

Terms & Conditions

Terms and Conditions: Sale of Goods – Online

Matyrofficial.com

IMPORTANT: PLEASE READ

WE DRAW YOUR ATTENTION TO THESE TERMS AND CONDITIONS, WHICH APPLY WHENEVER YOU BUY GOODS FROM US ONLINE. PLEASE READ THEM CAREFULLY BEFORE YOU PROCEED TO MAKE YOUR PURCHASE.

BY PLACING AN ORDER AND/OR USING OUR WEBSITE YOU AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS.

YOU SHOULD PRINT AND KEEP A COPY OF THESE TERMS AND CONDITIONS FOR YOUR RECORDS.

In these Terms:

"Website" means Our website at www.Matyrofficial.com.

"Goods" means the goods which We will supply to You in accordance with these Terms and Conditions.

"Order" means an order which You place with Us detailing the Goods You wish to buy from Us.

"We/Us/Our" means Matyr official LTD (company number 15762621) incorporated under the Companies Act 2006 as a private

"You/Your" means you, the person using Our Website and/or buying Goods from Us.

HOW THESE TERMS AND CONDITIONS APPLY

We may amend the Terms from time to time and You are advised to check them regularly for any changes that We make.

When You use the Website, we may gather information about You and Your visit to the Website. Information about this can be found in Our Privacy Policy which forms part of these Terms. The Privacy Policy and these Terms together govern Our relationship with You and form the contract between us ("Contract").

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1. About our website

This Website is aimed at consumers. The information on this Website is in English, all communications will be in English and the Website is designed to comply with English law. You may be viewing the Website in a market in which we do not commonly sell Our Goods and We cannot be held responsible for non-compliance with any local advertising or other laws in relation to this Website or its contents. We may restrict access to some parts of the Website to users who have registered with Us.

This Website is operated by Us Our VAT registration number is

2. Our Rights in the website

The copyright and other ownership rights (known as "intellectual property rights") in this Website and its contents (including design, text, logos, trade names, graphics, software and any other material) are owned by Us or Our licensors. You must not (nor allow anyone else to) publish, copy, distribute or modify any of the content of this Website. Anyone may view this Website and print pages from it for personal use only, for browsing Our products and placing an Order with Us. Any other use is strictly prohibited without Our prior written consent. You must not make any copy of any material from the Website for any business-related use whatsoever.

You must not in any way copy, reproduce, or use any trademarks, logos, or brand names that appear on the Website. Linking to Our Website on other websites is at Our discretion and We may require that You stop providing links to Our Website at any time.

We may use any information that You upload to the Website as We decide and We may also disclose that information to third parties.

3.Website contents

We have taken great care in compiling this Website but neither We nor Our directors, or other representatives or any other companies within Our group of companies will be responsible for any damages, losses or costs however they arise as a result of Your use of or reliance on the Website. Although We aim to provide information that is accurate and up to date, We do not guarantee to do so. You are responsible for making sure that Your reliance on this Website is suitable for Your own purposes and the information that We provide is not intended to be advice You should rely on. The information contained on this Website is provided on an "AS IS" basis. To the fullest extent which the law allows, we exclude all warranties and representations of any kind with respect to this Website and its contents.

We may change, remove or adapt the content of Our Website at any time and without advance notice.

We may provide links to other websites. If we do this, those links are provided for Your convenience only and We cannot be responsible for the content or availability of those websites or Your use of them.

We do not guarantee that this Website will always be available or be free from error, virus or similar.

We are under a legal duty to supply Goods that are in conformity with the Contract and we aim to ensure that the product images on Our Website are as accurate as possible, but there may be slight colour variations between the Goods and the images shown online.

4.How you must use this website

Submissions or comments by You that are in any way defamatory, abusive, obscene, unlawful, sexist, racist or may in any way cause offence to any person are strictly prohibited. You must not use any abusive language, be aggressive, swear, threaten, harass or abuse any other person, including but not limited to other users of this Website.

