Store and Website Regulations

My name is Barbara Battah and I welcome you to my website.

In this document you will find all information regarding your activity on the Website and your purchases in the Store, in particular the most interesting information – regarding Product delivery, returns and complaints.

If I write in this document:

- "You" or "Customer" – I mean any person using the Website or Store,
- "I" or "Seller" – I mean Barbara Battah, address: Apartment 26 Bloomsbury House, 27 Guildhall Road, NN1 1AG Northampton, UK.

You can contact me by email: info@radiancebybasia.com or by phone, WhatsApp or imo: +4470807039526.

I use some words and phrases in a specific sense (e.g. Page). I capitalize them and explain them in the glossary at the end of this document.

- How can you use the Site?
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How can you use the Site?

1. To use the Site and the Store, you must have access to the Internet and hardware and software that allows you to browse websites. In the case of using the Store, you must also have an e-mail address.
2. You may not use the Store and the Website in a manner contrary to the law, good customs or this document, and in particular, you may not:
1. attempt to access resources not intended for you,
2. publish comments that are unlawful, offensive, hateful, racist, infringing copyright, etc.,
3. provide content of an illegal nature.
4. Through the Website, I provide the following services free of charge:
1. the ability to create an account in the Store,

2. newsletter,
3. contact form,
4. opportunity to arrange a free consultation.

1. Each time you use any of the services indicated above, we enter into an agreement regarding the provision of that service.
2. I may terminate the agreement for the provision of the service with immediate effect if you violate the provisions of the Regulations and, despite an additional request, you do not cease the violations.
3. I may terminate the service provision agreement at any time with a 14-day notice period.
4. To create an account:

1. complete the registration form available on the Website (remember to provide correct data and update it if it changes),
2. accept the Regulations and confirm that you are familiar with the principles of processing your personal data,
3. confirm your registration by clicking on the appropriate button below the registration form.

1. The moment you confirm your registration, we will enter into an agreement regarding the management of the account. The agreement is concluded for an indefinite period (until the account is deleted), in Polish, in accordance with the provisions of Polish law.
2. You may only have one account in the Store. You may not use other people's accounts or share your account with other people. You must keep your account password and login secret. You are responsible for any damages that result from failure to fulfill the above obligations.
3. You may delete your account at any time by selecting the appropriate option in your account management panel (if available) or by contacting me by email. If you delete your account, you will lose access to all content and materials stored in your account.
4. The agreement for the provision of digital content in the form of a Newsletter (e-mails containing information about new products, promotions, products or services offered by me) is concluded when you confirm that you want to subscribe to the Newsletter subscriber list (click on the confirmation link sent to the e-mail address provided in the Newsletter subscription form).
5. You do not pay for the digital content sent in the traditional sense. In return, I receive access to your personal data provided during registration.
6. I will send the newsletter to the e-mail address provided during registration.
7. The materials provided as part of the Newsletter are intended solely for your own use. Any other forms of use of the materials violate copyrights – mine or other authorized entities – and may result in civil or criminal liability. In particular, further copying, reproduction, recording or distribution of the materials is prohibited.
8. You may unsubscribe from the Newsletter at any time by clicking on the appropriate link included in the content of each message sent as part of the Newsletter.
9. Detailed rules for free consultations:

1. you can make an appointment for a free consultation using the calendar available on the Website – to do this, select a date and enter the required data into the form,
2. making a reservation is tantamount to accepting the Regulations,
3. after making a reservation you will receive a confirmation by e-mail and a link to the online meeting,
4. the consultation lasts up to 30 minutes,
5. the consultation takes place via the messenger I have indicated, to participate in it you must have: a computer, tablet, telephone or other device equipped with a

webcam and microphone; a fast internet connection – minimum 512kb/s (uploading and downloading); access to an updated version of the messenger; an active e-mail account,

6. you can cancel your consultation by informing me via email no later than 24 hours before the consultation date – if you inform me later or do not show up for the consultation without cancelling it, I may refuse to book another appointment,
7. In exceptional cases, I can change the consultation date – I will inform you about this at least 24 hours in advance.

What can you buy in the Store?

