

Drama Nerds
General Terms and Conditions

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Article 1 - Identity of the entrepreneur

1. Drama Nerds
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1214 CN Hilversum
The Netherlands
info@dramanerds.nl
Dutch chamber of Commerce: 78148812
VAT id: NL003294276B27
Bank: NL39 ASNB 0267 1887 06

Article 2 - Applicability

1. These General Terms and Conditions shall apply to all offers from Drama Nerds and all distance contracts between Drama Nerds and the consumer.
2. The text of these General Terms and Conditions will be made available to the consumer electronically in such a way that the consumer can easily store it on a durable data carrier.

Article 3 - The offer

1. If an offer is valid for a limited period or is made subject to conditions, this shall be expressly stated in the offer.
2. The offer includes a complete and accurate description of the products and/or services offered. The description is sufficiently detailed allowing the consumer to make a good assessment. If Drama Nerds uses illustrations, these will be a faithful representation of the products and/or services being offered. Obvious errors or mistakes in the offer do not bind Drama Nerds.
3. All offers contain such information that it is clear to the consumer what rights and obligations are attached to accepting the offer.

Article 4 - The contract

1. Subject to the provisions in paragraph 4, the contract will be concluded at the moment the consumer accepts the offer and meets the conditions set for it.
2. Drama Nerds shall promptly confirm receipt of the acceptance of the offer via electronic means. As long as the receipt of this acceptance is not confirmed by Drama Nerds, the consumer may dissolve the contract.
3. Drama Nerds shall take suitable technical and organisational measures to secure the electronic transfer of data and they will ensure there is a secure web environment. In case of electronic payments, Drama Nerds shall take appropriate security measures to this end.
4. Drama Nerds may, within the limits of the law, ascertain whether the consumer is able to meet their payment obligations, as well as inform themselves of all those facts and factors that are important for the sound conclusion of the distance contract. If, on the basis of this investigation, Drama Nerds has good grounds not to conclude the contract, they are entitled to refuse an order or request, stating their reasons for doing so, or to attach special conditions to the implementation of the contract.

Article 5 - Right of withdrawal / return

For the delivery of products:

1. With the purchase of products, the consumer is given the opportunity to dissolve the contract, without giving a reason for doing so, for a period of 14 days. This reconsideration period commences on the day after the consumer, or a representative designated in advance and announced to Drama Nerds by the consumer, receives the product. The consumer then has 14 days to return the product. Drama Nerds may ask the consumer the reason(s) for withdrawal, but not oblige the consumer to give these reason(s).

For the delivery of digital content:

2. The consumer declares in case of an agreement for delivery of digital content he/she agrees with direct delivery and agrees to renounce the right of withdrawal.

Article 6 – Obligations of the consumer during the reflection period

1. During the reconsideration period, the consumer will carefully handle the product and the packaging. They shall unpack or use the product only to the extent to which it is necessary to assess whether or not they wish to keep the product. If the consumer uses their right of withdrawal, they shall return the product with all delivered accessories and –if reasonably possible– in the original condition and packaging to Drama Nerds. They also send Drama Nerds a mail to Drama Nerds as an advance notice.
2. Consumer is only responsible for depreciation of the product which is the direct consequence of handling the product other than described in Article 6 (1).

Article 7 - Exercise of the right of withdrawal by the consumer and costs

1. The consumer is given the opportunity to dissolve the contract, without statement of reasons, for a period of 14 days, starting on the effective date of the contract.
2. To exercise the right of withdrawal, the consumer shall follow the reasonable and clear instructions given by Drama Nerds in this context during the offer and/or at latest before the delivery.
3. If the consumer uses their right of withdrawal, they shall bear, at a maximum, the costs of returning the product.
4. The consumer returns the product in original condition and packaging and in accordance with instructions supplied by Drama Nerds.
5. The consumer bears the risk and the burden of proof for the correct performance in time of their right of withdrawal.
6. The consumers bears the costs of returning the product.
7. If the consumer uses their right for withdrawal, all additional agreements shall automatically dissolve.

Article 8 - Obligations of Drama Nerds in case of withdrawal

1. If Drama Nerds receives a notification of withdrawal by a consumer, Drama Nerds shall send an acknowledgement by mail without delay.
2. In case of withdrawal Drama Nerds shall reimburse all payments done by the consumer, delivery charges included, without delay, yet within 14 days subsequent to the date the consumer reports the withdrawal. Drama Nerds may wait until Drama Nerds has received the returned product before they reimburse the costs.
3. Drama Nerds shall use the same means of payment the consumer has used. Reimbursement is free for the consumer.

