

## **Podington Cricket Club Website Policy**

Podington Cricket Club (PCC) is committed to providing you with the best possible customer service experience and is bound by the GDPR (Data Protection Act) 2018, which sets out principles concerning the privacy of individuals.

These terms and conditions apply to the use of <insert website> ("Website") and by accessing this Website and/or placing an order you agree to be bound by the terms set out below. If you do not agree, you may not use or access this Website.

### **Collection of your personal information**

There are many aspects of the site that can be viewed without providing personal information, however, for access to future PCC customer support features, you are required to submit personally identifiable details. This may include but not limited to a unique username and password, or provide sensitive information in the recovery of your lost password.

### **Sharing of your personal information**

We may occasionally hire other companies to provide services on our behalf, including but not limited to handling customer support enquiries, processing transactions or customer shipping. Those companies will be permitted to obtain only the personal information they need to deliver the service. PCC takes reasonable steps to ensure these organisations are bound by confidentiality and privacy obligations in relation to the protection of your personal information.

Using [www.podingtoncricketclub.co.uk](http://www.podingtoncricketclub.co.uk) ("Website") indicates that you accept these Terms and Conditions, together with our Privacy Policy, regardless of whether or not you choose to register with us.

### **Your Status**

By placing an order through our Website, you warrant that:

- i. You are legally capable of entering into binding Contracts.
- ii. The personal information you provide us as a customer is true and accurate.
- iii. You are at least 18 years' old.

### **How the contract is formed between you and PCC**

After placing an order, you will receive an email from us acknowledging that we have received your order. Please note that this does not mean that your order has been accepted. Your order constitutes an offer to us to buy a Product. All orders are subject to availability and acceptance by us, and we will confirm such acceptance to you by sending you an e-mail that confirms that the Product has been dispatched (the "Dispatch Confirmation"). The contract between us ("Contract") will only be formed when we send you the Dispatch Confirmation. We will not process your order until payment has been received in full.

If you make a mistake with your order, you may be able to correct any mistakes made by email prior to your order being processed. If your order has already been processed, you will be unable to amend your order. If your order has already been dispatched, please return the Products to us in accordance with our Returns Policy.

The Contract will relate only to those Products whose dispatch we have confirmed. We will not be

obliged to supply any other Products that may have been part of your order until the dispatch of such Products has been confirmed in a separate Dispatch Confirmation. We are entitled to refuse any order made by you for any reason. When making a request, you undertake that all details you provide to us requesting goods or services are true and accurate, that you are an authorised user of the credit or debit card used to make your request and that there are sufficient funds to cover the cost of the goods and services. It is your responsibility to inform us of any changes to these details as soon as possible.

### **Consumer Rights**

You are entitled to cancel this contract if you so wish provided you exercise your right no longer than seven working days after the day on which you receive the Products. If you wish to exercise your right to cancel this contract after your order has already been dispatched, please follow the procedure set out in our Returns Policy.

### **Availability and Delivery**

Your order will be fulfilled by the delivery date set out in the Dispatch Confirmation or, if no delivery date is specified, then within 30 days of the date of the Dispatch Confirmation, unless there are exceptional circumstances.

### **Price and Payment**

The price payable for the Products shall be as shown on the Website. Prices advertised on the Website excludes delivery charges. Delivery charges are shown separately when ordering and must also be paid in advance. Payment shall be made by you by the means specified on the Website and shall not be deemed to be made until we have received cleared funds in respect of the full amount stated in the order. Prices are subject to change without notice, but changes will not affect orders that we have already accepted. Payment for all Products must be by credit or debit card.

### **Our Returns Policy**

For details on refunds, please refer to our Returns Policy.

### **Our Liability**

If we do not deliver or if the Products we deliver are not what you ordered or are damaged or defective or the delivery is of an incorrect quantity, our only obligation will be, at our option to:

- i. Make good any shortage or non-delivery or incorrect delivery
- ii. Replace any Products that are damaged or defective
- iii. Refund to you the amount paid by you for the Products in question

We shall have no liability to you for any consequential, special or indirect losses including without limit loss of revenues, profits, contracts, business or anticipated savings damage to or loss of goodwill, reputation or data.

Without prejudice to the foregoing, our total aggregate liability to you under and/or arising in relation to this contract shall not exceed the amount paid by you for the Products.

