul utilizarii Unitatilor de Distributie, 24 Linen prelucreaza informatiile Clientului, inclusiv date personale. Acestea includ, in special, informatiile pe care Clientul le furnizeaza catre 24 Linen. Dupa incetarea acordului intre 24 Linen si Client, datele furnizate de Client sau cele generate de folosirea Unitatilor de Distributie, vor fi sterse, cu exceptia cazurilor in care 24 Linen este obligat sa stocheze date pentru indeplinirea obligatiilor legale sau din cauza altor interese legitime. Datele agregate generate de utilizare (cum ar fi statisticile/rapoartele) sunt in general stocate si dupa terminarea acordului.

3. Disponibilitatea cantitatilor de textile inchiriate, durata utilizarii si returnarea acestora

3.1. 24 Linen se preocupa pentru a alimenta cursiv Unitatile de Distributie cu textile. 24 Linen nu poate fi responsabilizat in cazul in care textilele nu vor fi suficiente pentru toti Clientii la un moment dat.

3.2. Clientul este obligat sa returneze fiecare articol textil inchiriat de la 24 Linen, in termen de 14 zile. Preturile afisate se refera la utilizarea articolelor textile pe perioada specificata.

3.3. In cazul in care articolele textile inchiriate nu sunt returnate dupa expirarea perioadei de inchiriere de 14 zile, incepand cu a 15-a zi, 24 Linen va aplica penalitati zilnice, in cuantum de 5%/zi din contravaloarea bunului. Aceste penalitati vor fi percepute pana la momentul returnarii, iar contravaloarea lor va fi debitata de pe cardul bancar al Clientului in momentul urmatoarei returnari de textile murdare in Unitatea de Distributie 24 Linen.

3.4. In cazul nereturnarii definitive a articolului textil, valoarea penalitatilor se cumuleaza pana la valoarea bunului nereturnat. Aceasta va fi debitata de pe cardul bancar in momentul in care cuantumul penalitatilor va atinge contravaloarea bunului.

3.5. 24 Linen isi asuma dreptul de a suspenda Contul de Client in cazul nerespectarii prevederilor Termenilor si Conditiilor mentionate anterior, cu notificarea prealabila a Clientului.

4. Tarife si reduceri/corectii de tarife – Metode de plata

4.1. 24 Linen isi rezerva dreptul de a modifica tarifele, rata penalitatilor sau contravaloarea de achizitie a produselor, pentru articolele textile afisate pe site-ul web sau in platforma 24 Linen in orice moment, si de a corecta orice erori accidentale de pret.

4.2. Tarifele practicate de 24 Linen sunt afisate pe site-ul web si in platforma 24 Linen, sunt exprimate in Lei si includ TVA.

4.3. Metoda de plata acceptata este cea prin card bancar (credit sau debit).

4.4. Cardul de credit/debit al Clientului va fi debitat atunci cand contravaloarea articolelor textile ridicata este confirmata de Client in interiorul Unitatii de Distributie. Daca metoda de plata specificata nu poate fi debitata, procesul de achizitie va putea fi finalizat prin furnizarea unei alte metode de plata valide (alt card bancar).

4.5. Daca nu este furnizatata nicio metoda de plata valida, Clientul nu va putea finaliza procesul de inchiriere a textilelor si este rugat sa returneze la raft toate articolele textile preluate. Clientul va contacta 24 Linen in cazul in care sesizeaza erori la plata ce nu pot fi imputate validitatii metodei de plata alese (ex. Erori de plata chiar daca detaliile cardului sunt valide si soldul suficient).

5. Inregistrarea intrarilor si monitorizarea video

5.1. Unitatea de Distributie este videosupravegheata interior si exterior, si fiecare intrare in interiorul Unitatii de Distributie este inregistrata.

5.2. Inregistrarile servesc atat pentru asigurarea tehnica a furnizarii serviciului, cat si pentru securitatea utilizatorilor, bunurilor si locatiei. Fotografiile/videoclipurile sunt sterse dupa 30 zile calendaristice de la inregistrare. Detaliile privind prelucrarea datelor se regasesc in Politica de Confidentialitate.

