

Terms and conditions

Online interior design consultation

DYNKS.EU

1. GENERAL PROVISIONS

1. The Regulations define the rights and obligations of the entity KIM Mirosław Osowiecki (NIP: 5221918408) (hereinafter referred to as: or "Service Provider") and the Customer related to the contract for the provision of Interior Consultation services online, concluded through the website operated under the domain dynks.eu (hereinafter referred to as: "Portal"), including the rules and procedure for exercising the right of withdrawal by the Buyer who is a Consumer.
2. These terms and conditions for the provision of services by electronic means are at the same time the terms and conditions referred to in Article 8(1)(1) of the Act of 18.07.2002 on the provision of services by electronic means.

2. DATA IDENTIFYING THE SERVICE PROVIDER

1. Online interior consultations, which can be signed up for on the Portal maintained under the domain dynks.eu, are conducted by the company KIM Mirosław Osowiecki, with NIP number: 5221918408, REGON: 011804520.
2. The Service Provider can be contacted via e-mail by sending an e-mail to dynks.architektura@gmail.com or using the contact form, as well as by phone, at +49 1745845861.

3. DEFINITIONS

1. Business Day - any day from Monday to Friday excluding public holidays in Poland,
2. Customer - a natural person with full legal capacity, a legal person or an organizational unit without legal personality, but with legal capacity;
3. Consumer - a Customer who is a natural person with full legal capacity, who has concluded or intends to conclude an Agreement for the provision of Interior Consultation online service not directly related to his/her business or professional activity;
4. Civil Code - the Civil Code Act of April 23, 1964 (Poland)
5. Online Interior Consultation - a service, provided by the Service Provider or third parties, in the timeframe specified at the time of booking, conducted via the Internet or by telephone, being the subject of the Contract for the provision of the Online Interior Consultation service between the Client and the Service Provider;
6. Regulations - these terms and conditions;
7. Portal - the Service Provider's website available under the domain www.dynks.eu;
8. Service Provider - the company KIM, which has the NIP number 5221918408.
9. Online Interior Consultation Service Agreement - an agreement for the provision of Online Interior Consultation service concluded or entered into between the Client and the Service Provider through the Site, on the basis of which the Service Provider is obliged to assist with the interior design in the amount of time indicated on the Portal, and the Client is obliged to pay the price;
10. Consumer Rights Act - the Act of May 30, 2014 on consumer rights;

4. ONLINE INTERIOR CONSULTATION SERVICE AGREEMENT. METHOD AND TERM OF PERFORMANCE.

1. Acceptance of the Terms and Conditions is voluntary but necessary to conclude the Online Interior Consultation Service Agreement.
2. In order to start the procedure of concluding the Online Interior Consultation Service Agreement, please select one of the available options for the Online Interior Consultation service.
3. After selecting the Online Interior Consultation service option and choosing the desired day and time, click "Go to Summary", then enter your information (Name, email address, phone number) and click "Pay", then "Pay Now" after which pay the appropriate fee.
4. The available payment method is PayPal. PayPal also allows payment by debit or credit card without creating an account.
5. The contract for the provision of the Online Interior Consultation service between the Client and the Service Provider is concluded when the Service Provider sends the Client, via e-mail correspondence, a confirmation of booking an appointment for the Online Interior Consultation service and payment of the fee.
6. In case of booking an online Interior Consultation appointment without payment by the Client, the Service Provider will send the Client the bank account number for payment of the Online Interior Consultation fee to the email address indicated during the online Interior Consultation appointment booking.
7. The Service Provider is not obliged to provide the Online Interior Consultation service in person, it may entrust the execution of the Online Interior Consultation Service Agreement to third parties.
8. By default, the Online Interior Consultation service is provided by Marta Osowiecka, unless otherwise written at the time of booking the selected Online Interior Consultation service option.
9. The Online Interior Consultation Service Agreement is one-time in nature and is concluded for the duration of the Online Interior Consultation Service, which means that the Client, by booking a new date for the Online Interior Consultation Service and paying the price, aims to conclude a new Online Interior Consultation Service Agreement.
10. The Service Provider uses for booking appointments for the Online Interior Consultation service and execution of the Online Interior Consultation Service Agreement the IT solutions offered by third parties, which entails entrusting them with the processing of your data.
11. The Online Interior Consultation will take place on the date booked by the Client and confirmed by the Service Provider.
12. The Service Provider, in order to execute the Online Interior Consultation Agreement, shall communicate with the Client by email correspondence sending messages to the address indicated by the Client when booking the Online Interior Consultation service or by telephone at the number indicated by the Client when booking the Online Interior Consultation service.
13. Online Interior Consultation shall be conducted online - via Google Meet application or any other application available online - the Service Provider shall send the Client all necessary information to use the application and shall bear the fees associated with the use of the application for the duration of the Online Interior Consultation service, in addition to the Client's Internet connection fee.
14. The Online Interior Consultation shall be performed by the Service Provider with due diligence in a careful, conscientious and correct manner, in accordance with the specifics of the work, information and guidelines from the Client and in accordance with the requirements of the construction law, principles of technical knowledge.

