

## **Important Information:**

These terms and conditions, together with any and all other documents referred to herein, set out the terms under which services are sold and provided by us through this website, **vantagefootball.com** ("our site"). Please read these terms and conditions carefully and ensure that you understand them before using any services from our site. You will be required to read and accept these Terms and Conditions when using our services. If you do not agree to comply with and be bound by these terms and conditions, you will not be able to use services through our Site. These terms and conditions, as well as any and all contracts are in the English language only. If you have any questions about these terms and conditions, please contact us to discuss on 0141 551 0001.By accepting these terms and conditions you also agree to the terms of the:

- Privacy Policy
- Cookies Policy
- Terms of use of the website policy
- 1. Information About Us
  - a. Our Site, https://vantagefootball.com, is owned and operated by Vantage Football Limited, a limited company registered in England under 13838686, whose registered address is 71 Towers Way, Corfe Mullen, Wimborne, England, BH21 3UA and whose main trading address is 684 Alexandra Parade, Glasgow, G31 3LH.
- 2. Access to and Use of Our Site
  - a. Access to our site is free of charge. It is your responsibility to make any and all arrangements necessary in order to access our site and is provided "as is" and on an "as available" basis. We may alter, suspend or discontinue our site (or any part of it) at any time and without notice. We will not be liable to you in any way if our site (or any part of it) is unavailable at any time and for any period.
  - b. Access to our website is permitted on a temporary basis, and we reserve the right to withdraw, suspend or amend any aspect or feature of the website without notice. If the need arises, we may suspend access to parts of our website or the entire website for maintenance purposes. We will not be liable if, for any reason, our website is unavailable at any time or for any period.
  - c. We may, in our absolute discretion, change the content of our website at any time.
  - d. We may at our absolute discretion record games for training, monitoring or development purposes.
  - e. You shall use the website for your own personal and non-commercial use only and shall not be allowed to provide access or reproduce the website or any part of it in any form whatsoever without our express consent, including creating links to it.
  - f. You shall not use the website for any purpose which is or is likely to be considered to be defamatory, abusive, obscene, unlawful, or of a racist, sexist or other discriminatory nature.
  - g. You must not misuse the website by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful.
  - h. You are solely responsible for making all arrangements necessary for you to have access to the website. We will not be liable for any losses caused to you by the internet or any telecommunications service provider which you have engaged in order to access the website.
  - We cannot guarantee that our website will be compatible with any hardware or software that may be used by visitors to the website.
  - j. If you want to report an error or have any questions, please contact us. Please note that any calls to our Customer Support Team may be monitored or recorded for training and quality management purposes and to assist us in a quick and effective resolution of all queries.
- 3. No Warranty
  - a. We will endeavour to provide the website using our reasonable skill and care. We make no further warranty or representation, whether express or implied, in relation to the website. All implied warranties or conditions of satisfactory quality, fitness for purpose, completeness or accuracy are hereby excluded to the fullest extent permitted by law.
  - b. We make no warranty that the website will meet your requirements or will be uninterrupted, timely, secure or error-free, that defects will be corrected, or that the website or the server that makes it available are free of viruses or bugs or represents the full functionality, accuracy, reliability of the materials or as to results or the accuracy of any information obtained by you through the website.

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- 4. Age Restrictions Members may only purchase services/ products through our site if they are at least 18 years of age.
- 5. Intellectual Property Rights
  - a. You acknowledge and agree that all intellectual property rights in our website, its contents (including any software) and in the content published on it shall remain at all times vested in us or our licensors. These intellectual property rights include, without limitation, copyright, trademarks, the underlying software, the design, graphics, layout, look and feel and structure of our website, database rights, design rights, domain names and rights to goodwill and/or to sue for passing off. You are permitted to use this material and content only as expressly authorised by us or our licensors.
  - b. You acknowledge and agree that the material and content contained within our website is made available for your personal non-commercial use only. You agree not to (and agree not to assist or facilitate any third party to) copy, reproduce, transmit, publish, display, distribute, commercially exploit, tamper with or create derivative works of such material and content.
  - c. Where our website contains links to other websites and resources provided by third parties, these links are provided for your information only. We have no control over the contents of these sites or resources and accept no responsibility for them or for any loss or damage that may arise from your use of them or their use of any information they may acquire about you (including personal data).
  - d. A link from our website does not constitute an endorsement by us of the use of that link, the company or organisation behind that link or the contents of the website reached using that link.
- 6. Payment