Nothing in this contract shall exclude or limit our liability for death or personal injury due to our negligence or any liability which is due to our fraud or any other liability which we are not permitted to exclude or limit as a matter of law.

Nothing in this contract shall exclude or limit your statutory rights.

A person who is not a party to this Contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Contract.

### **Intellectual Property Rights**

All and any Intellectual Property Rights in connection with the Products shall be owned by PCC absolutely.

### **Indemnity**

You agree to indemnify, defend and hold harmless PCC, its directors, officers, employees, consultants, agents, and affiliates, from any and all third party claims, liability, damages and/or costs (including, but not limited to, legal fees) arising from, without limitation, your breach of these terms and conditions, your infringement of any intellectual property right or any other right of any person or entity, or your breach of any duty of confidence or privacy, or any defamatory statements made by you in any form.

### **Import 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 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.

Please also note that you must comply with all applicable laws and regulations of the country for which the products are destined. We will not be liable for any breach by you of any such laws.

### **Written Communications**

Applicable laws require that some of the information or communications we send to you should be in writing. When using our Website, you accept that communication with us will be mainly electronic. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications we provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

### **Notices**

All notices given by you to us must be given to us at <insert Contact>We may give notice to you at either the email or postal address you provide to us when placing an order. Notice will be deemed received and properly served immediately when posted on our website, 24 hours after an email is sent, or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an email that such email was sent to the specified email address of the addressee.

### **Transfer of Rights and Obligations**

The contract between you and PCC binding on you and PCC and on our respective successors and assigns. You may not transfer, assign, charge or otherwise dispose of a Contract, or any of your rights or obligations arising under it, without our prior written consent.

We may transfer, assign, charge, sub-contract or otherwise dispose of a Contract, or any of our rights or obligations arising under it, at any time during the term of the Contract.

### **Events outside our control**

We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by events outside our reasonable control ("Force

Majeure Event").

A Force Majeure Event includes any act, event, non-happening, omission or accident beyond our reasonable control and includes in particular (without limitation) the following:

- i. Strikes, lockouts or other industrial action.
- i. Civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war.
- ii. Fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster.  
Impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport.
- iii. Impossibility of the use of public or private telecommunications networks.
- iv. The acts, decrees, legislation, regulations, or restrictions of any government

Our performance under any Contract is deemed to be suspended for the period that the Force Majeure Event continues, and we will have an extension of time for performance for the duration of that period. We will use our reasonable endeavours to bring the Force Majeure Event to a close or to find a solution by which our obligations under the Contract may be performed despite the Force Majeure Event.

### **Waiver**

If we fail, at any time during the term of a Contract, to insist upon strict performance of any of your obligations under the Contract or any of these terms and conditions, or if we fail to exercise any of the rights or remedies to which we are entitled under the Contract, this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with such obligations.

A waiver by us of any default shall not constitute a waiver of any subsequent default.

No waiver by us of any of these terms and conditions shall be effective unless it is expressly stated to be a waiver and is communicated to you in writing as outlined above.

### **Severability**

If any of these terms and conditions or any provisions of a Contract are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

Alternatively, you agree that the clause shall be rectified and interpreted in such a way that closely resembles the original meaning of the clause/sub-clause as is permitted by law.

### **Entire Agreement**

These terms and conditions and any document expressly referred to in them represent the entire agreement between us in relation to the subject matter of the Contract and supersede any prior agreement, understanding or arrangement between us, whether oral or in writing.

We each acknowledge that, in entering into a Contract, neither of us has relied on any representation, undertaking or promise given by the other or be implied from anything said or written in negotiations between us prior to such Contract except as expressly stated in these terms and conditions.

Neither of us shall have any remedy in respect of any untrue statement made by the other, whether orally or in writing, prior to the date of any Contract (unless such untrue statement was made fraudulently) and the other party's only remedy shall be for breach of contract as provided in these terms and conditions.

### **Our right to vary these Terms and Conditions**

We have the right to revise and amend these terms and conditions from time to time to reflect changes in market conditions affecting our business, changes in technology, changes in payment methods, changes in relevant laws and regulatory requirements and changes in our system's capabilities or for any other reason in our sole discretion which we may decide.