5. ONLINE INTERIOR CONSULTATION SERVICE - WHAT IT CONSISTS OF

1. The purpose of the Online Interior Consultation service is for the Service Provider to assist the Client with interior design issues such as.
 - a. Assistance in the selection of an apartment for purchase/rent based on the options presented by the client
 - b. Assistance in improving the functionality of the apartment/room
 - c. Assistance in the selection of interior accessories
 - d. Technical advice on interior decoration
 - e. Organizational advice in the field of interior finishing and renovation, etc.
2. In order for the Service Provider to be able to provide the highest quality of Services, the Client is requested, after paying the booking fee, to send a short email to: architektura@gmail.com describing the topic they want to discuss and attaching a photo or drawings that may be helpful. Sending a message is not obligatory, but it will greatly facilitate cooperation. It is also possible to submit information via a form that will be displayed to the Client after payment for the Online Interior Consultation.
3. The Service Provider is not responsible for inaccurate representation of facts by the Client. Failure to provide or incomplete provision of documents by the Client shall not affect the accuracy and reliability of the Online Interior Consultation service provided.

6. TOTAL PRICE

1. The price for the provision of a given Online Interior Consultation service is highlighted on the Portal and includes all applicable duties and taxes.
2. Submission of additional inquiries by the Client after completion of the Service will be treated as an order for a separate Online Interior Consultation service.
3. The Client, if choosing to provide the Online Interior Consultation service, shall bear the cost of Internet access.
4. The Client agrees that the Service Provider may issue and send invoices in electronic form, as well as correction invoices and duplicate invoices in electronic form, to the email address provided by the Client when booking an appointment for the Online Interior Consultation service.

7. PERSONAL DATA

1. Provision of personal data by the Customer is voluntary but necessary to conclude the Agreement for the provision of the Online Interior Consultation service.
2. The Client is not entitled to provide third parties as his/her personal data.
3. All issues relating to the protection of personal data are regulated in detail in the Privacy Policy.
4. You will also find the necessary information in the Information Clause for the Online Interior Consultation service.

8. TECHNICAL REQUIREMENTS

Technical requirements for cooperation with the service provider's information and communication system and the execution of the contract for the provision of the service Online interior consultation

1. In order to conclude and perform the Contract for the provision of the Online Interior Consultation service, it is necessary to have:
 - a. *a computer or other device connected to the Internet, equipped with an Internet browser: Mozilla Firefox version 20 and above or Internet Explorer version 8.0 and above, Opera version 11 and above, Google Chrome version 27 and above, Safari version 5.0 and access to e-mail (valid and active e-mail address),*
 - b. *a keyboard or other device that allows you to correctly fill out electronic forms, and to enable cookies and Javascript in your web browser,*

9. CHANGE OF CONSULTATION DATE

Possibility to reschedule Online Interior Consultation

1. The client has the ability to reschedule the Online Interior Consultation up to 24 hours before the appointment.
2. A request for a change of term may be made:
 - a. *in electronic form via e-mail to: dynks.architektura@gmail.com*
 - b. *by phone or text message to: +491745845861*
3. When selecting the text form, it is sufficient to write the message "CHANGE DATE".
4. Upon receipt of a request to change the date of the Online Interior Consultation, the Service Provider will attempt to contact the Client on the next business day at the most to set a new date.
5. Client may propose his/her date by first checking its availability on the Online Interior Consultation booking page

10. WITHDRAWAL

How and when to exercise the right of withdrawal :

1. A Client who is a Consumer may, within 14 calendar days, withdraw from a contract concluded with the Service Provider, without giving any reason and without incurring costs other than those provided by law and indicated in the Regulations.
2. Withdrawal from the contract may be made up to 24 hours before the scheduled date of the Online Interior Consultation.
3. Sending the Service Provider's statement of withdrawal before the deadline is sufficient to meet the deadline.
4. The declaration of withdrawal from the contract may be submitted:
 - o in electronic form via e-mail to: dynks.architektura@gmail.com
 - o via the "Cancel Booking" button at the bottom of the booking confirmation email received by the customer
5. The period for withdrawal shall begin from the date of conclusion of the contract.
6. In the event of withdrawal from the contract, the contract shall be considered not concluded.