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- a. Payment for the services/product/s from the buyer will be confirmed in the order confirmation. The chosen payment method will be charged as indicated.
- b. You will pay through our merchant facility an amount for the chosen service/product as stated from time to time. The amount stated may vary and may include discounts from time to time.
- c. We accept the following methods of payment on Our Site:
  - i. Visa Debit
  - ii. Credit Card
  - iii. Direct Transfer
- d. Payment of invoice on agreed terms
- e. If you do not make any payment to us by the due date on any invoice, we may levy an overdue sum at the rate of 4% per annum above the base lending rate of Barclays Bank plc from time to time. Interest will accrue on a daily basis from the due date for payment until the actual date of payment of the overdue sum. You must pay any interest due when paying an overdue sum.
- f. Payment for all services/product is paid in advance unless agreed otherwise by the company.
- g. As the event is an online event and once delivered is deemed as complete. Refunds will only be made if our game/event is not delivered due to a fault with our delivery. In such circumstances and only in these circumstances a full refund will be given.
- h. All purchases must be made in £ (sterling).
- 7. Communication and Contact Details
  - a. If you wish to contact us with general questions or complaints, you may contact Us by email at enquiries@vantagefootball.com, or by post at 71 Towers Way, Corfe Mullen, Wimborne, BH21 3UA.
  - b. For matters relating to our services or your Order, please contact us by email
    - at phil@vantagefootball.com or on 0141 551 0001.
  - c. This service is operated by: Vantage Football Limited (Company Registration Number 13838686)
  - d. Trading Address: 684 Alexandra Parade, Glasgow, G31 3LH.
  - e. Contact Telephone Number: 0141 551 0001
  - f. Contact email address: phil@vantagefootball.com
  - How we Use Your Personal Information (Data Protection)
    - a. All personal information that we may collect (including, but not limited to, your name, address and telephone number) will be collected, used and held in accordance with the provisions of the Data Protection Act 1998 and your rights under that Act.
    - b. We may use your personal information to:
      - i. Provide our services to you;
      - ii. Process your Order (including payment) for the Services; and

