

GENERAL CONDITIONS

1. Information about us

This site is operated by and the goods you purchase will be supplied by, MYSPORTTALENT ("we"). We are registered in the Chamber of Commerce under company number 82115911 with our registered office at De Olijflijster 19, Almelo, Netherlands. This is our main trading address.

Our VAT number is NL003103307B05

You can contact us by email at rik@mysporttalent.nl, or write to us at our registered address given above.

2. Your personal information

We will use your personal information in accordance with European & dutch privacy laws.

3. Ordering

You may place an order to purchase goods advertised for sale on this site by clicking on the item you wish to purchase and following the onscreen prompts. You will have an opportunity to check and correct any input errors in your order up until the point at which you place your order by clicking the "Order with obligation to pay" button on the checkout page. If you submit an order for goods via this site by clicking the "Order with obligation to pay" button, you are to buy the goods.

We will acknowledge receipt of your order by sending you an automatically generated acceptance email. With this email, the contract will be concluded.

The contract will relate only to the specific goods referred to in our e-mail confirming our acceptance of your order. You should read and check the details in this email to ensure that they are correct. If the details in the email confirming your order are not correct, or if you are not satisfied with the details in the email, please contact us at rik@mysporttalent.nl

The contractual language is English.

Where we accept your order, we have a legal duty to supply goods that are in conformity with these Terms and Conditions.

4. Price and delivery costs

Pricing information displayed on this site is subject to change without notice. However, prices on the site at the time of any order placed will be the prices applicable to that order.

Occasionally an error may occur and goods may be incorrectly priced. In these circumstances we will not be obliged to supply the goods at the incorrect price or at all. We will (at our discretion) either cancel your order and refund the price you have paid or use reasonable endeavours to contact you to ask you whether you wish to continue with the order at the correct price. If we are unable to contact you or you do not wish to continue with the order at the correct price, we will cancel your order and refund the price you have paid. However, where the correct price of the goods is less than our stated price, we may (at our discretion) continue with your order and charge the lower amount on dispatch.

Unless stated otherwise, all prices include VAT (where applicable) but exclude delivery costs. Delivery costs can be found under "Shipping and delivery".

This will be notified to you separately before you submit your order and will be confirmed to you by email.

5. Availability and delivery

Information displayed on this site relating to product availability is subject to change without notice. We cannot guarantee permanent or continuous availability of all products on this site. All orders are always subject to availability. We deliver worldwide unless delivery is impossible to a certain area. We will deliver your goods to the address you give us for delivery at the time you make your order on this site.

Delivery will be made according to the information on the product pages after your order is accepted.

We will reasonably endeavour to deliver the goods on any specified date we agree, or if no date is specified, within 30 days of the day on which we accept your order. In the case of unforeseen circumstances beyond our reasonable control (for example, adverse weather conditions, unpredictable delays caused by traffic congestion, road works, diversions, or mechanical breakdowns), we may not be able to deliver the goods within these timescales and we will not be liable for any delay or failure to deliver the goods if the delay or failure is wholly or partly caused by such circumstances. In the event that a delivery does not take place, we will agree an alternative delivery date with you.

We are also not responsible for any delay caused by you being unavailable to take delivery. It is your responsibility to contact the post office or courier company as applicable to arrange the collection or redelivery of products.

6. Payment

Payment for goods must be made in accordance with the procedure explained on the information page "Shipping and payment".

7. Right to cancel

You have the right to cancel this contract within 14 days without giving a reason. The cancellation period will expire 14 days from the day on which you acquire, or a third party other than the carrier indicated by you acquires, physical possession of the last good.

To exercise the right to cancel, you must inform us (MYSPORTTALENT.NL, De Olijflijster 19 7609 MK, Netherlands or rik@mysporttalent.nl phone number: +31546601951) , of your decision to cancel this contract by a clear statement (e.g. a letter sent by post, fax or email). You may use the attached model cancellation form, but it is not obligatory. To meet the cancellation deadline, it is sufficient to send your communication concerning your right to cancel before the cancellation period has expired.

Effects of cancellation

If you cancel this contract, we will reimburse to you all payments received from you, including the cost of delivery (except for the supplementary costs arising if you chose a type of delivery other than the least expensive standard delivery offered by us). We may make a deduction from the reimbursement for loss in value of any goods supplied if the loss is the result of unnecessary handling by you. We will make the reimbursement without undue delay, and no later than -

- (a) 14 days after the day we receive from you any goods supplied, or
- (b) (if earlier) 14 days after the day you provide evidence that you have returned the goods, or
- (c) if there were no goods supplied, 14 days after the day on which we were informed about your decision to cancel this contract.

