www.agamesports.co.uk

ONLINE CONSUMER TERMS AND CONDITIONS

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Please read the following important terms and conditions before you buy anything on our site

Summary of some of your key rights:

The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 say that up to 14 days after receiving your goods, if the goods are standard stock items (i.e. plain and without club or personal details then in most cases you can change your mind and get a full refund. Please note though that most of the goods supplied by A Game Sports Ltd have club logos (e.g. polo shirt bearing club name) or personal initials (e.g. rugby jersey with your initials) and accordingly you may not return them without fault if you change your mind. Your attention is drawn to clause 4.1 which provides further details. This does not in any way affect your statutory rights in relation to defective goods.

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 you're entitled to the following:

- up to 30 days: if your goods are faulty, then you can get a refund
- up to six months: if they can't be repaired or replaced, then you're entitled to a full refund, in most cases
- up to six years: if the goods do not last a reasonable length of time, you may be entitled to some money back.

This is a summary of some of your key rights. For detailed information from Citizens Advice please visit www.citizensadvice.org.uk or call 03454 04 05 06.

The information in this summary box summarises some of your key rights. It is not intended to replace the contract below which you should read carefully.

This contract sets out:

- your legal rights and responsibilities
- our legal rights and responsibilities, and
- certain key information required by law

In this contract:

- We, us or our means A Game Sports Ltd trading as "AGAME Sports"; and
- You or your means the person using our site to buy goods from us

If you don't understand any of this contract and want to talk to us about it, please contact us by:

- e-mail: sales@agamesports.co.uk (which will be responded to between 9:00am and 5:00pm Monday to Friday); and
- telephone: 01209 311248 (which will be answered between 9:00am and 5:00pm Monday to Friday)

Who are we?

We are registered in England and Wales under company number: 08168836

Our registered office is at: Unit C Stanley Way Cardrew Industrial Estate Redruth TR15 1SS

Our VAT number is: 142854803.

The details of this contract will not be filed with any relevant authority by us.

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1 Introduction

1.1 If you buy goods on our site you agree to be legally bound by this contract.

1.2 If you are acting in the course of business or for a club that is a limited company and you are purchasing for teams for that club then you should contact us and purchase goods via our terms and conditions for business purchases.

1.3 This contract is only available in English. No other languages will apply to this contract.

1.4 When buying any goods you also agree to be legally bound by:

1.4.1 our Website Terms and Conditions and any documents referred to in them

1.4.2 extra terms which may add to, or replace some of, this contract. This may happen for legal or regulatory reasons. We will contact you to let you know if we intend to do this by giving you one month's notice.

1.4.3 specific terms which apply to certain goods. If you want to see these specific terms, please visit the relevant webpage for the goods.

All these documents form part of this contract as though set out in full here.

2 Information we give you

2.1 By law, the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 say that we must give you certain key information before a legally binding contract between you and us is made. If you want to see this key information, please:

2.1.1 click on the 'key information button'

2.1.2 read the Confirmation Email (see clause 3.8)

2.1.3 contact us by using the contact details at the top of this page

2.2 The key information we give you by law forms part of this contract (as though it is set out in full here).

2.3 If we have to change any key information once a legally binding contract between you and us is made, we can only do this if you agree to it.

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3 Ordering goods from us

3.1 Below we set out how a legally binding contract between you and us is made. Terms 3.2 – 3.4 apply to team orders and 3.5 -3.6 apply to individual orders and 3.7 -3.9 apply to all orders.

Ordering goods from us if you are an individual representing an unincorporated club that wishes to purchase kit for an entire team(s)

3.2 You should contact us by telephone or by email and we will ask you to email to us the visuals for the logo that you would like to have on your goods, the type of kit and the sizes.

3.3 We will then review and possibly amend the visuals and email them back to you with a quotation which is not a binding offer and is valid for 28 days.

3.4 You will then need to email us back confirming that you wish to proceed with your order and this is an offer to purchase.

Ordering goods from us if you are an individual:

3.5 You place an order on the site by following the instructions taking you through to the check out page. Please read and check your order carefully before submitting it. However, if you need to correct any errors you can do so before submitting it to us. Alternatively, you may call us to place your order.