1. In the Store you can purchase Physical Products, Electronic Products (digital content, e.g. webinars) and Services (e.g. workshops).
2. Detailed information about the Product, its properties and price are available in the Store on the Product page.
3. Product descriptions available in the Store do not constitute an offer within the meaning of the relevant provisions of civil law, but an invitation to conclude an Agreement.
4. If you want to make a purchase in my store, you must be at least 18 (eighteen) years old – otherwise the Agreement must be concluded by your legal guardian.

How do you order, pay for and receive the Product?

1. You can place an order in the Store via your account or as a guest (unregistered user). If you have an account, you can log in to it before or during the ordering process. If you do not have an account, you can create one during the ordering process by checking the appropriate box.
2. If you want to place an order in the Store:

1. add selected Products to cart,
2. select one of the available payment methods,
3. choose one of the available delivery methods,
4. provide the data necessary to complete the order, i.e. name and surname, e-mail address, address of residence (required data are marked with an asterisk (*)),
5. confirm that you accept the Regulations and that you are familiar with the principles of processing your personal data (check the appropriate box),
6. in the case of an Electronic Product or Service, confirm that you consent to the delivery of the ordered digital content/performance of the Service before the expiry of 14 days from the conclusion of the agreement (in such a case you lose the right to return the Electronic Product/resign from the Service (when the agreement is performed in full),
7. confirm your order by clicking the appropriate button (“Buy” or similar).

1. Before confirming your order, you can enter a discount code, if you have one, in the indicated field (“Discount Code” or similar). After entering the discount code and clicking the button (“Apply Coupon” or similar), the price will be modified.
2. After receiving your order, I will send you an email confirming that it has been accepted. When you receive this message, an Agreement will be concluded between us. The Agreement is concluded in Polish, in accordance with the provisions of Polish law. One party to the Agreement is you (the Customer), and the other party is me (the Seller).
3. Available payment and delivery methods are indicated in the Store and presented at the ordering stage.

4. If you choose:
1. online payment – after clicking the button finalizing the order, you will be redirected to the payment gateway operated by an external payment operator to make payment for the order,
2. payment by bank transfer – after clicking the button finalizing the order, you will be redirected to a page with order confirmation and payment instructions.
1. Payment for the order should be made within 3 days of placing the order. Failure to do so will result in the Agreement not being concluded.
2. All prices given in the Store are gross prices.
3. I do not apply individual price adjustments.
4. In the event of a price reduction, information about the lowest price that was valid in the 30-day period prior to the introduction of the reduction is visible next to the current price. If the Product is offered for sale for a period of less than 30 days, information about the lowest price that was valid in the period from the date on which the Product was offered for sale is visible next to the information about the reduced price.
5. If you wish to receive an invoice, please select the appropriate option in the order form. The invoice will be sent electronically to the email address provided when placing the order.
6. The order processing time is indicated in the Store. In the case of choosing payment in advance, this period is counted from the day I receive payment.
7. An order for physical Products is considered fulfilled when I ship the package to you. The exact delivery date of the physical Product is determined by the carrier.
8. I send electronic products (e.g. as a link) to your e-mail address indicated in the order form or make them available on your Account.
9. We ship electronic products in the version current on the date of delivery and do not provide updates after that date – unless the Product description expressly states that it also includes updates.
10. In the description of each Electronic Product you will find information about:
1. the period during which you can use this Product,
2. technical requirements necessary to use this Product (to use the electronic Products, depending on their type, it may additionally be necessary to have standard, generally available software that allows viewing or playing certain types of files such as DOC, PDF, MP4, MP3, MOV, AVI, etc.).
3. In the case of Services, the Agreement is performed through:
1. in the case of Services provided online – performance of the service online in the manner and within the time specified in the description of the Service or agreed with the Client,
2. in the case of Services provided on-site – performance of the Service on-site at the place and time indicated in the description of the Service or agreed with the Client.