6. Rezilierea Acordului

6.1. Oricare dintre parti poate renunta la acord, in conditiile nerespectarii prezentilor Termeni si Conditii, cu notificarea prealabila a celeilalte parti in termen de 30 zile.

6.2. In cazul rezilierii acordului, Clientul se obliga sa returneze toate textilele inchiriate in termenul specificat, dar nu mai tarziu de 14 zile de la reziliere. In cazul in care articolele textile nu sunt returnate catre 24 Linen la rezilierea completa a acordului, Clientul va suporta penalitati in conformitate cu Art. 3, punctul 3 din prezentii Termeni si Conditii.

6.3. In cazul rezilierii acordului, toate obligatiile de plata neonorate raman in sarcina Clientului.

7. Garantii in caz de defecte

7.1. 24 Linen ofera textile spre inchiriere in regim self-service de catre Client din Unitatea de Distributie 24 Linen. In cazul in care Clientul detecteaza neconformitati inainte de utilizare, acesta trebuie sa returneze intregul pachet, impreuna cu ambalajul original si eticheta de identificare cu codul de bare lizibil. Pentru instructiuni privind returnarea pachetului, Clientul va contacta telefonic 24 Linen, la numarul de telefon afisat

pe Unitatea de Distributie din care a ridicat pachetul in cauza. In cazul in care, in urma verificarilor efectuate de catre 24 Linen, reclamatia este justificata, tariful perceput pentru textilele respective va fi returnat Clientului. Reclamatiile se iau in considerare numai pentru textilele aflate in perioada dreptului de utilizare de 14 zile, specificata la art. 3, pct. 2.

7.2. 24 Linen, prin tehnologia utilizata, are posibilitatea identificarii utilizatorului dupa returnarea produsului. Daca produsele returnate sunt deteriorate sau prezinta un grad de murdarire excesiv, cu provenienta petelor incompatibila cu utilizarea lor intr-un mod corespunzator, 24 Linen isi rezerva dreptul de a debita contravaloarea bunurilor in cauza, notificand Clientul asupra sumei debitate.

8. Raspunderea pentru daune

8.1. 24 Linen nu raspunde pentru informatii sau recomandari nespecifice legate de produse sau servicii oferite gratuit, sau pentru orice hyperlinkuri ce fac trimitere la oferte ale unor terte parti.

8.2. Clientul garanteaza ca nicio parte terta neautorizata nu obtine acces la datele sau contul sau din platforma 24 Linen. Clientul este responsabil pentru orice utilizare neautorizata a Unitatii de Distributie 24 Linen ca urmare a lipsei de securizare a propriului cont de utilizator.

9. Pastrarea dreptului de proprietate

9.1. 24 Linen pastreaza dreptul de proprietate legal asupra oricarui articol textil inchiriat in regim self-service.

9.2. Clientul este obligat sa protejeze articolele textile inchiriate impotriva utilizarii neautorizate de catre terti, intretinerii si igienizarii in surse externe, si mai ales impotriva deteriorarii sau distrugerii textilelor.

10. Disponibilitatea produselor si restrictii

10.1. 24 linen isi rezerva dreptul de a modifica structura articolelor textile oferite spre inchiriere, design-ul, dimensiunile, calitatea tesaturilor, precum si structura pachetelor, in orice moment.

11. Clauza de diviziune

11.1. In cazul in care una sau mai multe prevederi ale prezentilor T&C devin invalide, acest lucru nu va afecta valabilitatea prevederilor ramase. Prevederile care devin invalide vor fi inlocuite cu prevederi valabile care servesc scopului urmarit.

12. Litigii

12.1. Eventualele litigii intre parti vor fi solutionate pe cale amiabila. In caz contrar, ele vor fi supuse spre solutionare instantelor judecatoresti competente din Jud. Bihor.

