

TERMS OF SALE

These terms of sale are applied to the purchase of services and cosmetic products offered through this website (hereinafter referred to as "Services") and are managed by the laws concerning the conclusion of distance contracts referred to in Italian Legislative Decree No. 206 of 2005, with particular reference to Articles 45 to 68.

SELLER

The seller is Deep Nature Italia srl C.F. and VAT 03889320366, Strada Gherbella 294/v 41126 Modena (MO) (hereinafter the "Seller").

CLIENT

The sale is intended exclusively for the benefit of the customer understood as the person who purchases the Services and acts for personal purposes unrelated to the commercial, professional, entrepreneurial or craft activity (hereinafter, the "Customer"). These Conditions of Sale are not applied to the professional customer, so the legal person acting in the exercise of his business, commercial, craft or professional activity, or an intermediary.

PURCHASE PROCESS

To purchase the Services and Cosmetic Products, the Customer selects on the website the items he wishes to purchase and places them in the Cart. Before proceeding with the order and in order to place the order, the Customer must compulsorily provide their personal data. To complete the order, the Customer must click on "place order". The forwarding of the order implies the full knowledge and express acceptance of these Conditions of Sale

CONCLUSION OF THE PURCHASE

The purchase order of the Services and Cosmetic Products is considered accepted by sending the order confirmation to the e-mail address communicated by the client during the order execution. The purchase contract is concluded upon receipt by the Customer of the order confirmation sent by the Seller to the email address communicated by the latter during the order execution. The sale will be considered final only after receipt by Deep Nature Italia s.r.l. of the full price. Deep Nature Italia s.r.l. recommends the Purchaser to keep this information in a paper or electronic document.

PAYMENT

The Payment must be made at the time of the order by the Buyer. At no time may the sums paid be considered as a deposit or down payment. The entire amount of the order will be collected by Deep Nature Italia at the time of the order confirmation. All orders are payable in euros.



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To pay the order, the Buyer must use an online Credit Card. The following payment methods are available: Credit Card (Visa, Mastercard, American Express). The Buyer guarantees to Deep Nature Italia to be in possession of the necessary authorizations to use the method of payment chosen by him, at the time of registration of the order form. Deep Nature Italia reserves the right to suspend or cancel any order, whatever its nature and level of execution, in case of non-payment of any sum due from the Buyer or in case of payment incident. Deep Nature Italia reserves the right to request a photocopy of the Buyer's ID card or a residence document for any payment by credit card. As part of the fight against internet fraud, your order information may be passed on to third parties for verification.

MINIMUM AGE

The access to treatments and the SPA path is reserved only for people over the age of 14. Children between 14 and 17 years will have access to facial treatments, body treatments, massages and SPA path with a written permission of the parent or those who exercise legal protection.

RATES OF SERVICES AND COSMETIC PRODUCTS

The prices of the Services and Cosmetic Products are those indicated on the website at the time of the order submission by the Customer and are inclusive of VAT

DISCOUNTS

No discount will be granted in case of prepayment.

SPA AND WELLNESS TREATMENTS CANCELLATION

For any cancellation of a wellness treatment and spa entrance please contact LA SPA by phone within 24 hours before the start of treatment and during the opening hours. After this period, any treatments cancelled will not be refunded. Also the no show will be fully charged.

SHIPPING COSTS AND DELIVERY TIMES OF COSMETIC PRODUCTS

The Shipping costs are free for amounts equal to or upper than € 100.00, for lower amounts are equal to € 10.00. Except the occurrence of circumstances due to force majeure or unforeseeable circumstances, the shipping time of the Cosmetic Products is 3 working days for Italy and 6 working days for different locations, starting from the day following that of receipt by the Customer of the order confirmation email sent by the Seller.

LA SPA HELVETIA & BRISTOL

Via dei Pescioni 8 50123 FIRENZE' (FI)

Tél. : +39 055 2665626- info@laspahelvetiabristol.com- www.laspahelvetiabristol.com

società gestita da :

DEEP NATURE ITALIA s.r.l. Capitale sociale € 10.000,00 i.v.

