

## Terms and Conditions

### A. Company Details

1. Nak Muay Fight Wear, Nak Muay Fighter Gear and nakmuayfw/nakmuayfw.com are part of the Nak Muay group.
2. We are registered with the Companies Registration Office.
3. Our VAT registration number is 7034123R.

### B. Definitions

1. "We", "us", "our", "company" and similar terms refer to Nak Muay Fight Wear.
2. "You", "your", "customer" and similar terms refer to the customer who is purchasing Goods from Nak Muay Fight Wear.
3. "Goods", "products" and "items" refers to any products currently or previously offered for sale on the Nak Muay Fight Wear website.
4. "Order", "ordered" and similar terms refer to the process by the customer of selecting goods and making the necessary payment to Nak Muay Fight Wear.
5. "Website" refers to the Nak Muay Fight Wear website at [www.nakmuayfw.com](http://www.nakmuayfw.com).

### C. Title

1. Our agreement to supply the goods to you is made on the date we dispatch the goods to the address you supplied when you ordered the goods.
2. Title in the Goods shall pass to you on the date we dispatch the Goods to the address given when you ordered the Goods.

### D. Product Photos and Colours

1. Product photos are taken internally by photographers or provided by the manufacturers.
2. Because colour representation in photography, printing, scanning and computer monitors can vary, the colours should be used for guidance only.
3. Some product styles may have been changed slightly since the photos were taken, or may vary slightly between different colours/finishes of the product. The photos should therefore be used as a general indication of the style and fit only.
4. If you wish to clarify any product details before ordering please contact us.

### E. Prices

1. All prices on this website are quoted in Euros. Prices include VAT where applicable but exclude postage and packaging.
2. The prices and promotions offered on the website may differ from those prices and promotions offered at the same time in our stores.
3. We are under no obligation to honour any in-store price or promotion in the event that they differ from those on the website. Similarly, our stores are under no obligation to honour any website price or promotion.
4. Prices that are reduced for sales and promotions are only valid for the period specified in the promotion. If no period is specified we may alter or end the promotion and price reductions at any time.
5. All "was" prices have been charged for a continuous period of 28 days in the last six months either on one of our websites or in one of our stores. "Was up to" prices refer to the highest priced size and colour combination. "From" refers to the lowest priced size and colour combination.

6. We reserve the right to adjust prices, offers, products and product specifications on the website at any time before (but not after) we accept your order.

7. We may issue promotional offer codes entitling the user to a discount off the total order value. The offer code must be entered during checkout when ordering online or quoted before making payment when ordering by telephone. It cannot be applied at a later time after payment is complete. Only one offer code may be used for each order.

#### **F. Credit, Debit Cards & PayPal**

1. All credit, debit card & PayPal payments are taken at the time you place your order.
2. If either you or we cancel part or all of the order the relevant amount will be refunded onto your card. Refunds will be processed within 28 days.
3. We accept Visa, MasterCard, Maestro, Visa Debit, Visa Electron, Delta, JCB and Solo.
4. All online credit and debit card payments are processed by leading online card processing gateways, PayPal, Stripe or Sage Pay depending on checkout option, who are approved by all leading card issuers.
5. All telephone credit and debit card payments are processed manually in our offices through our card processing terminal.
6. The transaction will appear as a payment to "[www.nakmuayfw.com](http://www.nakmuayfw.com)", "Nak Muay Fighter Gear", "Jai Sua" or "Nak Muay Fight Wear" on your card statement.

#### **G. Delivery Destinations and Costs**

1. Republic of Ireland and Northern Ireland standard delivery is €5.
2. Rest of the world is €8.50.

#### **H. Delivery Times**

1. Republic of Ireland Standard delivery on items available to order is 10 to 20 working days.
2. Delivery on items available to order elsewhere in the world is 15 to 25 working days.
3. Delivery on items available on pre order increases shipping time by 10-20 working days.
4. Customisation of orders increases shipping times by 5-10 working days.
3. Covid-19 has further slowed shipping times, so additional delays can be expected until international transit times are reduced to pre-Covid levels.
4. "Working days" are Monday to Friday, excluding public holidays.
5. You may receive your goods in several packages which arrive on different days. We often send goods that are in stock straight away and send any outstanding goods as soon as we receive them from our suppliers.
6. If we are unable to deliver your order within the above periods we will contact you as soon as we are aware of the problem.