All information that You submit should be accurate, truthful and should not be copied.

You must use Your own identity at all times when using the Website and should ensure that all information You provide is accurate and up to date to the best of Your knowledge. You must not use information about any other person, except if You have their permission to do so.

You must not corrupt the Website, flood it with information causing it to malfunction or use any features which may affect the Website such as any worms, viruses or similar harmful elements. The use of spam (that is, multiple, unsolicited or undesired bulk e-mails) is also forbidden.

We will not be liable for any loss or damage that You suffer as a result of any harmful material infecting Your computer, data or other material due to Your use of Our Website.

We may refuse access to this Website to anyone who does not comply with these Terms.

5.Our Agreement for the Sale of Goods and the Ordering Process

The Website displays Goods that are advertised for sale, and gives information about them. By advertising Goods on the Website, We are inviting You to place an Order with Us.

If You place an Order, We are not obliged to accept that Order. The Contract between You and Us will only be formed and completed upon actual despatch of the Goods to You (Neither submitting an electronic order form, nor completing the checkout process constitutes Our acceptance of Your Order).

You may include any number of items within a single Order, subject to any restrictions set out in these Terms or on the Website.

Each Order You place will be a separate Contract between Us. We reserve the right to refuse to supply Goods to any person.

Any variation of the Contract by You must be expressly agreed between You and Us.

The following paragraphs explain the process that You will need to go through to place an Order and how the Contract for the sale of Goods between us will be formed. This section also explains important information about payment and delivery.

Step 1 - Choosing Your product

You can select a product for purchase by clicking on the item that You are interested in, and then clicking on "Add to Cart".

Step 2 –Reviewing Your Basket

You can review the products that You have added to Your cart. You can change the contents of Your basket by amending the quantity of Goods You want to order (which may be subject to a maximum number of Goods, per size from time to time), removing any unwanted Goods by clicking 'Remove' and viewing the basket total value. You can also enter any promotional code that You may have. Entering a valid promotional code and clicking 'Redeem' will update the basket total. You can then continue shopping and adding to Your basket if You wish or if You don't want to buy anything else, go straight to the next step.

Step 3 – Going to Checkout

Once You have finished shopping, You can proceed to Checkout by clicking on "Checkout Securely" or by hovering over the basket icon in the top right hand corner of the page and then clicking "Checkout".

Step 4 – Customer registration

You may be asked whether You are a guest or an existing customer. To register as a guest customer, You will be asked to provide Your e-mail address. We will then store that information for the purposes of processing Your Order, but it will not be recognised next time You visit the Website.

Step 5 – Completing Your Address and Delivery Details

If You are a guest Customer, You will be given a list of delivery options. Once You have chosen Your option, You will be asked to enter Your chosen delivery address or a town or postcode to find Your nearest collection point. If You are an existing Customer, You will be shown a list of any delivery addresses You have previously entered. You will have the option of selecting the same address for Your billing address. Alternatively, on the next screen You can enter a different billing address. You must provide us with the correct address details. We will not be liable for any delay or failure of delivery as a result of Your failure to provide accurate address details.

Step 6 – Your Order Summary and Payment Information

You will then need to choose Your payment method and enter Your payment details. Please check this information very carefully. You will then be given the option to save such details for Your next visit. If You are an existing customer and you have previously saved Your payment details, they will appear here. Your Order summary page will then appear in the right hand corner. This includes details of the Goods in Your Order. You should check the details carefully at this stage, as this is the final stage in the Order process at which You can correct any mistakes or change the Goods that You want to Order. You can do this by returning to the home page and completing the process set out above again. If You are happy with Your Order, click "Place Order & Pay".

Step 7 – Placing Your Order

By clicking on "Place Order & Pay", You are confirming that You have read, understood and accepted these Terms. At this point Your Order will be submitted to Us.