Società soggetta a direzione e coordinamento di Deep Nature Group

Sede legale : Strada Gherbella 294/b 41126 Modena (MO)

Sede operativa: Via Guido Guarini Matteucci 1/E 47121 FORLÌ' (FC)

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The Customer acknowledges and accepts that, if the address indicated is not within the limits of the Territory, the relative order cannot be finalized and, therefore, it will not be possible to proceed with the purchase

COSMETIC PRODUCT AVAILABILITY

At the time of order, the Customer is given confirmation of the availability of the products. In the event of any impossibility, even temporary, to process all or part of the order, immediate notice will be given to the Customer, without prejudice to the possibility for the same to ask for cancellation, also partial, the order and the return of the corresponding amount possibly already paid

DELIVERY COSMETIC PRODUCTS

Upon delivery, it is necessary to verify that the package is intact, not damaged or wet and that the number of packages (number of packages) indicated on the invoice corresponds to the number of packages actually delivered. Any disputes must be reported immediately to the courier. The invoice is valid for the purpose of the guarantee.

LEGAL GUARANTEE OF CONFORMITY COSMETIC PRODUCTS

The cosmetic products are covered by the legal guarantee for defects in conformity referred to in articles 128 - 135 of Italian Legislative Decree no. 206/2005. The legal guarantee in favor of the Customer covers the defects of conformity, existing at the time of delivery of the Cosmetic Product, that have occurred within 2 years of delivery of the Product itself. In the event of a lack of conformity, the Customer is entitled to the restoration, at no cost, of conformity of the Cosmetic Product by repair or replacement, or an appropriate reduction of the price or termination of the contract, within the limits and according to the provisions of art. 130 of d.lgs. 206/2005. The lack of conformity must be communicated by the Customer to the Seller, under penalty of forfeiture, within 2 months from the date on which the Customer discovered the defect and in any case within a maximum period of 26 months from receipt of the Products, by sending a special communication to Deep Nature Italia s.r.l., to one of the following transcribed addresses: Strada Gherbella 294/b, Modena (MO), info@deepnature.it (e-mail address), specifying that you wish to exercise the right of legal guarantee, indicating the product concerned, the defect found and the reference to the order number. Upon receipt of the notification, the Seller will contact the Customer to communicate the methods of collection of the defective Cosmetic Product, as well as, once the lack of conformity has been established, all the necessary instructions for replacement, or for the reimbursement of all or part of the price paid by the Customer for the purchase of the Cosmetic Product, in accordance with art. 130 of d.lgs. 206/2005. The costs of returning the Products recognised by the Seller as defective shall be borne by the Seller.

RIGHT TO WITHDRAW PURCHASE OF COSMETIC PRODUCTS

The Customer has the right to withdraw from the contract, without giving reasons, within 14 days. The withdrawal period expires after 14 days from the day on which the Customer or a third party, other than the carrier and designated by the Customer,

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acquires physical possession of the Cosmetic Products purchased. In the case of a contract relating to Multiple Products ordered by the Customer in a single order and delivered separately, the withdrawal period expires after 14 days from the day on which the Customer or a third party, other than the carrier and designated by the Customer, acquires the physical possession of the last good.

To exercise the right of withdrawal, the Customer must inform the Seller, at one of the addresses below transcribed: LA SPA Helvetia & Bristol Via dei Pescioni 8 -50123 Florence or info@laspahelvetiabristol.com (e-mail address) its decision to withdraw from this contract by means of an explicit declaration (such as a letter sent by registered post, e-mail or certified e-mail).

In order to respect the withdrawal period, it is sufficient for the Customer to send the communication concerning the exercise of the right of withdrawal before the expiry of the withdrawal period. Pursuant to art. 54, paragraph 4, of the Consumer Code (d.lgs. 206/2005), the burden of proof relating to the exercise of the right of withdrawal rests on the Customer.

EFFECTS OF WITHDRAWAL

If the Customer withdraws from the contract, all payments made to the Seller, including delivery costs, will be refunded (with the exception of the additional costs arising from the possible choice of a type of delivery other than the less expensive type of standard delivery offered by us) without undue delay and in any event no later than 14 days from the day on which the Seller is informed of the decision to terminate the contract.

These refunds will be made using the bank withdraw; in any case, it shall not incur any cost as a result of such refund. The refund can be suspended until the goods are received or until the customer proves that they have returned the goods, if earlier. The Customer is obliged to send back the Cosmetic Products or deliver them, in the same condition in which they were received by the Customer, to us or to the following address: LA SPA Helvetia & Bristol Via dei Pescioni 8 -50123 Florence without undue delay and in any case within 14 days from the day on which you informed us of your withdrawal from the contract. The deadline is respected if the Customer returns the goods before the expiry of the 14-day period. The direct costs of returning the goods will be borne by the Customer.

