

## MATIS INSTITUTE FOURWAYS

### TERMS OF SERVICE

#### OVERVIEW

This website is operated by Matis Institute Fourways. Throughout the site, the terms “we”, “us” and “our” refer to Matis Institute Fourways.

[www.matisfourways.co.za](http://www.matisfourways.co.za) is separated into 2 companies (Eternal Spas located at 39 Kingfisher Drive offering beauty, skincare & spa services & treatment vouchers & Thirty One Retail also located at 39 Kingfisher Drive & is the retailer for in spa retail products & the online store)

Eternal Spas & Thirty-One Retail t/a Matis Institute Fourways is a South African Company

By visiting our site and/ or purchasing something from us, you engage in our “Service” and agree to be bound by the following terms and conditions (“Terms of Service”, “Terms”), including those additional terms and conditions and policies referenced herein and/or available by hyperlink. These Terms of Service apply to all users of the site, including without limitation users who are browsers, vendors, customers, merchants, and/ or contributors of content.

Please read these Terms of Service carefully before accessing or using our website. By accessing or using any part of the site, you agree to be bound by these Terms of Service. If you do not agree to all the terms and conditions of this agreement, then you may not access the website or use any services. If these Terms of Service are considered an offer, acceptance is expressly limited to these Terms of Service.

Any new features or tools which are added to the current store shall also be subject to the Terms of Service. You can review the most current version of the Terms of Service at any time on this page. We reserve the right to update, change or replace any part of these Terms of Service by posting updates and/or changes to our website. It is your responsibility to check this page periodically for changes. Your continued use of or access to the website following the posting of any changes constitutes acceptance of those changes.

Our store is hosted on WooCommerce & spa site by ITT Connect. They provide us with the online e-commerce platform that allows us to sell our products and services to you.

#### SECTION 1 - ONLINE STORE TERMS OF SALE THIRTY-ONE RETAIL T/A MATIS INSTITUTE FOURWAYS

- Product orders paid via EFT will only be sent **once funds reflect** in the Thirty-One Retail t/a Matis Institute Fourways account
- Deliveries may take **5-7 working days** depending on quantity & availability of products.
- **Working days are Tuesday- Friday** as the spa is closed on Mondays & couriers don't deliver on weekends.
- Should items be out of stock in SA, your account will be credited, or you may order a different item; you will need to pay in the difference for products of greater value.
- Items may be delayed from France, out of stock items will not be refunded. Shoppers may choose to either keep the funds in their account for when item is in stock or order a replacement product.
- No returns or refunds on incorrectly purchased or opened items (including all outer packaging).
- Unopened items, if received back in all original packaging with no damage whatsoever, may be credited for a different item/items, less shipping & handling fees within 2 weeks of receipt of goods.

- Therapists are available for guidance to assist with product recommendations; however, all purchases are at the sole discretion of the purchaser.
- Double card transactions or incorrect payments will be credited to your account for future purchases, less transaction & additional courier costs.