3.6 When you place your order at the end of the online checkout process (or over the phone) we will acknowledge it by email. This acknowledgement does not, however, mean that your order has been accepted.

3.7 Terms applying to all orders:

3.7.1 We may contact you to say that we do not accept your order. This is typically for the following reasons:

(a) the goods are unavailable

(b) we cannot authorise your payment

(c) you are not allowed to buy the goods from us

(d) we are not allowed to sell the goods to you

(e) you have ordered too many goods

(f) there has been a mistake on the pricing or description of the goods

3.8 We will only accept your order when we email you to confirm this (Confirmation Email). At this point:

(a) subject to payment a legally binding contract will be in place between you and us, and

(b) we will dispatch the goods to you

3.9 If you are under the age of 18 you may not be able to buy certain goods because you are too young. These are set out on the relevant webpage for the goods.

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4 Right to cancel this contract

4.1 If you are purchasing stock items that have not been customised for your club or for you then you have the right to cancel this contract within 14 days without giving any reason. You do not have the right to cancel this contract within 14 days under this clause if the item that you are purchasing has been customised to your club (e.g. by the embroidering of club name or logo on a hooded top) or personalised to you (e.g. by the embroidering of initials on a tracksuit) because this means that the goods are customised and bespoke. This does not affect your other rights.

4.2 The cancellation period will expire after 14 days from the day on which you acquire or a third party indicated by you acquires physical possession of the goods.

4.3 To exercise the right to cancel, you must inform us of your decision to cancel this contract by a clear statement (eg a letter sent by post, fax or email). You can use the model cancellation form set out in the box below, but it is not obligatory.

Cancellation form

To: AGAME Sports Ltd Unit C Stanley Way Cardrew Industrial Estate Redruth TR15 1SS. sales@agamesports.co.uk

I/We [*] hereby give notice that I/We [*] cancel my/our [*] contract of sale of the following goods [*]/the supply of the following service [*],

Ordered on [*]/received on [*],

Name of consumer(s),

Address of consumer(s),

Signature of consumer(s) (only if this form is notified on paper),

Date

[*] Delete as appropriate

4.4 To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired

5 Effects of cancellation

5.1 If you cancel this contract, we will reimburse to you all payments received from you, including the costs of delivery (except for the supplementary costs arising if you chose a type of delivery other than the least expensive type of standard delivery offered by us).

5.2 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.

5.3 We will make the reimbursement without undue delay, and not later than:

5.3.1 14 days after the day we received back from you any goods supplied, or

5.3.2 (if earlier) 14 days after the day you provide evidence that you have returned the goods, or

5.3.3 if there were no goods supplied, 14 days after the day on which we are informed about your decision to cancel this contract

5.4 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.

5.5 If you have received goods:

5.5.1 you shall send back the goods or hand them over to us without undue delay and in any event not later than 14 days from the day on which you communicate your cancellation from this contract to us.

5.5.2 you will have to bear the direct cost of returning the goods. The cost is estimated at a maximum of approximately £4.95 per item of clothing by way of signed for first class post.

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

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6 Delivery

6.1 We use third party shipping agents to deliver our goods. If you want to see your delivery options, visit our webpage before you place your order.

6.2 The estimated date and time window for delivery of the goods is set out in the Confirmation Email (see clause 3.8)).

6.3 If something happens which:

6.3.1 is outside of our control, and

6.3.2 affects the estimated date of delivery

we will let you have a revised estimated date for delivery of the goods.

6.4 Delivery of the goods will take place when we deliver them to the address that you gave to us.

6.5 Unless you and we agree otherwise, if we cannot deliver your goods within 30 days, we will:

6.5.1 let you know

6.5.2 cancel your order, and

6.5.3 give you a refund

6.6 If nobody is available to take delivery, please contact us using the contact details at the top of this page.

6.7 You are responsible for the goods when delivery has taken place. In other words, the risk in the goods passes to you when you take possession of the goods.