Step 8 – Order Acknowledgement

Once We have received confirmation that Your payment has been authorised, a screen will appear thanking You for Your Order. You will be given an Order reference and an e-mail will be sent to You to acknowledge Your Order. It will confirm the Goods, price and any delivery charge. You may print a copy of the Order acknowledgment and e-mail and keep them for Your records. Please note, Our acceptance of Your Order (regardless of the content of any emails we send you) will only take place on despatch of Your Order.

- × We may refuse Your Order or cancel Your Order if we decide it is reasonable to do so. This may include circumstances where:
- × We are unable to obtain authorised payment or the payment process is incomplete; or
- × We identify a product or pricing error on the Website; or
- × You fail to meet any criteria for eligibility of purchase which We may impose from time to time; or
- × We suspect that Your Order is related to fraudulent activity; or
- × You fail to submit all necessary and relevant details to allow Us to fulfil the Order; or
- × Goods are unavailable or out of stock

We may contact You by phone or email to verify details before We are able to process and despatch Your Order, or We may be unable to accept it. For example, We may do this if Your Order is of particularly high value.

The Goods shown for sale on this Website are intended for private, consumer use and You must not resell Goods or offer them as a commercial enterprise.

We will not be liable for any losses related to Your use of the Goods in the course of a business such as, lost profits, loss of business or business interruption.

We reserve the right to limit the total value of Goods that can be included in an Order. If the total value of Goods in Your bag exceeds the limit that We may choose from time to time, then We will contact You and We reserve the right to cancel any bulk orders.

6.Price and Payment

Prices and delivery charges are as published on the Website when We accept Your Order. Prices include VAT and are in pounds sterling. Delivery charges are shown separately. All applicable delivery charges are as stated on the Website. The delivery charge for the Order is shown on the shopping basket page below Your chosen Goods. The delivery charge may vary depending on the value of Your Order (for example if Your Order is over a certain value, We may offer free delivery).

We take all reasonable care to ensure that the price of the items indicated to You is correct, but We may amend prices at any time. If You notice there is a difference between a price at the time the Order is made and the price when We ship Your Order, You should inform our Matyr Contact Services on www.matyrofficial.com and go to the contact page and decide whether You wish to proceed with Your Order. If for any reason payment has already been taken, it will be re-credited to Your credit or debit account.

Offers and promotions on the Website are subject to availability and We may change or withdraw them at any time and without notice. Nothing shall oblige Us to maintain offers or promotions for any period. Additional terms may apply, details of which will be displayed.

We must receive payment for the Goods and any delivery charges in full, cleared payment before they are despatched.

We accept payment via most major credit and debit cards including Visa, Mastercard, Maestro and American Express. You must only use a card if You are the named cardholder. By placing an Order, You confirm that You are the authorised cardholder. All credit and charge card holders are subject to validation and security checks, as well as authorisation by the card issuer and any additional terms imposed by the issuer. If the issuer does not authorise payment, We will not accept Your Order and We will not be liable for any delay or non-delivery. You may also choose (depending on your country of residence) to pay via PayPal, WeChat Pay, Alipay, Union Pay subject to certain checks by those payment providers.

Your card provider may charge You for using Your card. Please check the terms and conditions with Your card provider carefully and in advance of submitting Your payment details.

If We do not have sufficient stock of Goods, We will notify You by e-mail or phone and Your credit or debit card transaction will be cancelled or refunded. We will do this as soon as possible and by no later than 30 (thirty) days from the date of Your Order. We will not be responsible for any compensation if the Goods that You order are not available for any reason.

We will validate the names, addresses and other details supplied by You against commercially available records (including Electoral Roll data and credit reference services). We may also use third parties to do this. Information that You provide to Us may be disclosed to a registered credit reference agency, which may keep a record of the information. By ordering from Us You agree to such checks. Please refer also to Our Privacy Policy. These measures are taken to protect You and to ensure Your shopping experience with Us is as secure as possible.

7>Returns

You have a legal right to cancel the Contract (subject to certain exceptions set out below) without giving any reason within 14 days of the day after You receive the Goods. This is the "Cancellation Period".