#### **I. Delivery Methods**

1. Orders are sent by DPD, An Post and DHL.
2. Some deliveries may require a signature on receipt.

#### **L. Delivery Address**

1. You can specify any address in the Republic of Ireland or the European Union, for example your home, your neighbour's, your workplace.

2. We may need to carry out additional security checks if the delivery address is different to that cardholder address, which may delay your order. To help us with these checks please include the name of the householder at the delivery address rather than your name.

3. It is your responsibility to ensure the delivery address is correct and complete. We cannot accept responsibility for any loss or delay if the address you entered is incorrect or incomplete.

#### **M. Out of Stock**

1. Due to the range of items, some may be temporarily out of stock or only available on back order.

2. We will contact you should we expect a lengthy delay in your item being shipped. We can then examine options such as alternative items or refunds.

#### **N. Receipts**

1. You will receive an electronic receipt by email, which included your order number. In case of any queries, you will need to quote your order number and name to one of our customer service representatives.

2. If you pay online by credit or debit card you will receive a payment confirmation email from our payment gateway, PayPal.

3. You will receive an email confirmation when your goods are dispatched which will contain the items dispatched, the carrier name and their tracking reference if available.

4. If you require a further copy of your invoice please contact us to request it. All requested duplicate invoices are sent by post to the cardholder address.

#### **P. Returns**

1. This return procedure and policy is relevant to all on-line and mail order transactions and purchases.

2. If you change your mind and decide the purchased item is unsuitable, please return within 14 days of receiving your order.

3. Your parcel is your responsibility until it reaches us, so we recommend using a registered or recorded postal service.

4. The manufacturer's size tolerance on is +/- 1" on waist and leg length of shorts and other items. So for example a pair of 30/32 jeans should measure between 29" and 31" waist and between 31" and 32" inside leg. Returns will only be accepted as not measuring correctly if they are outside this tolerance.

5. Products which have been tailored, customised or specially ordered to your requirements can only be returned if faulty or incorrectly supplied. They cannot be returned if you change your mind or order incorrectly.

6. Please ensure all items are returned to us in their original condition, Nak Muay Fight Wear reserves the rights to refuse a refund or exchange if the goods returned are deemed damaged or tampered with.

#### **What items are non-refundable?**

Items which have been worn, washed or containing odours

Hygienic items such as mouth guards, groin protectors and undergarments

Custom made items

Heavy bags, freestanding bags and bag stands

Please note that returning goods for the purpose of exchange or refund is at your own expense, however if you are returning the product because of an error on our part or a manufacturing fault, Nak

Muay Fight Wear will be happy to refund all costs associated in returning the item back to us, as well as your original postage costs.

Nak Muay Fight Wear will send email confirmation upon receipt of any product returns.

Refunds will be processed within 28 days.

#### **Q. Exchanges**

1.If you wish to exchange your purchase for a different size, colour or style, please contact us with details via [nakmuayfw@gmail.com](mailto:nakmuayfw@gmail.com) or the email form on the contacts form of our website and return the item.

2.For these exchanges we do not refund your return postage cost. We will also charge our standard postage and packing cost of €5 to your credit/debit card to cover the cost of sending the replacement goods to you. If the price of the replacement goods is different we will charge or refund the difference to your card as appropriate. Refunds will be processed within 28 days.

3.If you have paid by cheque or postal order we will contact you if any further payment is due.

#### **R. Cancellations and Alterations**

1.If you wish to cancel or change your order, please email us at [nakmuayfw@gmail.com](mailto:nakmuayfw@gmail.com).

2.We advise you to email us immediately.

3.Please have your order number included in your email.

4.If you contact us before your order has been processed, we will be happy to alter or cancel it.

5.If we have already sent your order, you will need to return it to us as soon as you receive it. We will refund your payment when we receive the returned or refused package. Refunds will be processed within 28 days.

#### **S. Complaints Procedure**

1.We are confident that you will be happy with our service. If for any reason you are not, please email [nakmuayfw@gmail.com](mailto:nakmuayfw@gmail.com).

2.When you email us, please include a daytime telephone number if possible.

3.We will deal with your complaint efficiently, and will contact you within five working days to resolve the problem.

#### **T. Errors**

1.We take great care to ensure the information and prices on this website are accurate and current. However, no matter how carefully we check it, errors do occasionally slip through. Any errors discovered will be corrected as soon as we become aware of them.

2.If you notice any errors or inconsistencies please let us know.

3.In the unlikely event that a website error affects your order, we will contact you before we process your order to discuss the matter. If you discover any errors after we have processed your order, you are of course welcome to cancel your order and return the goods.

