

## Terms and Conditions for Product Purchases

### 1. American Football Development Limited

1.1) Afdlimited.com is a site operated by American Football Development Limited is a company registered in England and Wales under company number 08840184 .

1.2) The registered office is Flat 7, 112-116 Bessborough Road, Harrow, Middlesex, HA1 3DU. The main trading address is 17 Old Dover Road, Canterbury, Kent, CT1 3JB.

1.3) Our registered VAT number is 190 8987 51

### 3. How the contract is formed between you and us

3.1) After placing a product order, you will receive an e-mail from us acknowledging that we have received your product order. Please note that this does not mean that your product order has been accepted. Your product order constitutes an offer to us to 'buy' a product or products from us. All product orders are subject to acceptance by us, and we will confirm such acceptance to you by sending you an e-mail that confirms that the service that you have ordered has been agreed (Confirmation). The contract between us (Contract) will only be formed when we send you the Confirmation.

3.2) The Contract will relate only to the services that are stipulated within the Confirmation. We will not be obliged to supply any other services which may have been part of your booking request until we have confirmed this in a separate Confirmation.

### 4. Site Use and Availability

4.1) You may use our site only for lawful purposes. Certain areas of our site may permit you to enter some content of your own. Where this is the case the content must not:

(a) Contain any material which is obscene, offensive, inflammatory or which promotes discrimination against any individual or company in respect of race, sex, religion, nationality, disability or sexual orientation.

(b) Infringe any copyright or trademarks associated with American Football Development Limited our partners or any other business or person.

(c) Be used to imitate another person or misrepresent identity or affiliation to any team, club, university, school or other organisation.

On occasion we may carry out routine or emergency maintenance of our site. We are not liable if our site is not available for any reason.

### 5. Availability and Delivery

5.1) Subject to stock availability we will aim to despatch products ordered from our online shop within 48 hours of the order being made. We make every reasonable effort with our delivery partners to

ensure that delivery expectations are achieved, however this is not guaranteed by us or our delivery partners.

5.2) American Football Development Limited reserve the right to split the supply of ordered goods into more than one delivery.

5.3) Delivery costs included at checkout on our site are for online shop products delivered to the UK Mainland only. Please contact American Football Development head office for international delivery costs of online shop products.

## 6. Price and Payments

6.1) The price of the products on our site will be as displayed at Afdlimited.com except in cases of obvious error. These prices include VAT at the current rate but exclude delivery costs which will be added to the total amount due at the checkout stage.

6.2) In the case of an obvious error, we are under no obligation to provide the product to you at the incorrect price, even after the contract between us has been formed. If the pricing error is obvious and unmistakable and could have been reasonably recognised by you as an error.

6.3) Payments for afdlimited.com are processed through PayPal who accept Visa and Mastercard credit cards, and Visa debit cards (Visa Delta, Electron and Debit, Maestro, Switch and Solo)

6.4) By submitting an order to us through our site you represent and warrant that the payment details provided on your order are valid and correct, and that when your order is accepted and processed by us, payment will be made in full.

6.5) Ownership of the products will only pass to you once full payment is received including delivery charges.

6.6) International orders are subject to duties and taxes at the point of import. These costs will be passed on to you and must be paid before customs will release your order.

## 7. Refunds & Returns

7.1) You may return any products purchased from the online shop within 14 days from the date the delivery is received for a full refund. We will offer a full cost refund excluding delivery charges providing the goods are unopened, undamaged and returned in the original packaging with all labels and tags (where appropriate) still attached. Thereafter you may exchange the product for an alternative of equal value from afdlimited.com

7.2) If American Football Development Limited fail to comply with the order confirmation or the product is faulty, AFD Limited will happily exchange the product within a reasonable timescale.

7.3) Notification of an issue or a fault with an order must be made to AFD Limited within 48 hours of delivery. The goods must be retained in their original, unused condition and the cost of any loss or subsequent damage will be the responsibility of the customer.