Article 9 - Price

1. During the period of validity stated in the offer, the prices of the products and/or services offered will not be increased, with the exception of price changes resulting from changes in VAT rates.
2. The prices of products or services mentioned in the offer include VAT.

Article 10 - Compliance and warranty

1. Drama Nerds guarantees that the products and/or services comply with the contract, with the specifications stated in the offer, the reasonable requirements of soundness and/or usability and with the statutory provisions and/or government regulations existing on the day the contract is created.

Article 11 - Delivery and implementation

1. Drama Nerds shall exercise the greatest possible care in taking and fulfilling orders for products and for assessing requests for the provision of services.
2. The address that the consumer has provided to Drama Nerds applies as the place of delivery.
3. Drama Nerds shall carry out the accepted orders with due speed, yet no later than within 21 days, unless a longer delivery period is agreed upon. If the delivery is delayed, or if an order cannot be fulfilled or can only be partially filled, the consumer shall be informed about this no later than 21 days after having placed the order. In such cases, the consumer is entitled to repudiate the contract free of charge.
4. If the contract is dissolved in accordance with the previous paragraph, then Drama Nerds shall refund the amount the consumer has paid as soon as possible, yet no later than within 21 days after the dissolution.
5. The risk of damage and/or the loss of products is borne by Drama Nerds up to the moment delivery is made to the consumer or to a representative designated in advance and made known to Drama Nerds, unless explicitly agreed otherwise.

Article 12 - Payment

1. As far as no other date has been agreed, sums payable by the consumer should be paid within 7 business days after the start of the withdrawal period as stipulated in article 7 paragraph 1. In case of a contract to provide a service, this period starts on the day after the consumer has received the confirmation of the contract.
2. When selling products to consumers, the General Terms and Conditions may never stipulate an advance payment of more than 50%. Where advance payment is stipulated, the consumer cannot invoke any rights whatsoever in relation to the implementation of the order or service(s) in question before the stipulated advance payment has been made.
3. The consumer has the duty to immediately report to Drama Nerds inaccuracies in the provided or stated payment information.
4. In case of late payment by the consumer, the entrepreneur has the right, subject to legal restrictions, to charge reasonable costs made known to the consumer in advance.

Article 13 - General Data Protection Regulation

1. Drama Nerds respects the privacy of all consumers and users of the website.
2. Personal data obtained and processed by Drama Nerds:
gender / first name and family name / address / phone number / mail address / IP address / data concerning activities on our website
3. Personal data are being used because it is necessary for the execution of an agreement and/or because the visitor has given permission.
Data are being used for:
 - process the payments
 - contact the consumer if necessary
 - tax declaration if necessary
4. Drama Nerds saves personal data never longer than strictly necessary
5. Drama Nerds shall not sell personal data to third parties and shall only provide personal data to comply with the requirements of the law.
6. The consumer has the right to inspect, rectify and erase their personal data.
7. The consumer has the right to submit a complaint to the Autoriteit Persoonsgegevens.

Article 14 - Cookies

1. Cookies worden opgeslagen op de computer, tablet of telefoon van de consument. De cookies die Drama Nerds gebruikt, zijn noodzakelijk voor de technische werking van de website en gebruiksgemak van de gebruiker. Ze zorgen ervoor dat de website naar behoren werkt en onthouden bijvoorbeeld voorkeursinstellingen. De consument zich afmelden voor cookies door de internetbrowser zo in te stellen dat deze geen cookies meer opslaat. Daarnaast kan de consument ook alle informatie die eerder is opgeslagen via de instellingen van de browser verwijderen.

Article 15 - Complaints procedure

1. Complaints about the execution of the contract must be submitted to Drama Nerds completely and clearly described, within a reasonable time after the consumer has noted the defects.
2. Complaints submitted to Drama Nerds will be responded to within a period of 14 days counting from the date of receipt. If a complaint requires a foreseeably longer time to handle, Drama Nerds shall respond within the period of 14 days with a confirmation of receipt and an indication of when the consumer can expect to receive a more detailed response.
3. If the complaint cannot be solved in consultation between the parties, there will be a dispute that is open to the dispute settlement rules.

Article 16 – Disputes

1. Contracts between Drama Nerds and the consumer to which these General Terms and Conditions apply, are exclusively governed by Dutch law.