## RETURNS & REFUND POLICY

- Thirty-One Retail t/a Matis Institute Fourways accept returns on any unused and unopened items within 7 days of receipt.
- We do not accept returns on any opened or used merchandise.
- Please contact us should you require information before placing orders in the event of a product out of stock or a product that may be better suited.
- Sales are final
- Any samples &/or GWP (Gift with purchase) received must be sent back unused and unopened with your returning items for a full refund or exchange to be processed.
- You must contact us for any items that need to be returned.
- Returns that are not authorized may experience delays in processing.
- Returns that are received with proper authorization will be refunded within 7-10 business days of receipt.
- **Returns are replaced with a different product or held as credit in your Matis account.**
- Should a refund be applicable in special circumstances, the refund will be processed within 10 working days of receipt of all goods in immaculate condition less courier costs & any applicable handling fees. (Fees include handling, admin & card processing fees by 3<sup>rd</sup> parties)
- The refund will be processed to the same credit card, or bank account that was used to pay for the order.
- Unfortunately, we do not refund any product gift vouchers.
- **We do not accept returns under any circumstances for bottles that are faulty, pumps not working, Tubes that have burst or damaged boxes.**
- Please note that shipping charges are non-refundable and that for all items return shipping charges are the responsibility of the customer. The courier fees are paid to a separate party.
- **Products damages in transit**  
We take care to ensure all parcels are packaged securely to arrive in excellent condition. Any claims for items damaged in transit must be submitted to us within 7 business days after receipt of your delivery. To ensure a prompt resolution to your situation, please return the box, packing materials, samples, and the damaged items to Matis Fourways. Pictures of the package when opened on the day to be sent to us via email or WhatsApp on 0740642072 on the day the parcel is opened. Any replacements will be processed following inspection of the product.
- **Allergic Reactions**  
Matis has removed all known allergens including wheat, gluten, soya etc. from all products. The active ingredients are also listed with each product on the site; please ensure that you read through these carefully & enquire should you feel unsure about any items.  
It is always important to use products as directed on the label, but in the extreme case your skin becomes irritated or shows signs of an allergic reaction, stop using the product immediately and contact us to speak to one of our experts (no later than 7 working days from purchase date). If our skin therapist identifies that the product purchased caused a skin reaction, we will refund or replace the product. We would require a letter from your doctor stating that it is indeed the product that caused the reaction, and not another outside influence such as foods or liquids consumed to process a refund or replacement.

- **Incorrectly Ordered Items**

Please ensure that you order the correct items, our chat service, telephone, or WhatsApp support is available during office hours to assist. If you have incorrectly ordered an item, please call us to let us know. The product will need to be returned and received by us in pristine condition, unopened, unused and the packaging not damaged in anyway.

Shipping charges for the goods returned to us and replacement products sent out are the responsibility of the customer.

Products incorrectly ordered using a product gift voucher will be credited to the customer's account, shipping & handling fees will be deducted from the gift voucher.

**Fees when cancelling orders:**

- Orders are only picked, checked & packed once payment has been received.
- Stock is sometimes ordered in & paid for to fulfil orders, should orders be cancelled once stock is ordered a 10% fee will be deducted
- Once package has been picked, checked & packed a 15% fee will be deducted.
- Once the courier has been booked a 20% fee will be deducted.
- All shipping costs are for the client's account irrespective of cause and reason.

## **SECTION 2 - GENERAL CONDITIONS**

- We reserve the right to refuse service to anyone for any reason at any time.
- You understand that your content (not including credit card information), may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices. Credit card information is always encrypted during transfer over networks.

## **SECTION 3 - ACCURACY, COMPLETENESS AND TIMELINESS OF INFORMATION**

- We are not responsible if information made available on this site is not 100% accurate, complete, or current. Updates to pricing on the Matis Fourways treatment menu may be delayed.
- This site may contain certain historical information. Historical information, necessarily, is not current and is provided for your reference only. We reserve the right to modify the contents of this site at any time, but we have no obligation to update any information on our site. You agree that it is your responsibility to monitor changes to our site.

## **SECTION 4 - MODIFICATIONS TO THE SERVICE AND PRICES**

- Prices for our products are subject to change without notice.
- We reserve the right at any time to modify or discontinue a service on the spa treatment menu or on the retail site (or any part or content thereof) without notice at any time.

## **SECTION 5 - PRODUCTS OR SERVICES**

- Certain products or services may be available exclusively online through the website.
- Some products or services may be available in-spa only.
- These products or services may have limited quantities and are subject to return or exchange only according to our Return Policy.
- We have made every effort to display as accurately as possible the colours and images of our products that appear at the store. We cannot guarantee that your computer monitor's display of any colour will be accurate.

- We reserve the right, but are not obligated, to limit the sales of our products or Services to any person, geographic region, or jurisdiction.
- We may exercise this right on a case-by-case basis.
- We reserve the right to limit the quantities of any products or services that we offer.
- All descriptions of products or product pricing are subject to change at any time without notice, at the sole discretion of us.
- We reserve the right to discontinue any product at any time. Any offer for any product or service made on this site is void where prohibited.