The Customer is responsible only for the decrease in the value of the goods resulting from a manipulation of the goods other than that necessary to establish the nature, characteristics and functioning of the goods.

CASES OF EXCLUSION OF THE RIGHT OF WITHDRAWAL

The Customer may not exercise the right of withdrawal in the cases provided for by art. 59 of d.lgs. 206/2005 and, in particular:

(a) if the Cosmetic Products are made-to-measure and/or clearly customized;

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- (b) if the Cosmetic Products are likely to deteriorate or expire rapidly;
- (c) if the sealed Cosmetic Products, opened after delivery, are not suitable for return for hygienic or health protection reasons, including sealed food once opened;
- (e) if the Cosmetic Products, after delivery, are, by their nature, inseparably mixed with other goods;

The Customer may not exercise the right of withdrawal following the opening and/or tampering of the security envelope in which the packaging of the product is placed, in accordance with the paragraph of art. 59, letter (e), Consumer Code.

CHANGES

The Seller reserves the right to modify these Conditions of Sale without prior notice. Such amendments shall take effect from the date of their publication on the laspahelvetiabristol.com website. Purchase orders placed before the publication of the changes will be subject to the Terms of Sale in force at the time of conclusion of the sales contract.

APPLICABLE LAW AND JURISDICTION

The contracts governed by these Terms of Sale are subject to Italian law. For the resolution of disputes relating to the interpretation, execution or resolution of these Conditions of Sale or individual purchase orders/contracts, the jurisdiction of the municipality of residence or domicile of the Customer is exclusive. In all other cases, the Court of Modena has exclusive jurisdiction.

Pursuant to art. 14 of Regulation 524/2013 informs the Customer that, in the event of a dispute, he may also choose to use the extra-judicial dispute resolution platform provided by the European Commission and available on the website <https://ec.europa.eu/consumers/odr>.

PRIVACY DISCLAIMER

Pursuant to art. 13 EU Regulation no. 2016/679 (hereinafter, "GDPR"), laying down provisions for the protection of individuals with regard to the processing of personal data, we wish to inform you that the personal data you provide will be processed lawfully and for the following purposes

DATA CONTROLLER

The Data Controller is Deep Nature S.r.l., VAT number 03889320366, with registered office in Modena (FC), Strada Gherbella 294 / b, (Office Tel.: 0543094610; e-mail: info@deepnature.it).

The Data Controller decides independently on the purposes and methods of processing, as well as on the security procedures to be applied to ensure the confidentiality, integrity and availability of data.

OBJECT OF THE TREATMENT

Identification data are processed, by way of example, but not limited to, such as: name and surname, place and date of birth, tax code, residential address, details of the identity card or other identification document, e-mail address mail, telephone

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number, bank and payment details. For security reasons and for its protection, particular data is collected and processed through our information sheet for processing.

PURPOSE OF THE TREATMENT

The personal data you provide will be processed:

- a) to ensure the correct use of the Services requested by you and provided by the Data Controller in execution of the pre-contractual and / or contractual relationship established with you;
- b) for administrative, accounting and tax purposes;
- c) due to the need on the part of the Data Controller to exercise his right in court (ex. the right of defense).
- d) to send you the Controller's newsletter via e-mail.
- e) for direct marketing purposes.

LEGAL BASIS OF THE PROCESSING

The personal data collected for the purposes referred to in point a) are processed for the provision of the Services offered by the Data Controller and therefore by virtue of the pre-contractual and / or contractual relationship established with you. Refusal to provide your personal data will make it impossible to use the Services offered by the Data Controller. Legal basis of contractual regulation.

The legal basis of the personal data collected and processed for the purposes referred to in point b) is the fulfillment of the Data Controller's legislative, accounting and tax obligations.

The legal basis of the personal data collected and processed for the purpose referred to in point c) legitimate interest.

The legal basis of the personal data collected and processed for the purpose referred to in point d) is legitimate interest. For this last hypothesis of treatment, however, it is always without prejudice to its right to request that newsletters not be sent, by writing to the email address: info@laspahelvetiabristol.com.