## 8. Intellectual Property

8.1) All rights including copyright and database rights, in the website and its contents are owned by or licenced to American Football Development Limited or otherwise used by American Football Development Limited as permitted by applicable law or the copyright holder. You may not copy, reproduce, republish, download, post, broadcast or transmit and text, images, graphic, logo, button, icon or underlying source code for any purpose without written permission from American Football Development Limited or the copyright holder.

8.2) We are the owner of all trademarks including names, images, logos, registered or unregistered designs, copyrights and any other intellectual property which appear on our site. American Football Development Limited does not give permission for their use by any person than the holders. Any such use may constitute an infringement of the holder's rights.

## 9. Privacy Policy

9.1) For the purpose of the Data Protection Act 1998 (the Act) the data controller is American Football Development Limited. We process information about you in accordance with our privacy policy as described below.

9.2) When making a purchase you will be asked to provide us with your name, billing address and delivery address, email address and telephone number. Your payment details will also be used by PayPal during the payment process. We may also obtain further information about you from competitions entered or other general usage of the site.

9.3) We use your information for the following:

- To handle orders, deliver products, process payments and refunds and to provide statements
- To communicate with you about your order
- If you contact us, we will keep a record of the correspondence relating to your query order or other matter.
- To contact you by email, post or telephone to ask you for feedback and comments on our services.
- To prevent or detect fraud or abuses of our site and enable third parties to carry out related work.

## 10. Disclosure

10.1) We will not disclose your information to any third party outside of American Football Development Limited except under the following circumstances

10.2) We may disclose your personal information to carefully selected service providers and agents who operate elements of our web site service and process data on our behalf. These may include

businesses who provide technology services such as hosting for our servers and email distribution and business partners who provide delivery fulfilment services.

10.3) We may also use aggregate information and statistics for the purposes of monitoring website usage in order to help us to develop the website and our services and may provide such aggregate information to third parties. These statistics will not include information that can be used to identify and individual. In assessing your request for goods or services, we may use your information for the purposes of the prevention and detection of fraud.

10.4) We do not hold your credit card details. Financial transactions take place directly and securely with our payment handling provider.

## 11. Our liability

11.1) Our total liability to you under the Contract will be limited to the amount paid by you for the products purchased.

11. 2) We have taken every care in the preparation of the content of our site. However, the content displayed on our site is provided without any guarantees, conditions or warranties as to its accuracy. We will not be responsible for any errors or omissions or for the results obtained from the use of such content or for any technical problems you may experience with our site. If we are informed of any inaccuracies in the content on our site we will attempt to correct this as soon as we reasonably can.

11. 3) To the extent permitted by law, we hereby expressly exclude any and all liability (whether arising in contract, tort or otherwise) for any direct, indirect or consequential loss or damage which you or any third party may incur in connection with the use, inability to use, or results of the use of our site, any websites linked to it and any materials posted on it. This does not affect any liability we have to you under the contract.

11.4) These limitations and exclusions do not affect your statutory rights and only apply to the extent permitted by applicable law. Nothing in these terms and conditions shall limit our liability for personal injury caused by negligence.

## 12. Computing

12.1) The software and programming on this website have been thoroughly scanned at all stages of development however American Football Development Limited cannot accept responsibility for any disruption, damage and/or loss of data or computer system that may occur whilst using our site.

12.2) You must not misuse our site by knowingly introducing viruses, Trojans, worms or any other material which is malicious or technologically harmful. You must not attack or gain access to our site, server or any databases associated with our site. By breaching this provision, you may commit a criminal offence under the Computer Misuse Act 1990 and we will report any such activity to relevant law enforcement agencies.

### 13. Our rights

13.1) We reserve the right to amend both our terms and conditions and privacy policy without prior notice and to whatever extent is deemed suitable by us.

13.2) The operation of our site and the purchase of Products are governed by English law. Any dispute arising from, or relating to these terms and conditions shall be subject to the non-exclusive jurisdiction of the courts of England and Wales.

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