11. COMPLAINT HANDLING PROCEDURE USED

1. The basis and scope of the Service Provider's liability to the Client are determined by generally applicable laws, in particular the Civil Code.
2. Liability to a Client who is not a Consumer is excluded.
3. The consumer can make a complaint, for example:
 1. in writing to the address: KIM Mirosław Osowiecki, Sosnkowskiego 33, 02-495 Warsaw
 2. in electronic form via e-mail to: dynks.architektura@gmail.com.
4. Complaint about the Online Interior Consultation service, should include, specific factual allegations with justification.
5. The Service Provider shall respond to the Consumer's complaint no later than within 30 calendar days from the date of its submission.
6. If the complaint of the Online Interior Consultation service is accepted, the Service Provider will perform the Service again, without charging an additional fee

12. OUT-OF-COURT WAYS OF DEALING WITH COMPLAINTS

The possibility for the consumer to use out-of-court means of complaint handling and redress and the rules of access to these procedures

1. Pursuant to Regulation (EU) No. 524/2013 of the European Parliament and of the Council of May 21, 2013 on Online Dispute Resolution for Consumer Disputes, a consumer has the option to file a complaint through the ODR platform at <https://webgate.ec.europa.eu/odr/main/?event=main.home.show>.
2. The ODR platform is a platform for online dispute resolution between consumers and traders at the EU level, which is an interactive and multilingual website with a one-stop shop for consumers and traders seeking out-of-court dispute resolution of contractual obligations arising from an online sales or service contract.
3. The consumer has the option of using out-of-court means of complaint handling and redress, for example, by submitting a request for dispute resolution to a permanent amicable consumer court or submitting a request for out-of-court dispute resolution to a provincial inspector of the Commercial Inspection.

13. FINAL PROVISIONS. AMENDMENTS TO THE REGULATIONS.

1. The Service Agreement for Online Interior Consultation is concluded in the Polish language.
2. Any possible disputes arising from the conclusion and performance of the Contract for Provision of Services
3. Online Interior Consultation with a Client who is not a Consumer shall be resolved by a court with local jurisdiction over the Service Provider's registered office.
4. The Service Provider is entitled to amend the Terms and Conditions in the event of the occurrence of at least one of the following important reasons:
 - a. the need to change the Regulations due to a change in the law affecting its content;
 - b. the need to adapt the Terms and Conditions to orders, rulings, provisions or guidelines issued by a relevant authority;

- c. change in the manner of providing services by electronic means due to technical reasons;
 - d. changes to the scope or principles of providing services electronically by introducing new, changing or withdrawing existing functionalities or services offered to the Client;
 - e. the need to remove ambiguities, errors or clerical mistakes that appeared in the Regulations;
 - f. changes in data identifying the Service Provider, including contact details;
 - g. changes in payment and delivery methods - to the extent that these changes affect the implementation of the provisions of these Regulations;
 - h. anti-abuse;
 - i. changes in the terms and conditions of use of the Site, aimed at improving customer service.
5. The above-mentioned catalog of reasons for changing the Terms and Conditions of Online Interior Consultation is closed.
 6. The Client is not obliged to make any deposit or provide other financial guarantees to the Service Provider.
 7. The Regulations are available to Clients at any time free of charge on the website at: <https://dynks.eu/pl/regulamin-konsultacji-wnetrz-online/> in such a way that it is possible to obtain, reproduce and record its content.
 8. These Terms and Conditions of the Online Interior Consultation are effective as of 18.01.2023 on the Portal and are subject to changes, which will take effect when they are announced on the site.

14. CONTACT

For questions or complaints about the Portal, please use the following contact information:

KIM Mirosław Osowiecki
Sosnkowskiego33, 02-495 Warszawa
NIP: 5221918408
e-mail: dynks.architektura@gmail.com
phone: +49 1745845861

These Regulations of the Online Interior Consultation shall come into force on 18.01.2023.