#### **SECTION 6 - ACCURACY OF BILLING AND ACCOUNT INFORMATION**

- The site calculates discounts according to promocodes where applicable.
- The site also automatically calculated the delivery fee according to area.
- These calculated amounts are deemed correct.
- Should a promocode, for any instance still be active on the site after the said expiration, the outstanding amount will be required to be paid in before the order can be fulfilled.

#### **SECTION 7 – IN STORE PRODUCT PURCHASES & RETURNS/EXCHANGES**

- No returns or refunds on opened products, packaging including outer packaging & cellophane, where applicable must be intact to consider an exchange.
- Products may only be returned with proof of purchase and in original packaging.
- Returns/ Exchanges are limited to 7 working days from date of purchase.
- Products are purchased are at the sole discretion of the purchaser.

#### **SECTION 8 – TREATMENT GIFT VOUCHERS**

- According to the CPA, Matis Fourways' vouchers are valid for 3 years from date of purchase.
- The value of the voucher is exchangeable for **services** in store & may not be refunded, redeemed for cash or used to purchase retail items.
- No cash or change will be given, any unused value will be credited to your account.
- Marketing and promotional vouchers have a validity of 3-6 months, these Terms and Conditions are stipulated with promotions.
- Should no stipulation on voucher validity of promotional vouchers, the deemed validity period is 3 months, the entire value of the voucher must be used within the validity period.
- Marketing and promotional vouchers may have additional Terms and Conditions
- No extensions will be granted for expired vouchers under any conditions.
- No gift vouchers may be used for monthly flash promotions.
- Gift vouchers may however be used for the monthly promotion.
- Services & retail are separate businesses & therefore treatment vouchers are strictly used for full priced services or set monthly promotions.

#### **SECTION 9 - ERRORS, INACCURACIES AND OMISSIONS**

- Occasionally there may be information on our site or in the Service that contains typographical errors, inaccuracies or omissions that may relate to product descriptions, pricing, promotions, offers, product shipping charges, transit times and availability. We reserve the right to correct any errors, inaccuracies, or omissions, and to change or update information or cancel orders if any information in the Service or on any related website is inaccurate at any time without prior notice (including after you have submitted your order).

- We undertake no obligation to update, amend or clarify information in the Service or on any related website, including without limitation, pricing information, except as required by law. No specified update or refresh date applied in the Service or on any related website, should be taken to indicate that all information in the Service or on any related website has been modified or updated.

#### **SECTION 10 - DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY**

- In no case shall Matis Institute Fourways, our directors, officers, employees, affiliates, agents, contractors, interns, suppliers, service providers or licensors be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation replacement costs, or any similar damages, Because some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, our liability shall be limited to the maximum extent permitted by law.

#### **SECTION 11 - INDEMNIFICATION**

- You agree to indemnify, defend and hold harmless Matis Institute Fourways and our parent, subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third-party due to or arising out of your breach of these Terms of Service or the documents they incorporate by reference, or your violation of any law or the rights of a third-party.

#### **SECTION 12 - SEVERABILITY**

- If any provision of these Terms of Service is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms of Service, such determination shall not affect the validity and enforceability of any other remaining provisions.

#### **SECTION 13 - GOVERNING LAW**

- These Terms of Service and any separate agreements whereby we provide you Services shall be governed by and construed in accordance with the laws of 39 Kingfisher Drive, Johannesburg, GT, 7441, South Africa.

#### **SECTION 14 - CHANGES TO TERMS OF SERVICE**

We reserve the right, at our sole discretion, to update, change or replace any part of these Terms of Service by posting updates and changes to our website. It is your responsibility to check our website periodically for changes. Your continued use of or access to our website or the Service following the posting of any changes to these Terms of Service constitutes acceptance of those changes.