



COMMENTARY CHARTS TERMS & CONDITIONS

1. INTRODUCTION

- 1.1. We are Commentary Charts Limited (“**We**” or “**Commentary Charts**”) a company established in England and Wales. Our address is Commentary Charts Limited, PO Box 3212, Reading, RG1 9JW.
- 1.2. You can contact us by writing to us at commentarycharts@yahoo.com or Commentary Charts Limited, PO Box 3212, Reading, RG1 9JW.
- 1.3. If we have to contact you, we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order.
- 1.4. "Writing" includes emails. When we use the words "writing" or "written" in these terms, this includes emails.
- 1.5. Your use of the Site and any of its features is also subject to these Terms and Conditions, our Privacy Policy [\[see download link on our website\]](#), the Returns Policy [\[see link on our website\]](#), and any other agreements applicable to you at www.commentarycharts.com. These are collectively known as the “**Terms**”.
- 1.6. We may update these Terms (and the documents referred to in them) from time to time and will notify such changes to you by uploading details of them on the Site. You should review the Terms periodically for changes. By using the Site or purchasing a product you agree to be bound by these Terms. If you do not agree to these Terms, do not use the website or any of our associated services.
- 1.7. The provisions set out in these Terms detail how you may make use of the website (the “**Site**”) whether as a website user or customer, please read them carefully.

2. OUR PRODUCTS:

- 2.1. In these Terms, “products” include high-quality prints, in a variety of sizes, of commentary charts created by Clive Tyldesley and includes any letter of authenticity supplied with the products.
- 2.2. The description and specification of products on the Site is approximate only and we reserve the right to make changes that do not materially affect the quality or performance of those products.

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- 2.3. We may correct any error appearing on the Site or withdraw any product from sale without incurring liability. Price and availability is also subject to change without notice.
- 2.4. The colours depicted in images, prints or photographs, on this website may not be accurate, due to the nature of both computer operating system colour palettes and computer monitor displays.

3. OUR AGREEMENT WITH YOU

- 3.1. Each order you place shall be deemed to be an offer by you to purchase the products and/or services specified within it subject to the Terms and the applicable details on the product page.
- 3.2. No order shall be deemed to be accepted by us until we issue an email acknowledgement of order. The contract between you and us will relate only to those goods and/or services notified in the email acknowledgement of order.
- 3.3. Subject to the restrictions in clause 12, you own the product when we have received payment in full.
- 3.4. The product will be your responsibility from the time it is delivered to the address you gave us.

4. INFORMATION

It is your responsibility to ensure that all information (including your name and address) you upload to the Site, is correct and accurate. Ensure that you check all information before making a purchase.

5. PAYMENT METHODS

Purchases for products and/or services you make with Commentary Charts may only be paid for using the payment methods we make available from time to time through our payment facility. All prices shall be shown in the applicable currency and payable in that currency. You accept that some banks may charge you an additional fee for certain transactions (for example, international transactions). You accept that item prices in the currencies displayed do not vary according to your location; delivery charges will vary depending on the destination to choose to have the item delivered.





6. REFUSAL OF TRANSACTION

We may refuse to process a transaction for any reason or refuse service to anyone at any time at our sole discretion. We will not be liable to you or any third party by reason of so refusing or by reason of unwinding or suspending any transaction after processing has begun.

7. DELIVERY ARRANGEMENTS

Your shopping basket on the Site displays the product(s) you have chosen, along with details of postage and packing. The delivery costs vary according to the delivery methods are offered. Any delivery times quoted are in working days.

8. IMPORT REGULATIONS AND DUTY

If you order products from our Site for delivery outside the UK, they may be subject to import duties and taxes which are levied when the delivery reaches the specified destination. You will be responsible for payment of any such import duties and taxes.. Please note that we have no control over these charges and cannot predict their amount. Please contact your local customs office for further information before placing your order. We reserve the right to refuse any order for delivery outside the UK.

9. IF THERE IS A PROBLEM WITH THE PRODUCT

- 9.1. If you have any questions about the products as shown on our website or if you have any complaints about products you have purchased please contact us. You can write to us at commentarycharts@yahoo.com and Commentary Charts, PO Box 3212, Reading, RG1 9JW.
- 9.2. We are under a legal duty to supply products that are in conformity with this contract. Nothing in these Terms will affect your legal rights.
- 9.3. If you are a consumer within the meaning of the Consumer Rights Act 2015 then this clause applies to you. The Consumer Rights Act 2015 says goods must be as described, fit for purpose and of satisfactory quality. During the expected lifespan of your product your legal rights entitle you to the following:
 - 9.3.1. Up to 30 days: if your goods are faulty, then you can get an immediate refund.
 - 9.3.2. Up to six months: if your goods can't be repaired or replaced, then you're entitled to a full refund, in most cases.
 - 9.3.3. Up to six years: if your goods do not last a reasonable length of time you may

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be entitled to some money back.

