

The use of this Website is subject to the following Terms and Conditions which set out the rules for how we run the Website and we advise all users of this Website to read them. By using this Website you acknowledge that you have read and you agree to be bound by and comply with these Terms and Conditions. We reserve the right to change the contents of this Website, including these Terms and Conditions at any time without notice by posting such changes on the Website. We would advise all users of this Website to familiarise themselves with the Terms and Conditions regularly to ensure that they are aware of any changes. Use of the Website after a change has been posted will signify the users acceptance of the modified Terms and Conditions.

If you do not accept these Terms and Conditions, please do not use this Website.

SHOPPING ON THE WEBSITE

The following Terms and Conditions apply to how we supply any Club Kit displayed for sale on our Website which you purchase through our Website. Nothing in these Terms and Conditions affects your statutory rights. The information, service and Club Kit on this Website are intended for use by residents of the UK only, and are not aimed at or intended for use by residents of any other jurisdiction.

PRICES The prices for Club Kit at the checkout stage are inclusive of VAT. The placing of Club Kit products on our Website is an invitation to accept offers for Club Kit products and is not an offer to sell at the listed price nor is it binding on us. We are under no obligation to accept your Club Kit order (whether or not the order has been confirmed and the credit card been charged). In the event a Club Kit product is listed at an incorrect price due to a typographical error, we will notify you of the correct price and we will give you the choice of either purchasing the Club Kit product at the correct price or cancelling your Club Kit order. If you confirm you want the product at the corrected price we will deliver the product to you. If payment has been charged for the purchase and you cancel your order we will, on return of the Goods, issue a refund.

PAYMENT

We accept payment via PayPal with which you can use Credit Card, Charge Card or Debit Card. We also accept orders and payment over the phone on 01386 446809. We shall not process any Club Kit orders until we receive confirmation of payment. Your Payment Card is debited at the time of placing your Club Kit order and sometimes a password may be asked for. This is an additional security measure requested by your card provider. All transaction information passed between our website is totally secure via the PayPal secure payment system. No cardholder information is ever seen or passed on unencrypted to anyone. You can be completely assured that nothing we pass to our payment service provider can be examined, used or modified by any third parties attempting to gain access to sensitive information.

DELIVERY

Some items we have in stock, however some items we make to order as we carry plain stocks and then embroider or print the club logo on our premises as required.

We aim to deliver Club Kit orders to UK mainland addresses within 5 - 10 working days (excluding bank holidays) of you placing your Club Kit order. We do our best to get your Club Kit to you as soon as possible and as a result some orders may arrive earlier. Club Kit items supplied are subject to availability of stocks at the date of your order. If you are ordering more than one item, your Club Kit may be sent to you in installments if certain items are out of stock. We will inform you as soon as we can if we are out of stock of any item and let you know the likely delivery date.

YOUR RIGHT TO CANCEL

If you have submitted your Club Kit order and received your confirmation Email, you can still cancel your Club Kit order provided that it has not yet entered the dispatch process. Please reply to the order confirmation Email and mark it 'CANCEL MY ORDER' in the subject line. Please ensure you supply your name, invoice address post code, product ordered on the Email. If you wish to cancel your order after the dispatch stage, you will need to wait until you receive your Club Kit order and then follow our Returns procedure below. On cancellation for whatever reason you must return to us the Goods we have delivered to you. We operate a No Quibbles Returns policy.

RETURNS POLICY

If for any reason you are unhappy with any Club Kit item that you have purchased from us, you can return the Club Kit item to us in its original condition within 14 days of delivery for a full refund. ***If you require a replacement Club Kit item, we would advise you to make a separate Club Kit order online since this will ensure the fastest delivery time..***

To enable us to handle your return as quickly as possible, please follow the simple instructions below:

1. Return the Club Kit item with a note detailing your name, contact number and email address.
2. Wrap the Club Kit item securely and address it to the following: Birdseye Sports, 26 High Street, Evesham, Worcestershire WR11 4HJ
3. When you are at the Post Office, we recommend the following procedure: (a) for returning Club Kit items with a value less than £75: Post standard 1st Class and obtain a proof of posting receipt from your Post Office. Keep it in a safe place as we cannot be held responsible for Club Kit items that fail to reach us without a proof of posting receipt. (b) for returning Club Kit items with a value more than £75: Post Special Delivery and obtain a validated proof of posting certificate from your Post Office. Keep it in a safe place as we cannot be held responsible for Club Kit items that fail to reach us without a proof of posting certificate. Please check with the Post Office that you are using the correct service for the total value of your returning items.

4. We will notify you via Email when we have processed your return and refunded your money. This may take up to 10 working days from receipt of the returned item. **DELIVERED INCORRECT, DEFECTIVE or DAMAGED GOODS**

In the unlikely event that you receive Club Kit items which were not what you ordered or which are damaged or defective, or are of a different quantity to that stated on your order form, we shall make good any shortage or non-delivery, replace or repair any damaged or defective goods, or refund to you the amount you paid for the Club Kit items in question **provided that** you notify us of the problem by Email to hello@birdseyesports.co.uk within 3 working days of delivery of the goods plus return them to us, if we request you to. This does not affect your statutory rights.

COMPLAINTS PROCEDURE

In the event that we fail to meet our high standards of customer service please do not hesitate to contact us by Email to hello@birdseyesports.co.uk. We will do our very best to deal with your complaint as soon as possible and make every effort to reach a satisfactory conclusion on your behalf in order to retain your valued custom.

SECURITY

We use PayPal as our payment service provider (PSP). Literally thousands of businesses outsource their transaction security to them. It is our top priority to ensure that our customers' transaction data is kept secure at all times.