13. Informatii privind Protectia Datelor

13.1. Politica de confidentialitate 24 Linen descrie cum sunt procesate datele cu caracter personal si ce masuri sunt luate pentru protejarea acestora. Datele cu caracter personal sunt prelucrate in scopul de a desfasura afaceri cu Clientul si sunt dezvaluite tertilor (cum ar fi furnizorii de servicii de plata) in acest scop. Clientul are dreptul de a interzice in orice moment transferul datelor cu caracter personal. 24 Linen stocheaza date personale si informeaza consumatorul prin Politica de Confidentialitate la care acesta adera. Politica de confidentialitate poate fi vizualizata oricand la adresa www.24linen-oradea.ro.

General Terms and Conditions of Use of 24 Linen for End Clients

1. Conclusion of Contract. Scope

1.1. These General Terms and Conditions (T&C) apply between 24 Linen, operated by Euro Cleaning S.R.L., based in Oradea, Bd. Ștefan Cel Mare, No. 23, ONRC registration No.: J1997001620054, CUI: RO 10012231, hereinafter referred to as "24 Linen" and client, private individual or legal entity ("Client") for all business relationships, especially for placing orders and unassisted collection/delivery (in self-service mode) of textile articles rented from Distribution Units (with self-service) 24 Linen. These T&Cs apply exclusively unless expressly superseded by another written agreement.

2. General provisions

2.1. The Client will register to use the 24 Linen services through the platform and create a client account. The Client's consent to these T&Cs and the Privacy Policy is a prerequisite for registration. Creating a Client account on the 24 Linen platform does not represent the conclusion of a textile rental contract with 24 Linen.

2.2. For registration, the Client must provide accurate and authentic personal data.

2.3. Registration in the platform also involves providing the details of a valid credit or debit card as a payment method. These data are managed by a third party (STRIPE, in this case), and 24 Linen does not have access and is not responsible for their storage and handling.

2.4. If the data provided changes after registration, the Client undertakes to update the respective data in his account, without delay.

2.5. The Client must protect his account against access by unauthorized third parties. If there are suspicions of misuse of the 24 Linen account by unauthorized third parties, the Client will inform 24 Linen without delay.

2.6. The Client can define, in his Account, up to 5 users (Users).

2.7. 24 Linen reserves the right to cancel or delete the Client account whose registration has not been fully completed after a period of time. The same applies to cases where the user account has not been used for a long time (more than 12 months). Before removing any such account, 24 Linen will inform the Client.

2.8. During the use of the Distribution Units, 24 Linen processes the Client's information, including personal data. These include, in particular, the information that the Client provides to 24 Linen. After the termination of the agreement between 24 Linen and the Customer, the data provided by the Client or those generated by the use of the Distribution Units, will be deleted, except in cases where 24 Linen is obliged to store data for the fulfillment of legal obligations or due to other legitimate interests. Aggregate data generated by use (such as statistics/reports) are generally stored even after the termination of the agreement.

3. Availability of the quantities of rented textiles, duration of use, and their return

3.1. 24 Linen is committed to continuously supply the Distribution Units with textiles. 24 Linen cannot be held responsible if the textiles will not be enough for all Customers at a given time.

3.2. The Client must return each textile article rented from 24 Linen. The displayed prices refer to the use of textile articles for the specified period.

3.3. If the rented textile items are not returned after the expiry of the 14-day rental period, starting with the 15th day, 24 Linen will apply daily penalties, amounting to 5%/day of the value of the item. These penalties will be charged until the time of return, and their value will be debited from the Client's bank card at the time of the next soiled textiles handover to the 24 Linen Distribution Unit.

3.4. In the case of definitive non-return of the textile article, penalties will be charged until reaching the counter value of the unreturned good, these being debited from the bank card when the amount of the penalties reaches the counter value of the good. In this case, the customer account will be suspended as an additional measure until the factual situation between the Customer and 24 Linen is clarified.

3.5. 24 Linen assumes the right to suspend the Client Account in case of non-compliance with the provisions of the aforementioned Terms and Conditions, with the prior notification of the Client.

4. Tariffs and reductions/tariff corrections - Payment methods

4.1. 24 Linen reserves the right to change the tariffs, penalty rates, and counter value of rented goods for textile items displayed on the website or in the 24 Linen platform at any time, and to correct any accidental rate errors.