COURSES/WORKSHOPS

1. The form, time and place of each course/workshop are given in their description in the Store.
2. I may change the course/workshop programme (presenters, topics, hours, date, etc.) if, despite exercising due diligence, the original programme cannot be implemented, e.g. due to illness of the presenter or other events beyond my control.
3. I may cancel a course/workshop (in whole or in part) if the required number of people do not sign up. I will inform you about the cancellation of a course/workshop

no later than 48 hours before its start date (or the start of a given part). Exceptionally, I may cancel a course/workshop on its start date, if, due to force majeure, its implementation is impossible or significantly hindered.
4. If the course/workshop is cancelled (in whole or in part), I will refund the fee (or a proportional part thereof).
5. In the matters referred to above, I will inform you by means of messages on the Website or by email.
6. I may record and distribute the course/workshop progress and the image of the participants for documentation, reporting, advertising and promotional purposes.
7. Participants who turn on a camera or microphone during an online course/workshop simultaneously express their consent – without quantitative, time and territorial restrictions – to the free recording and distribution of their image for my documentation, reporting, advertising and promotional purposes. This consent also covers the use of works containing the recorded image to an unlimited extent, in particular in the scope of:

1. recording or reproducing by any technique, including printing, on digital media,
2. placing on the market, disseminating, entering into computer memory and into a computer network,
3. making them publicly available in such a way that everyone can have access to these works at a place and time of their choosing,
4. public performance or public reproduction, exhibition, display,
5. processing, developing and modifying by any technique or medium, in particular by changing colours, size, cutting out fragments, distorting, adding text, images, sound.

1. By expressing consent, the participant waives the right to verify or accept materials containing his or her image.
2. The Participant is obliged to provide, at his/her own expense and on his/her own initiative, the necessary equipment, software and internet connection enabling him/her to participate in the course/workshop, in accordance with the requirements indicated in the Product description.
3. I am not responsible for any disruptions, including interruptions, in the functioning of the course platform caused by force majeure, unauthorized actions of third parties or incompatibility of the service with the participant's IT infrastructure.
4. Only people who have registered for the course/workshop can take part in it. Sharing and distributing access to third parties is prohibited.
5. A course/workshop participant may not:

1. use the course/workshop to provide content of an unlawful nature,
2. record the course/workshop.

3. In the event of purchasing the Service on behalf of a third party, the User is obliged to inform that person about the provisions of the Agreement, the Regulations and the details of the Service.

How can you use the Products and the Store?

1. You can use the content provided on the blog free of charge.
2. All content, photos, graphics and other materials, including Products, that I make available on the Website and in the Store are works within the meaning of the Act of 4 February 1994 on copyright and related rights, are my intellectual property and are subject to legal protection. Without my consent, you may not, for example, copy, publish or modify them.

3. At the time of delivery of the electronic Product, I grant you a License, i.e. the right to use this Product worldwide on a non-exclusive basis (I can also grant this right to other persons and entities) and non-transferable basis (you may not grant this right to other persons or entities), without the right to grant sub-licenses.
4. The license is valid for the duration of the access granted to you to the Product.
5. Under the License granted, you may:
1. use the Product only for your own needs,
2. play the Product or selected content on your device (computer, tablet, phone),
3. save the Product or selected content using any digital technique, e.g. on your own hard drive,
4. print selected content for your own needs.
5. Under the License granted, you may not:
1. make the Product or parts thereof available to third parties,
2. publish the Product or any part thereof, regardless of the form of publication,
3. copy, reproduce, distribute the Product or any part thereof for purposes other than your own personal use,
4. create other products based on the Product or parts of it, which you will then resell.
5. I may establish different License terms for individual Products. In such case, such terms will be included in the description of that Product.

How can you cancel your purchase?