PRIVACY POLICY

We take the privacy of our users seriously. Below we set out our privacy policy, which governs the way in which we process any personal information that you provide to us. If we decide to change our privacy policy for the Website, we will post those changes here so that you will always know what information we gather, how we might use that information and whether we will disclose it to anyone. You can access our home page and browse our site without disclosing your personal data.

DATA PROCESSING

Personal information will only be collected with your consent. Your personal information (which includes your name, address and any other details you provide to us which identify you as an individual) will be processed by us. We will use your information for the purpose of administering our relationship with you, such as; fulfilling orders placed by you; email/telephone numbers supplied to courier company to ensure a timely delivery; processing any other transactions authorised by you; informing you of special offers; undertaking product or customer research/development and providing other marketing information to you which we think you may find of interest. To request any information we have about you, and to correct any details, please write to: The Owner, Birdseye Sports, 26 High Street, Evesham, WR11 4HJ

USE OF WEBSITE CONTENT

Please do not use the Website in any way that may infringe the intellectual property rights contained in the Website without our express permission (although you may download and print out pages from the Website for the sole purpose of viewing for your own personal information).

LIMITATION OF LIABILITY

In respect of any cause of action (including an action for negligence) arising out of or in connection with any purchase made from the Website, our entire liability shall be limited, to the extent that the cause of action relates to the items purchased on our Website to:

☒ Repairing or supplying the Goods again or refunding the amount paid by you in respect of the Goods purchased.

☒ Our aggregate liability in respect of all causes of action arising out of or in connection with the Goods purchased on our Website or in connection with your use of the Website (whether for breach of contract, in negligence or any other tort, under statute or otherwise at all), including for the loss or damage to Goods whilst in transit, will not exceed an amount equal to the value of the Goods delivered to you under these Terms and Conditions.

☒ Save in respect of death and personal injury we shall not be liable (whether in contract, tort (including negligence) or otherwise) for any claim arising under or in connection with Goods purchased from the Website or your use of the Website unless you give us written notice of the claim within three months of becoming aware of the circumstances giving rise to the claim or, if earlier, three months from the time you ought reasonably to have become aware of such circumstances.

LAW AND JURISDICTION

These Terms and Conditions will be governed by and construed in accordance with the laws of England and Wales. Disputes arising in relation to this Website shall be subject to the exclusive jurisdiction of the courts of England and Wales. Certain provisions contained in these Terms and Conditions may be disallowed by the laws of the country from which you are accessing the Website. If any provision of these Terms and Conditions are found to be invalid or unenforceable by a court, it will be severed from the rest of these Terms and Conditions which shall remain unaffected. A person who is not a party to this contract is not entitled to enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999.

ENTIRE AGREEMENT

These Terms and Conditions represent the entire understanding relating to the use of the Website and supersede all other statements, representations or warranties (whether written, made by email or oral) made by Birdseye Sports. Nothing in these Terms and Conditions shall affect the liability of either party in respect of any misrepresentation, warranty or condition that it makes fraudulently. Any rights not expressly granted in these Terms and Conditions are reserved by Birdseye Sports.

FORCE MAJEURE

We shall not be liable to you for any delay in, or failure of, performance of our obligations under these Terms and Conditions arising from any cause beyond our reasonable control including any of the following: act of God, governmental act, war, fire, flood, explosion or civil

commotion, failure in information technology or telecommunications services, failure of a third party (including failure to supply data) and industrial action.

DISCLAIMER OF CONTENT

Whilst we have taken all reasonable steps to ensure the accuracy and completeness of the information on this Website it is provided on an "as is" basis and we give no

warranty and make no representation regarding the accuracy or completeness of the content of this Website. Further, no warranty is given that the Website shall be available on an uninterrupted basis, and no liability can be accepted in respect of losses or damages arising out of such unavailability. Access to and use of this Website is at the user's own risk and we do not warrant that the use of this Website or any material downloaded from it will not cause damage to any property, including but not limited to loss of data or computer virus infection. We accept no liability for viruses. You are recommended to take all appropriate safeguards before downloading information or images from the Website. The information contained in the Website has not been written to meet your individual requirements and it is your sole responsibility to satisfy yourself prior to ordering any products from us that they are suitable for your purposes. Orders will be subject to our Terms and Conditions. Any advice given on this Website is for guidance purposes only. Any such advice should not be relied upon or used as a substitute for legal or other professional advice on your specific requirements. We shall not be liable to you for any of the following whether arising from any claim arising out of or in connection with the use of the Website including without limitation under any tort including negligence, for breach of contract, for misrepresentation (other than fraudulent misrepresentation), intellectual property infringement, under any statute or otherwise:

- ☒ any indirect, special or consequential losses;
- ☒ in respect of losses or damages arising out of changes made to the content of this Website by unauthorised third parties;
- ☒ any loss of business, data, profits, revenue, goodwill, use or anticipated savings; or
- ☒ loss or damage to your, or any third party's data or records.

Nothing in these Terms and Conditions shall exclude or limit our duties and liabilities under any applicable legislation or any conduct of business rules which we are bound to comply with. Except as expressly provided in these Terms and Conditions we exclude all representations, conditions and warranties whether express or implied (by statute or otherwise) to the fullest extent permitted by law. If you have any enquiries or concerns about our privacy policy, please contact hello@birdseyesports.co.uk. If at any time you wish us to stop processing the information we have about you as a result of your use of this Website please send a message to hello@birdseyesports.co.uk and insert "unsubscribe" as the subject heading.

OWNED AND OPERATED BY

This is Birdseye Sports website (<http://www.birdseyesports.co.uk>) which is owned, operated and maintained by Birdseye Sports & The School Shop. We are registered company.