You can cancel by sending Us an email on Matyrofficial@gmail.com or go to matyrofficial.com and go to the contact page.

You should keep evidence of having given notice of cancellation, such as an e-mail receipt.

You must return the Goods to Us (at your own risk and cost) within 28 days of notifying Us that You wish to cancel by sending them (by recorded delivery or courier) to:

Matyr Official Ltd

28 Napier Close

Crowthorne

Berkshire

RG457EN

We will not be responsible for any costs associated with returning the Goods to Us.

The Goods must be returned unused and in good condition with the original packaging.

Within 28 days (during our Christmas returns policy) of receiving the returned Goods or proof of postage of the same, We will ordinarily refund the full purchase price, together with the standard delivery charge paid. If You chose to pay extra for express delivery, We will only refund the cost of standard delivery. Please note though that if You want to return only some Goods but keep the rest of Your Order, You may not be entitled to a refund of the delivery charge.

For any purchases made throughout the Christmas returns period and from now returns will be accepted for both online & instore purchases for 28 days after our stores re-open

8.Things Go Wrong (Faulty Goods)

We warrant that the Goods that we supply are of satisfactory quality and are fit for the purpose for which Goods of that nature are commonly supplied.

If You return Goods to Us for a reason other than if You change Your mind, We will inspect the Goods and either replace them or refund the full purchase price of the Goods if we accept that there is a manufacturing defect or other fault in the Goods. This is subject to you returning the Goods to Us no later than 30 days after Your receipt of the Goods.

We will replace the Goods or refund You, provided that the defect or fault is not; caused by usual wear and tear, damage caused deliberately or accidentally, Your negligence or if You fail to follow product instructions or if the Goods have been misused, altered or repaired without Our approval.

If You believe that Goods have a defect then You should not make any further use of them before returning them to Us. Nothing in these Terms shall affect Your statutory rights. These are Your rights granted by law and which cannot be changed by Us.

We will aim to process Your refund or replace the Goods as soon as possible, but will do so within 30 (thirty) days of You returning the Goods to Us. If You have paid using a credit or debit card and You choose to return Goods to the Matyr official Ltd address. any refund or replacement due may be made at that time, except any delivery charge refunds which will be processed separately.

Whenever You return Goods to Us, either because You believe they are faulty or because You change Your mind, We ask that Goods are returned to Us by recorded delivery or courier so that You have proof of posting. We will not be responsible for Goods that are lost or damaged in the post.

9.Liability

NOTHING IN THE CONTRACT OR ELSEWHERE WILL EXCLUDE OR LIMIT OUR LIABILITY FOR DEATH OR PERSONAL INJURY CAUSED BY OUR NEGLIGENCE OR ANY LIABILITY FOR FRAUDULENT MISREPRESENTATION OR FRAUD OR LIABILITY THAT WE ARE RESPONSIBLE FOR IN RELATION TO CONSUMER PROTECTION RIGHTS OR FOR ANY OTHER MATTERS, WHICH IT WOULD BE ILLEGAL FOR US TO EXCLUDE. YOUR STATUTORY RIGHTS ARE NOT AFFECTED.

We are not responsible to You for loss or damage of a kind that We could not reasonably have foreseen, which results from You misusing the Goods, or loss and/or damage as a result of wear or tear or otherwise from a Good which is damaged after it was delivered to You.

Many of the Goods that We offer for sale are fashion items and may not be suitable for sports or other activities. You should therefore satisfy yourself that items are suitable for the type of sports activity that You wish to use them for.

10.Delivery

We aim to deliver the Goods within the indicative timescales shown on Our Website. References to "working day" shall mean any day of the week, excluding weekends and Bank Holidays. However, time is not of the essence for delivery or performance and all delivery dates specified on our Website and in any correspondence are estimates only. This means that We will not be responsible if Goods are delivered outside those times and We will not be liable for the consequences of any delay. If We are unable to deliver the Goods within the indicated timescale, We shall use reasonable efforts to tell You this by e-mail and give You an amended delivery estimate.