1. If you are a Consumer or an Entrepreneur with Consumer Rights, you may withdraw from the purchase (withdraw from the distance contract) on the terms described below.
2. You may cancel your purchase of the Product within:
1. 14 days from the date of taking possession of the physical Product,
2. 14 days from the date of conclusion of the Agreement – in the case of Agreements other than the agreement for the sale of a physical Product.
1. You should inform me about your decision to withdraw by sending an unequivocal statement (e.g. “I withdraw from purchasing the product”). You can send the statement by e-mail. You can use the form that is an annex to the Regulations. You do not have to justify your decision.
2. If, when placing the order, you inform me that you consent to the delivery of the ordered digital content/performance of the ordered service before the expiry of 14 days from the conclusion of the contract (check the appropriate box), you will lose the right to return the Product/resign from the service (when the contract has been performed in full), as referred to above.
3. For the avoidance of any doubt:
1. if, during the purchase of an Electronic Product, you consent to the execution of the Agreement and the delivery of digital content in the form of a selected Product before the deadline for withdrawal from the Agreement expires, you lose the right to withdraw from this agreement;
2. if, during the purchase of the Service, you agree to the execution of the Agreement and the commencement of the provision of the Service before the deadline for withdrawal from the Agreement expires, and I perform the Service in full, you lose the right to withdraw from this agreement;
3. if, during the purchase of the Service, you agree to the execution of the Agreement and the commencement of the provision of the Service before the expiry of the deadline for withdrawal from the Agreement, and I commence the provision of the

Service, you may withdraw from the Agreement, but you are obliged to pay for the services provided by me until the time of withdrawal.

4. If you cancel your purchase:

1. you must immediately – no later than within 14 days – return the physical Products,
2. I can prevent you from further using the Electronic Products, in particular by preventing access,
3. I will return all payments received from you immediately, and in any case no later than 14 days from the date on which I receive your statement of withdrawal,
4. I will refund the payment using the same means of payment that you used in the initial transaction, unless you expressly agree otherwise; I may withhold the refund until I receive the Product back or until you provide me with proof of sending it back, depending on which event occurs first,
5. you will bear the direct costs of returning the Product,
6. You are only responsible for any reduction in the value of the Product resulting from using it in a manner other than necessary to establish its nature, characteristics and functioning.

How can you file a complaint?

1. If you are a Consumer or an Entrepreneur with Consumer Rights, you can file a complaint under the terms described below.
2. In accordance with the regulations, as the Seller, I am obliged to deliver Products to you that are in accordance with the Agreement.
3. I am only liable for those lacks of conformity of the Product with the Agreement that existed at the time of its delivery and became apparent within 2 (two) years from that time.
4. In the event of non-compliance of the Product with the Agreement, you may exercise your rights under the Consumer Rights Act. Below, I will only provide you with general information about your rights under the aforementioned provisions.
5. If you believe that the purchased Product is inconsistent with the Agreement, you may file a complaint and indicate one of the requests described below.
6. First, as part of your complaint, you may request that I bring the Product into compliance with the Agreement. I may refuse your request only if its fulfillment would be impossible or would require excessive costs.
7. In situations specified by law, you may submit a declaration of a price reduction or withdrawal from the Agreement.
8. You can submit your complaint by traditional mail or e-mail.
9. If you are filing a complaint, please include the following information in the body of your complaint to ensure it is handled efficiently:

1. name and surname, correspondence address, e-mail address,
2. description of the problem,
3. what do you expect in connection with the complaint.

1. If I receive an incomplete complaint, I will ask you to complete it.
2. I will consider your complaint within 14 days of receiving it.
3. If the complaint procedure does not bring the result you expect, you can use, among others:

1. mediation conducted by the locally competent Provincial Inspectorate of Trade Inspection,
2. assistance of the locally competent permanent consumer arbitration court operating at the Provincial Inspectorate of Trade Inspection,

3. free assistance from the municipal or district consumer ombudsman – depending on your place of residence,
4. online ODR platform available at: http://ec.europa.eu/consumers/odr/ .

1. The rules described in this Chapter IV apply only if you make a purchase as a Consumer or an Entrepreneur with Consumer Rights.
2. If you are an entrepreneur (you run a business), the rules described above do not apply. In such a case, you can refer to the provisions on warranty indicated in the Civil Code.

On what principles do I post opinions on the Website?

1. Opinions about Products that are on the Site come from Customers. Opinions are sent by Customers (via email, messengers, etc.) or imported from Google business card, Facebook, Instagram and other portals in which I have a legitimate legal interest (e.g. profile, offer).
2. There is no way to automatically publish reviews on the Site.
3. Opinions should be formulated in a fair, honest and substantive manner, as far as possible linguistically correct and without the use of vulgarisms or other words commonly considered offensive.
4. It is prohibited to submit opinions:

1. without first using the services of the Seller or the Store,
2. meeting the characteristics of an act of unfair competition within the meaning of Article 3 of the Act of 16 April 1993 on Combating Unfair Competition,
3. infringing the personal rights of the Seller or a third party.