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- iii. Inform you of new products and/or services available from us (if you opt or have previously opted to receive it). You may request that we stop sending you this information at any time.
- c. We will not pass on your personal information to any third parties without first obtaining your express permission.
- 9. Other Important Terms
  - a. We may transfer (assign) our obligations and rights under these Terms and Conditions (and under the contract, as applicable) to a third party (this may happen, for example, if we sell our business). If this occurs, you will be informed by us in writing. Your rights under these Terms and Conditions will not be affected and our obligations under these Terms and Conditions will be transferred to the third party who will remain bound by them.
  - b. You may not transfer (assign) your obligations and rights under these Terms and Conditions (and under the contract, as applicable) without our express written permission.
  - c. The contract is between you and us. It is not intended to benefit any other person or third party in any way and no such person or party will be entitled to enforce any provision of these Terms and Conditions.
  - d. If any of the provisions of these Terms and Conditions are found to be unlawful, invalid or otherwise unenforceable by any court or other authority, that / those provision(s) shall be deemed severed from the remainder of these Terms and Conditions. The remainder of these Terms and Conditions shall be valid and enforceable.
  - e. We may revise these Terms and Conditions from time to time in response to changes in relevant laws and other regulatory requirements. If we change these Terms and Conditions at any time, we will give you at least 14 days written notice of the changes before they come into effect.
- 10. Breach of the Terms of Use
  - a. You agree fully to indemnify, defend and hold us, and our officers, directors, employees, agents, suppliers, harmless immediately on demand, from and against all claims, liabilities, damages, losses, costs and expenses including legal fees, arising out of any breach of the Terms of Use by you or any other liabilities arising out of your access and use of the website.
- 11. Limitation of Liability
  - a. You agree that your use of the website is at your sole risk.
    - b. We shall not be liable to you in contract, tort (including negligence), breach of statutory duty or otherwise arising for:
      - i. business interruption, loss of profits, revenue, business, data, opportunity, business information or goodwill; or
      - ii. indirect or consequential loss, arising out of, or in relation to, these Terms of Use, even if such losses are foreseeable or if we have been notified by you of the possibility of such losses.
    - c. We will not be responsible or liable to you for any loss of content or material uploaded or transmitted through the website and you confirm that we shall not be liable to you or any third party for any modification to, suspension of or discontinuance of the website.
    - d. We will not be liable for any breach of the Terms of Use if such a breach is caused by a matter beyond our reasonable control, including acts of God, internet failures, computer equipment failures, telecommunication equipment or other equipment failures, electrical power failures, fire, lightning, explosion, war, flood, industrial disputes, sabotage, severe weather, or acts of local or central Government or other competent authorities.
    - e. Nothing in the Terms of Use shall exclude or limit our liability for death or personal injury resulting from our negligence or any liability to the extent the same may not be excluded or limited as a matter of law.
- 12. Fraud
  - a. We reserve the right to seek criminal and contractual sanctions against you if you are involved in fraud, dishonest or criminal acts and will make such reports as necessary to the authorities.
  - b. You shall indemnify and shall be liable to pay us, on demand, all costs, charges or losses sustained or incurred by us (including any direct, indirect or consequential losses, loss of profit and loss of reputation) arising directly or indirectly from your fraud, dishonesty or criminal actions.
- 13. Disputes
  - a. If you wish to make a query or complaint regarding the website, as a first step you should, as soon as reasonably practicable, contact our Customer Support Team.
  - b. If, having spoken to a member of the 'Customer Support Team', your query or complaint is not resolved, you can ask for the query/complaint to be escalated to a manager or supervisor. Our

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manager/supervisor will investigate your query/complaint in more detail and contact you back with a resolution within 48 hours. You will be given the name and status of the person who your query/complaint has been referred to.

- c. Please note that any calls to our Customer Support Team or to our managers or supervisors may be monitored or recorded for training and quality management purposes and to assist us in quick and effective resolution of queries.
- 14. Severability
  - a. If any of the Terms of Use 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 and Conditions which will continue to be valid to the fullest extent permitted by law.
- 15. Waiver
  - a. No failure or delay by us in exercising any right under these Terms of Use shall operate as a waiver of this right. Similarly, any single or partial exercise of any right shall not preclude any further exercise of any of these rights or the exercise of any other right.
- 16. No Partnership, Agency, etc
  - a. Nothing in the Terms of Use shall be construed as creating any agency, partnership or any other form of joint enterprise between you and us.
- 17. Assignment, Transfer, etc
  - a. You may not assign, transfer, charge or otherwise deal in your rights and/or obligations under the Terms of Use without our prior written consent. We are entitled to assign, transfer, charge or otherwise deal in our rights under these Terms of Use as we see fit.
- 18. Third Party Rights
  - a. Unless expressly stated, nothing in the Terms of Use shall create or confer any rights or any other benefits whether pursuant to the Contracts (Rights of Third Parties) Act 1999 or otherwise in favour of any person other than you and us.
- 19. Law and Jurisdiction
  - a. These Terms of Use shall be governed by and interpreted in accordance with the laws of England and Wales and you irrevocably submit to the non-exclusive jurisdiction of the courts of England and Wales in relation to any dispute in relation to the Terms of Use.
- 20. Entire Agreement
  - a. The Terms of use and any document expressly referred to in them and any guidelines or rules posted on our website represent the entire agreement between us in relation to the subject matter of the Terms of Use and supersede any prior agreement, understanding or arrangement between us, whether oral or in writing.
  - b. You agree that you shall have no remedy in respect of any misrepresentation which has not become a term of these Terms of Use save that your agreement shall not apply in respect of any fraudulent or negligent misrepresentation, whether or not such term has become a term of the Terms of Use.