6.8 We may deliver your goods in instalments. If you want to see whether your goods may be delivered in this way, click on the 'key information button' at any time during the online checkout process.

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7 Payment

7.1 We accept all major credit cards and debit cards.

7.2 Payment is outsourced to WorldPay and we will do all that we reasonably can to ensure that all of the information you give us when paying for the goods is secure. However, in the absence of negligence on our part we will not be legally responsible to you for any loss that you may suffer if a third party gains unauthorised access to any information that you give us.

7.3 Your credit card or debit card will be charged at the point of the acceptance of your order.

7.4 All payments by credit card or debit card need to be authorised by the relevant card issuer. We may also need to use extra security steps.

7.5 If your payment is not received by us and you have already received the goods, you:

7.5.1 must pay for such goods within 14 days, or

7.5.2 must return them to us as soon as possible. If so, you must keep the goods in your possession, take reasonable care of them (including ensuring that you follow any instructions or manuals given with the goods) and not use them before you return them to us

7.6 Nothing in this clause affects your legal rights to cancel the contract during the 'cooling off' period under Clauses 4 and 5.

7.7 The price of the goods:

7.7.1 is in pounds sterling (£)(GBP)

7.7.2 includes VAT where appropriate at the applicable rate

7.7.3 does not include the cost of delivering the goods (if you want delivery options and costs, visit our webpage before you place your order).

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8 Nature of the goods

8.1 The Consumer Rights Act 2015 gives you certain legal rights (also known as 'statutory rights'), for example, the goods:

8.1.1 are of satisfactory quality

8.1.2 are fit for purpose

8.1.3 match the description, sample or model, and

8.1.4 are installed properly (if we install any goods)

8.2 We must provide you with goods that comply with your legal rights.

8.3 The packaging of the goods may be different from that shown on the site.

8.4 While we try to make sure that:

8.4.1 all sizes and measurements set out on the site are as accurate as possible, there may be a small tolerance of up to 0.5 inch in sizes and measurements.

8.4.2 the colours of our goods are displayed accurately on the site, the actual colours that you see on your computer may vary depending on the monitor that you use.

8.5 Any goods sold:

8.5.1 at discount prices

8.5.2 as remnants

8.5.3 as substandard

will be identified and sold as such. Please check that they are of a satisfactory quality for their intended use.

9 Faulty goods

9.1 Your legal rights under the Consumer Rights Act 2015 (also known as 'statutory rights'), are set out at the top of this contract. They are a summary of your key rights. For more detailed information on your rights and what you should expect from us, please:

9.1.1 visit our webpage;

9.1.2 contact us using the contact details at the top of this page, or

9.1.3 visit the Citizens Advice website www.citizensadvice.uk or call 03454 04 05 06

9.2 Nothing in this contract affects your legal rights under the Consumer Rights Act 2015 (also known as 'statutory rights'). You may also have other rights in law.

9.3 Please contact us using the contact details at the top of this page, if you want:

9.3.1 us to repair the goods

9.3.2 us to replace the goods

9.3.3 a price reduction

9.3.4 a refund

10 End of the contract

10.1 If this contract is ended it will not affect our right to receive any money which you owe to us under this contract.

11 Limit on our responsibility to you

11.1 Except for any legal responsibility that we cannot exclude in law (such as for death or personal injury), we are not legally responsible for any:

11.1.1 losses that:

(a) were not foreseeable to you and us when the contract was formed

(b) that were not caused by any breach on our part

11.1.2 business losses

11.1.3 losses to non-consumers

12 Disputes

12.1 We will try to resolve any disputes with you quickly and efficiently.

12.2 If you are unhappy with:

12.2.1 the goods

12.2.2 our service to you

12.2.3 any other matter

please contact us as soon as possible.

12.3 If you and we cannot resolve a dispute using our internal complaint handling procedure, we will let you know that we cannot settle the dispute with you, and

12.4 If you want to take court proceedings, the relevant courts of the United Kingdom will have exclusive jurisdiction in relation to this contract

12.5 Relevant United Kingdom law will apply to this contract

13 Third party rights

13.1 No one other than a party to this contract has any right to enforce any term of this contract