4.2. The rates applied by 24 Linen are displayed on the website and in the 24 Linen platform and are expressed in Lei including VAT.

4.3. The accepted payment method is by bank card (credit or debit).

4.4. The Client's credit/debit card will be debited when the value of the textile items raised is confirmed by the Client inside the Distribution Unit. If the specified payment method cannot be debited, the purchase process can be completed by providing another valid payment method (another bank card).

4.5. If no valid payment method is provided, the Client will not be able to complete the textile rental process and is asked to return all the textile items taken to the shelf. The Client will contact 24 Linen in case he notices payment errors that cannot be imputed the validity of the chosen payment method (eg payment errors even if the card details are valid and the balance is sufficient).

5. Entry recording and video monitoring

5.1. The 24 Linen Distribution Unit is video-surveilled internally and externally, and every entry inside the Distribution Unit is recorded.

5.2. The recordings serve both for the technical assurance of the service provision, as well as for the security of the users and the location. Photos/videos are deleted within 30 calendar days. Details regarding data processing can be found in the Privacy Policy.

6. Termination of the Agreement

6.1. Any of the parties may renounce the agreement, in the event of non-compliance with these Terms and Conditions, with the prior notification of the other party within 30 days.

6.2. In the case of termination of the agreement, the Client undertakes to return all the rented textiles within the specified term, but no later than 14 days after the termination. If the textile articles are not returned to 24 Linen upon full termination of the agreement, the Customer will bear penalties following Art. 3, point 3 of these Terms and Conditions.

6.3. In case of termination of the agreement, all unpaid payment obligations remain the responsibility of the Client.

7. Guarantees in case of defects

7.1. 24 Linen offers textiles for self-service rental by the Customer from the 24 Linen Distribution Unit. If the Customer detects non-conformities before use, he must return the entire package, together with the original packaging and the identification label with the readable barcode. For instructions regarding the return of the package, the Customer will contact 24 Linen by phone, at the phone number displayed on the Distribution Unit from which he picked up the package in question. If, following the checks carried out by 24 Linen, the complaint is justified, the fee charged for the respective textiles will be returned to the Customer. Complaints are considered only for textiles within the 14-day right-of-use period, specified in Art. 3, point 2.

7.2. 24 Linen, through the technology used, can identify the user after returning the product. If the returned products are damaged or show an excessive degree of dirt, with the origin of the stains incompatible with their proper use, 24 Linen reserves the right to charge the counter value of the goods in question, notifying the Client about the amount charged.

8. Liability for damages

8.1. 24 Linen is not responsible for non-specific information or recommendations related to products or services offered free of charge, or for any hyperlinks that refer to third-party offers.

8.2. The Client guarantees that no unauthorized third party gains access to his data or account from the 24 Linen platform. The Client is responsible for any unauthorized use of the 24 Linen Distribution Unit as a result of the lack of security of their user account.

9. Retention of title

9.1. 24 Linen retains legal ownership over any textile article rented in self-service mode.

9.2. The customer is obliged to protect the rented textile articles against unauthorized use by third parties, maintenance and sanitization in external sources, and especially against damage or destruction of the textiles.

10. Product availability and restrictions

10.1. 24 Linen reserves the right to modify the structure of the textile articles offered for rent, the design, the dimensions, the quality of the fabrics, as well as the structure of the packages, at any time.

11. Severability Clause

11.1. If one or more provisions of these T&Cs become invalid, this will not affect the validity of the remaining provisions. Invalid provisions will be replaced with valid provisions that serve the intended purpose.

12. Litigation

12.1. Any disputes between the parties will be resolved amicably. Otherwise, they will be submitted for resolution to the competent courts of Bihor County.

13. Information on Data Protection

13.1. The 24 Linen privacy policy describes how personal data is processed and what measures are taken to protect it. Personal data is processed to conduct business with the Client and is disclosed to third parties (such as payment service providers) for this purpose. The customer has the right to prohibit the transfer of personal data at any time. 24 Linen stores personal data and informs the consumer through the Privacy Policy it adheres to. The privacy policy can be viewed at any time at www.24linen-oradea.ro.