#### **U. Privacy Policy**

1.We share relevant information only with those parties entrusted with the processing of your account and the fulfillment of your order. We have established procedures to protect your privacy – and we uphold them vigorously.

2.Credit and debit card transactions are subject to routine searches from time to time. We undertake these searches in association with licensed credit agencies to detect and prevent fraud. Credit and debit card transactions are processed by PayPal whose privacy policy is available on the PayPal website.

3.From time to time we may pass information to outside research companies whom we ask to contact you directly for your opinions on our products and services. We provide them with only

the information they need to perform their function, and any communication will clearly show our company name.

4. From time to time we may pass names and addresses only to a mailing company for posting our catalogues bearing our company name on our behalf. This company will never use the information to post material that was not provided by us.

5. We only obtain information from you when you enter it on the ordering page, and we only request the information that is required to efficiently process your order. The entries marked with a \* are required to allow us to process your order, other items are optional but are useful in the event that we need to contact you about your order.

6. The only other item of information that is collected automatically is the IP address used for your current Internet connection session (this is for security and fraud prevention purposes).

## V. Cookies

1. A cookie is a very small piece of information in the form of a text file placed on your computer hard drive by lots of the websites that you visit. Cookies allow us to help you get the best out of your visit to the website and improve your user experience, for instance by remembering that you have visited before. They can also be used to make sure that any advertising you see is relevant to you.

2. Our cookies are used to store basic information, like your user identification. They do not store password or credit card information.

**3. Strictly Necessary cookies** – Cookies are set to help support the structure of the pages that are displayed to you. These help the website to remember the products you have added to your shopping basket, your progress through checkout and whether or not you are logged in. This type of cookie only lasts for the duration of the time you are visiting the website and for a short time afterwards in case you decide to return. After you leave the website they are deleted automatically.

**4. Performance cookies** – Cookies are used to provide aggregated statistics on visitors to our websites and their browsing behaviour. This enables us to order the site to make customers' journeys easier, and if necessary make improvements. The data is aggregated and anonymised, which means we cannot identify you as an individual. We use Google Analytics to carry out analytical functions on our site. You can view their privacy policy here <http://www.google.com/analytics/learn/privacy.html>.

**5. Functionality cookies** – We use cookies to make accessing the website more convenient, so you don't need to remember your username/email address. This information will allow us to welcome you by name, and over time to personalise our website content to reflect your preferences. For security reasons, you will still need to enter your password. Our cookie will remain on your hard drive until you choose to clear it.

**6. Targeting cookies** – Nak Muay Fight Wear may set cookies on your computer and allow carefully selected third parties to do the same while you are browsing our site. These will collect information about your browsing habits and allow us to show you adverts while you are browsing our site and other sites on the internet. The expiration of these cookies varies.

7. Cookies are used to help us understand the performance of our marketing activity and improve the relevance of the adverts that you see. We use these cookies to display products and services that we think will interest you, both on our website and on other websites across the internet

## W. Ordering Online and Security

1. We use industry-standard Secure Sockets Layer (SSL) technology to encrypt all your personal information. All credit and debit card payments are processed by a leading online card processing gateways, PayPal, Stripe and Sage Pay, who are approved by all leading card issuers and are compliant with the latest PCI-DSS card processing regulations.

2. We do not store or process any credit or debit card details through any of our computer systems or internet servers. For online payments the card details are processed and held by PayPal, Stripe or Sage Pay and are not available to us.

## **X. Legal**

1. Copyright in some product images is owned by our suppliers or their agents.

2. Products sold by Nak Muay Fight Wear may be subject to copyright, trademark, or other intellectual property rights in favour of third parties. Nak Muay Fight Wear acknowledges those rights.

3. The content of this website will be updated from time to time and changes will be made to the range of products available for purchase. Please note that your purchase of any product will be subject to availability of stock.

4. We will update and amend our Terms and Conditions (and other customer information documentation) periodically. The latest version will always be available on this page. For orders and returns the Terms and Conditions at the time of ordering apply. For privacy, cookies and other matters the current Terms and Conditions apply.

5. In the event of any discrepancy between these Terms and Conditions and other information on this website, these Terms and Conditions are deemed to be correct.

6. The laws of the Republic of Ireland will govern your use of this site.

7. If any provision of this document is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of this document and the remainder of the provision in question shall not be affected thereby.

8. In all cases our maximum liability to you is the full purchase price you paid for the goods.

## **Y. Nothing in this document affects your statutory rights as a consumer.**