In this case, however, he will continue to be entitled to the primary services offered by the Data Controller.

The legal basis of the personal data collected and processed for the purposes referred to in point e) is your consent. Consent is optional. In this case, by not authorizing this treatment, you will still be entitled to the primary services offered by the Data Controller.

PROCESSING METHODS

The processing of your personal data will be carried out both in paper form and in an automated form, pursuant to art. 32 of EU Reg. 2016/679.

The treatment is carried out through the collection, registration, organization, conservation, consultation, processing, modification, selection, blocking, communication, cancellation and destruction of data.

The data collected is relevant and not excessive with respect to the type of services provided by the Data Controller.

The automated processing of personal data may take place through:

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o storage and archiving within the hardware systems of the Data Controller;
o storage and archiving on application systems of accredited subjects whose Services the Data Controller uses.

Times and methods of storage of personal data

The Data Controller processes personal data as long as the contractual relationship with the customer persists, without prejudice to compliance with the statutory limitation period in the event that the Data Controller needs to exercise his right in court (ex. the right of defense).

Accounting and tax data are kept for ten years from the termination of the contractual relationship with the customer as required by law.

The personal data collected for sending the Controller's newsletter via e-mail are kept for 10 years starting from the termination of the contractual relationship with you, unless revoked by you.

The data processed for marketing purposes will be kept for 5 years.

Your personal data collected in paper form will be stored in personal files placed in rooms of the Controller's company to which only authorized persons have access.

COMMUNICATION AND DISSEMINATION OF PERSONAL DATA

Your data will not be disclosed and may be disclosed to:

o the shareholders of the company in their capacity as authorized for processing;
o external subjects and / or organizations (by way of example, collaborators of the company, credit institutions, chartered accountants, insurance companies for the provision of insurance services, workers, software houses for hardware and software assistance, consulting companies, entities to which the communication of personal data is mandatory by virtue of specific provisions of national and / or community law, etc.) in their capacity as independent Data Controllers or Data Processors, who carry out outsourced activities on behalf of the Data Controller with whom they have stipulated a specific contract.

TRANSFER OF DATA ABROAD

Your personal data will not be transferred to third countries and / or international organizations based in non-EU countries and will come stored within the EU. In any case, it is understood that the Data Controller, if he returns necessary, will have the right to move the servers even outside the EU. In this case, the Data Controller ensures from now on that the transfer of data outside the EU will take place in accordance with the applicable legal provisions, and in any case in compliance with the standard contractual clauses provided for by the European Commission.

RIGHTS OF THE INTERESTED PARTY

In your capacity as an interested party you, at any time, may exercise the rights referred to in Articles. and 15-22 of EU Reg. 2016/679, namely:

o revoke the consent previously given in the case of processing for which consent is required;
o obtain confirmation of the existence or not of personal data concerning you, even if not yet registered, and their communication in an intelligible form;
o obtain an indication of the purposes and methods of the processing of personal data concerning you;

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o know the logic and purposes on which the processing of personal data concerning you with the aid of electronic tools is based;
o know the identification details of the Data Controller, of the Managers and of the designated representative pursuant to article 5, paragraph 2, of EU Reg. 2016/679;
o obtain an indication of the subjects or categories of subjects to whom the personal data may be communicated or who can learn about them as managers or agents;
o obtain the updating, rectification, cancellation or limitation of your personal data;
o oppose the processing of your personal data that is illegal or in any case not proportionate to the purposes pursued by the Data Controller;

How to exercise the rights

You may, at any time, exercise the rights referred to in the previous point by sending a registered letter with return receipt to the company Deep Nature S.r.l., with registered office in Modena (MO), Strada Gherbella n. 294 / b, or by sending an e-mail to the following address: info@laspahelvetiabristol.com. In the event of no or insufficient response, you can lodge a complaint with the Privacy Authority by sending a registered letter with return receipt to the address where its headquarters are located, in Rome (RM), Piazza Venezia n. 11 or by sending an e-mail to the following e-mail address: garante@gpdp.it (www.garanteprivacy.it).

TREATMENT OF PERSONAL DATA

I declare that I have read this privacy statement and have been informed that the Data Controller processes the personal data released for the purpose of providing the Services offered by the same. I am aware that any refusal to provide personal data will make it impossible to use the services provided by the Data Controller.
This information may be subject to updates.

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