If the Goods You have ordered are out of stock then We will let you know by e-mail.

If You Order more than one product, We do not guarantee that all Goods will be delivered to You in one delivery, and We reserve the right to deliver in multiple consignments.

Ownership of the Goods will only pass to You upon delivery of the Goods. The Goods will be at Your risk from the time of delivery and You should therefore take reasonable care of them.

If the Goods or quantity that You receive are not as You ordered due to Our error, then You should inform Us by phone or email using the contact details. - as soon as possible after You receive the Goods and become aware of the error. We will make good any error. We will also reimburse to You any delivery costs that You incur in sending the incorrect Goods back to Us.

However, we ask You to contact Us in advance to arrange Your return. Any Goods that You receive in error and intend to return should not be used by You.

Goods will be delivered to the address that You provide in the Order process, however delivery practices may vary depending on which carrier is delivering the Goods. You must provide a valid address for delivery. The delivery method that We use may vary depending on the nature and number of the Goods. We shall select what We think is the most appropriate delivery method for the Goods. For further information on deliveries please see Delivery Info.

We reserve the right to make alternative arrangements for delivery, which will depend upon the carrier We use to deliver the Goods. This may include leaving the Goods with a neighbour or in a safe place in or around Your property.

If the Goods are not delivered on the date expected, you should notify us of such non-delivery within 30 days of such failure of delivery.

As a result of various international carrier restrictions, certain products We sell are not eligible for international delivery. This will either be detailed in the item product description, at the checkout stage when You add such items to Your basket or, in limited circumstances, We may have to cancel Your Order and issue You with a full refund.

11. Our Rights in the goods

All intellectual property rights in the Goods including all designs, trademarks, brand names, images and logos are and shall remain Our property, or those of Our licensors. At no time shall any rights, title or interest in the intellectual property rights pass to You.

12. General

We will not be in any way responsible to you for a failure to sell goods that you wish to buy; for a failure to comply with our obligations under the contract; or for costs or liabilities which you incur as a result of any circumstances beyond our reasonable control – including but not limited to any act of God, flood, fire, trade dispute, lack of third party materials and services, or terrorist acts.

The Contract between You and Us is binding. You may not transfer or assign Your rights or obligations to another person without Our express agreement. We may transfer or assign Our rights and obligations under the Contract, or appoint third parties to assist Us in performing Our obligations at any time, provided that this will not reduce Our obligations to You.

If any clause of this Contract is found in any way to be void by a Court or other competent authority, then all other clause of the Contract will continue to apply.

If either We or You do not at any time act on any rights that we have under this Contract, then it will not affect the rights of either of us to enforce any rights at a later stage. If either of us chooses not to rely on a right which we have, it will not affect any other rights that either of us has.

The Contract is subject to English law and both We and You agree that any dispute arising under or connected to it will be decided by the English courts.

We may amend these Terms at any time and without notice to You. Any change will take effect immediately after being posted on the Website and will be deemed to be accepted by any person who uses the Website. Where You have already placed an Order, the Contract will remain subject to the version of the Terms that were in place at the time when You placed Your Order, subject to any changes expressly agreed between You and Us.

Nothing in these Terms seeks to exclude or limit any rights available under applicable law which cannot be excluded or limited. This means that these Terms will not change any rights that the law grants to You, which that law does not allow Us to change or limit.

A person who is not party to the Contract shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of it, which means that only We and You have rights under it. This does not affect any right or remedy of any person that exists or is available otherwise than under that Act.

The Contract is the entire agreement and understanding between Us in respect of its subject matter and will supersede and replace any prior agreements, understandings or arrangements whether written or verbal. We each acknowledge that in entering into the Contract, neither of us has relied on any representation or promise given by the other or implied from anything said or

written other than as specifically set out in the Contract or on the Website. If You are uncertain as to Your rights under the Contract or You want any explanation about them, please write to or email Matyrofficial@gmail.com / at the address set out above.