We will make the reimbursement using the same means of payment as you used for the initial transaction unless you have expressly agreed otherwise. In any event, you will not incur any fees as a result of the reimbursement.

You must bear the direct costs for returning the goods yourself. We will send you return instructions after you have notified us that you want to return the goods.

We may withhold reimbursement until we have received the returned goods or you have supplied evidence of having sent the goods, whichever is earliest.

You shall return the goods without undue delay. In any event this must be no later than 14 days from the day on which you communicate your cancellation of this contract to us. The deadline is met if you return the goods before the 14-day period has expired.

You are only liable for any diminished value of the goods resulting from handling, other than what is necessary to establish the nature, characteristics and functioning of the goods.

The right to cancel does not apply to the following kind of contracts:

- Contracts for the supply of goods that are made to the consumer's specifications or are clearly personalised.
- Contracts for the supply of goods which are liable to deteriorate or expire rapidly.
- Contracts for the supply of sealed goods which are not suitable for return due to health protection or hygiene reasons and were unsealed after delivery.
- Contracts for the supply of goods which are, after delivery, according to their nature, inseparably mixed with other items.
- Contracts for the supply of sealed audio or video recordings or sealed computer software which were unsealed after delivery.
- Contracts for the supply of a newspaper, periodical or magazine with the exception of subscription contracts for the supply of such publications.

8. Cancellation by us

We reserve the right to cancel the contract between us if, for example:

- We have insufficient stock to deliver the goods you have ordered;
- We do not deliver to your area; or
- One or more of the goods you ordered was listed at an incorrect price.

If we do cancel your contract, we will notify you by email and will re-credit to your account any sum deducted by us from your credit or debit card as soon as possible.

9. Title and risk

You will become the owner of the goods you have ordered when they have been delivered to you and we have received clear funds in full payment. Once goods have been delivered to you, or a person nominated by you, they will be held at your own risk and you will be responsible for them.

10. Liability

To the extent not prohibited by law, we accept no liability for any:

- Loss which is not foreseeable (loss is foreseeable if it was an obvious consequence of our breach or if it was contemplated by you and us at the time we entered into our contract);
- Loss which arises when we are not at fault or in breach of these Terms and Conditions; and
- Business loss (which includes loss of profits, loss of business, contracts, goodwill, business opportunity and other similar losses, as well as business interruption). Nothing in these terms will affect any liability we may have: (a) for fraudulent misrepresentation; (b) for death or personal injury arising from our negligence; (c) under Part I of the Consumer Protection Act 1987; (d) for breach of any condition as to title or quiet enjoyment of or in relation to any goods supplied by us; or (e) in relation to any other liability, including any liabilities under the sale of goods or supply of services legislation that may not by applicable law be excluded or limited.

11. Events beyond our control

We will have no liability to you for any delay in delivering goods you have ordered that is caused by any event or circumstance beyond our reasonable control (including, without limitation, accidents, extreme weather conditions, fires, explosions, floods, storms, earthquakes, natural disasters, failure of telecommunications networks, inability to use transport networks, acts of God, terrorist attacks, wars, civil commotions, riots, strikes, lockouts and other industrial disputes, acts or restraints of government, and imposition of restrictions on imports or exports).

12. General

If any provision of these Terms and Conditions is found to be invalid, illegal or unenforceable, the validity, legality or enforceability of any other part of these Terms and Conditions and the remainder of the provision in question will not be affected.

No person other than you and us shall have any rights to enforce our agreement, whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

If we fail to insist that you perform any of your obligations under our agreement, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you or that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.

You may not assign or transfer your rights or obligations under our agreement unless we agree in writing.

We may update, vary and amend these Terms and Conditions from time to time without prior notice. Each time you order or otherwise purchase any goods from us, the Terms and Conditions in force at that time will apply (as set out on this site). Please check this site to ensure that you understand which Terms and Conditions apply.

13. Law and jurisdiction

These terms are governed by Dutch law. Any contract for the purchase of goods from this site and any dispute or claim arising out of or in connection with any such contract will be governed by Dutch law.