You will be subject to the policies and terms and conditions in force at the time that you order products from us, unless any change to those policies or these terms and conditions is required to be made by law or governmental authority (in which case it will apply to orders previously placed by you), or if we notify you of the change to those policies or these terms and conditions before we send you the Dispatch Confirmation (in which case we have the right to assume that you have accepted the change to the terms and conditions, unless you notify us to the contrary within seven working days of receipt by you of the Products).

### **Law And Jurisdiction**

These terms and conditions are to be construed in accordance with the laws of England and Wales and irrespective of your place of domicile, in the event of any dispute associated with these terms and conditions, that dispute shall be subject to the exclusive jurisdiction of the English Courts.

### **After-sale Service**

Questions, comments or requests regarding these terms and conditions or our Products should be addressed to [podingtoncricket@gmail.com](mailto:podingtoncricket@gmail.com)

If you have any complaints these should be addressed in writing either by email [podingtoncricket@gmail.com](mailto:podingtoncricket@gmail.com)

If you are not satisfied with how we have handled any complaint, you may wish to request that the complaint be referred for alternative dispute resolution (where an independent body considers the facts of the dispute and seeks to resolve it without you having to go to court).

### **Third Party**

You grant PCC and its affiliates and/or related entities a worldwide, perpetual, irrevocable, royalty-free, non-exclusive, transferable right to use your video(s), photo(s) and/or other content posted to Instagram, Facebook, Twitter or Google+, together with your social media handle, social media user name, profile picture, caption and location information you may have included in your content ("User Content") that you have tagged with any hashtags that contain the words "PCC" and/or "PCC" in them in any media, including but not limited to on its web pages and social media pages, retailer sites, third party sites, stores for its marketing and/or its advertising. You grant PCC the right to use your username, real name, image, likeness, or other identifying information in connection with any use of your User Content.

PCC may use, display, reproduce, distribute, transmit, combine with other materials, alter and/or edit the User Content for legal and/or regulatory reasons in any way it sees fit (while maintaining the original sentiment), with no obligation to you whatsoever.

You may directly upload User Content or post User Content to your social media accounts. By uploading User Content and posting User Content that you have tagged with any hashtags containing Podington Cricket Club and/or "PCC" to social media platforms, you grant PCC and its retail partners (collectively, the "Licensed Parties") the worldwide, perpetual, irrevocable, royalty-free, fully-paid, non-exclusive, transferable right to use your uploaded or Brand-tagged User Content in any manner to be determined in the Licensed Parties' sole discretion, including but not limited to on its webpages, social media pages operated by the Licensed Parties, promotional emails and advertisements, and in other marketing, promotional and advertising initiatives, in any media now or hereafter known. The Licensed Parties may use, display, reproduce, distribute, transmit, create derivative works from, combine with other materials, alter and/or edit your User Content in any manner in their sole discretion, with no obligation to you whatsoever. You grant the Licensed Parties the right to use your username, real name, image, likeness, caption, location or other identifying

information in connection with any use of your User Content.

You hereby represent and warrant that:

i. You own all rights in and to your User Content.

ii. If the User Content is subject to third party proprietary rights, you have all necessary licenses, rights, consents, and permissions to publish the User Content you submit and to grant the rights granted herein, including permission from all person(s) appearing in your User Content.

iii. You are not a minor.

iv. You are legally entitled to post the User Content, and the Licensed Parties' use of your User Content as described herein will not violate the rights, including but not limited to copyright, trademark, privacy, publicity or other proprietary rights, of any third party or any law.

v. The User Content is not libellous, defamatory, obscene, pornographic, abusive, indecent, threatening, harassing, hateful, or offensive. You hereby release, discharge and agree to hold the Licensed Parties, and any person acting on their behalf, harmless from any liability related in any way to the Licensed Parties' use of your User Content.

The User Content that you submit is deemed non-confidential and the Licensed Parties have no obligation to maintain the confidentiality of any information, in whatever form, contained in any submission, except pursuant to the Licensed Parties' respective privacy policies.

You are solely responsible for any User Content that you submit. You are legally liable for the User Content that you submit including, for example, material protected by copyright, trademark, patent or trade secret law or other proprietary rights laws without permission of the author or owner or subject featured in such submission, or defamatory comments.

The Licensed Parties reserve the right to remove any User Content from the Site, the Brand properties and the Services at any time, for any reason.