1. I can check at any time whether the opinions posted comply with the regulations.
2. If an opinion is posted that does not meet the requirements set out in the Regulations, I may refuse to publish the opinion or remove it.
3. I don’t pay to leave an opinion.
4. I alone decide which opinions are published on the Website.
5. People whose data are indicated in a published opinion may report any errors, especially if the person in question did not submit an opinion at all.

What else is worth knowing?

1. The principles of processing your personal data and using cookies have been described by me in the Privacy Policy.
2. You can report any irregularities in the operation of the Website and Store to me by e-mail.
3. The document in its current wording is valid from 24/01/2024.
4. I can make changes to the Regulations for important reasons, including changes in technology, changes in the law, and the introduction of new Products to the Store. Customers who have an account in the Store will be notified of any changes to the Regulations by email.
5. The change to the Regulations is effective within 10 days from the date of publication. The Regulations in force on the date of conclusion of the Agreement shall apply to Agreements concluded before the change to the Regulations.
6. The regulations are subject to Polish law.
7. The recording, securing, making available and confirming to the Customer the essential provisions of the concluded Agreement shall be affected by sending the Customer an e-mail confirming the placed order and providing an active link to the content of the Regulations.

8. The content of the Regulations is available free of charge on the Website.
9. Any disputes arising between the Seller and a Customer who is not a Consumer shall be submitted to the court having jurisdiction over the Seller's registered office.
10. By placing any content on your account or elsewhere on the Website, you grant me a non-exclusive, royalty-free license to use, save in computer memory, change, delete, supplement, publicly perform, publicly display, reproduce and distribute, in particular on the Internet, such content, without territorial restrictions.
11. The provisions of the Regulations are not intended to exclude or limit the rights of Consumers resulting from the provisions of local generally applicable law. In the event of inconsistency of the Regulations with the provisions of generally applicable law in the Consumer's country, these provisions shall apply.
12. Capitalized terms have the following meanings:

1. **Customer** – any person who makes a purchase in the Store
2. **Consumer** – a natural person who does not conduct business activity,
3. **Entrepreneur with Consumer Rights** – a natural person who conducts business activity, but the Agreement on the basis of which the Product is purchased does not have a professional character for him, resulting in particular from the subject of the business activity he conducts, in accordance with the data in CEIDG
4. **Seller** – Barbara Battah, address: Apartment 26 Bloomsbury House, 27 Guildhall Road, NN1 1AG, Northampton, UK
5. **Agreement** – depending on the context: a sales agreement for a physical Product or an agreement for the delivery of digital content in the form of an electronic Product or an agreement for the provision of a Service, concluded between the Seller and the Customer
6. **Website** – website available at https://radiancebybasia.com/
7. **Shop** – online shop available at https://radiancebybasia.com/en/shop/
8. **Products** – Physical Products, Electronic Products and Services available in the Store
9. **Physical products** – movable items available in the Store
10. **Electronic products** – digital content, i.e. data produced and delivered in digital form available in the Store, e.g. e-books, webinars
11. **Services** – services available in the Store, e.g. workshops
12. **Regulations** – this document.
13. **Consumer Rights Act** – Act of 30 May 2014 on Consumer Rights DOWNLOAD PDF REGULATIONS

WITHDRAWAL FORM

(this form should be completed and returned **only** if you wish to withdraw from the contract)

Seller:

Barbara Battah, address: Apartment 26 Bloomsbury House, 27 Guildhall Road, NN1 1AG, Northampton, UK

Buyer:

First name and last name: ……..

Address: ……..

E-mail address: ……..

The date of conclusion of the contract: ……

Product delivery date: ……

I withdraw from the contract of sale of the following physical Products/delivery of the following electronic Products:

……

……

Date and client’s signature (only if the form is sent in paper format)