10. RIGHT TO CANCEL

If you are a consumer then for most products bought online you have a legal right to change your mind within 14 days and receive a refund. Please refer to our Returns and Refunds Policy for details about how to exercise your right to cancel your order [[LINK TO POLICY](#)].

11. RETURNS

If you wish to exercise your legal rights to reject products please see our Returns and Refunds Policy [[LINK TO POLICY](#)] if you wish to discuss or organise a return, replacement or refund of an item purchased through the Site.

12. HOW WE MAY USE YOUR PERSONAL INFORMATION

We will only use your personal information as set out in our Privacy Policy [[LINK TO PRIVACY POLICY](#)].

13. INTELLECTUAL PROPERTY RIGHTS

13.1. In this clause 13, "intellectual property rights" include patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), moral rights and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

We warrant that Commentary Charts has the appropriate intellectual property rights to display and sell the products and other than the licence set out in below, all intellectual property rights owned or licensed by Commentary Charts are reserved. We confirm that, by purchasing a product on the Site, we grant to you a personal non-transferrable (including by sub-licence) non-exclusive and revocable license to use any intellectual property rights in the products for personal and non-commercial display and use only.

13.2. The license in clause 13.2 does not permit you to:

13.2.1. copy, duplicate, replicate, reproduce, publish or re-publish, modify or distribute, whether in physical, print or digital form, any part of the images or products in any manner, whatsoever other than strictly necessary

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for your personal use. Personal use shall without limitation, exclude any still or moving images of the products other than as background or incidental;

- 13.2.2. use any of the products for commercial purposes including without limitation to sell or distribute the products for sale as part of a commercial endeavour;
 - 13.2.3. other than as licenced herein, use any attributes of Mr Clive Tyldesley including without limitation the name, image, likeness, slogan, logo, signature, handwriting or any other characterisation whether visual or audio of Mr Tyldesley; or
 - 13.2.4. use the products in a way that suggests that Mr Clive Tyldesley or Commentary Charts endorses any product, service or personnel associated with any particular individual person, sporting club, organisation or other entity.
- 13.3. You agree that you shall not:
- 13.3.1. display the products in a public space or in a place of business or at a sporting club premises without the prior written consent of Commentary Charts;
 - 13.3.2. assert or publish that you or any other party has a personal or business association, affiliation or relationship with Mr Clive Tyldesley by virtue of purchasing the product(s); and
 - 13.3.3. use the products in such a way that is likely to or results in, any adverse effect on the reputation of Mr Clive Tyldesley or Commentary Charts or bring Commentary Charts or Mr Clive Tyldesley into disrepute.
- 13.4. If you wish to reproduce any content for any other purposes including print, press, online use or broadcasting, then please direct your requests to commentarycharts@yahoo.com or Commentary Charts Limited, PO Box 3212, Reading, RG1 9JW.
- 13.5. We respect the intellectual property rights of others. If you are aware that any of your intellectual property rights have been infringed on the Site, please email us at commentarycharts@yahoo.com or write to us at Commentary Charts Limited, PO Box 3212, Reading, RG1 9JW.

14. ASSIGNMENT AND TRANSFER.

We may at any time assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with all or any of our rights or obligations under these Terms.

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15. OUR RESPONSIBILITY TO LOSS OR DAMAGE SUFFERED BY YOU

- 15.1. We are responsible to you for foreseeable loss and damage caused by us. If we fail to comply with these Terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen.
- 15.2. We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the products, including the right to receive products which are: as described and match information we provided to you and any sample or model seen or examined by you; of satisfactory quality; fit for any particular purpose made known to us; supplied with reasonable skill and care; and for defective products under the Consumer Protection Act 1987.

16. FORCE MAJEURE

Where we are prevented from or delayed in carrying out obligations under these Terms due to circumstances beyond our reasonable control including, without limitation, acts of God, governmental actions, war or national emergency, riot, civil commotion, fire, explosion, flood, inclement weather, epidemic, pandemic, lock-outs, strikes or other labour disputes or restraints or delays affecting carriers or an inability or delay in obtaining supplies of adequate or suitable materials then either our performance of its obligations shall be postponed for the period of time that the circumstances continue.

17. ENTIRE AGREEMENT

- 17.1. These Terms constitute the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 17.2. Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this agreement.



18. WAIVER

No failure or delay by a party to exercise any right or remedy provided under these Terms or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

19. SEVERANCE

If any provision or part-provision of these Terms is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this agreement. If any provision of the Terms is deemed deleted under this clause 18 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

20. LAW AND JURISDICTION

These terms are governed by English law and you can bring legal proceedings in respect of the App in the English courts.

