

## Terms and Conditions of Service

This page together with the documents referred to in it sets out the terms of business on which we supply any of the services (“Services”) referred to on our website at <http://www.lincolnsnookerclub.co.uk> (the “Sites”) to you. You should read these terms of business carefully and in full before ordering any Services from us via the Sites. By ordering any of our Services, you agree to be bound by these terms of business. Please print a copy of them and keep them safe for future reference.

Please use the method indicated on the relevant page of the Site to indicate that you accept them. If you do not accept these terms of business, you will not be able to order any Services from our site.

### 1. Who we are

[www.lincolnsnookerclub.co.uk](http://www.lincolnsnookerclub.co.uk) are websites operated by Lincoln Snooker Club, referred to throughout these terms of business as “we” or “us”.

### 2. Who you are

By placing an order through the Site, you warrant to us that:

- you are legally capable of entering into binding contracts;
- you are at least 18 years old;

### 3. Our contract

3.1 Once you have placed your order, we may send you an e-mail acknowledging receipt. Please note that this does not mean that we have accepted your order. Your order constitutes your offer to us to provide Services on your behalf. All orders are subject to acceptance by us (at our absolute discretion), and we will confirm our acceptance by sending you an e-mail stating that we have performed or will perform the Services.

3.2 The contract between us will relate only to the Services we agree to. We will not be obliged to supply any other Services which may have been part of your order until such time as we may confirm the same in the future.

### 4. Our relationship with third parties

Where we provide links on the Site to the websites of other organisations, (whether affiliated with us or not), we cannot give any undertaking that any goods you

purchase from third party sellers through the Site, or from companies to whose website we have provided a link on the Site, will be of satisfactory quality, and any such warranties are disclaimed by us absolutely. This disclaimer does not affect your statutory rights against the third party seller.

## **5. Consumer rights**

5.1 If you are contracting as a consumer, you may cancel a contract between us at any time within 14 calendar days from the day of the conclusion of the contract. If you do so, we will give you a full refund of the price paid for the Services, in accordance with our refunds policy which is set out below.

5.2 Your legal or statutory rights are not affected.

## **6. Our performance and termination**

6.1 If we are required to actively perform services on your behalf pursuant to the contract between us, we will perform those Services within the timeframe which we inform you or which is stated on the Site (but if we do not so inform you, within 28 days), unless there are exceptional circumstances.

6.2 Without prejudice to any other rights or remedies which we may have, we may terminate this agreement (including without limitation the removal of any directory listing, classified or other advertisement, or cancelling your membership of the Site generally) without liability to you and without refund of the price, immediately on giving notice to you if you should be in material breach of any of the terms of these terms and conditions and/or the Terms of Use on the Site.

## **7. Price and payment**

7.1 The price of any Services will be as quoted on the Site from time to time, except in cases of obvious error.

7.2 The prices quoted are exclusive of VAT (and the amount of additional VAT payable will be indicated to you, if you are required to pay VAT).

7.3 We may change our prices at any time, but any changes we make will not apply to orders we have already agreed to provide to you.

7.4 Services must be paid for in advance via one of the methods stated on the Site.

7.5 The particular membership packages or other services which form part of the Services will be as detailed on the Site and will depend on which option(s) you choose. We reserve the right not to provide certain services as part of certain packages or options, in the case of obvious error in the descriptions on the Site.

## 8. Our refunds policy

8.1 When you have cancelled the contract between us within the cooling-off period referred to above, we will process the refund due to you as soon as possible and, in any event, within 14 calendar days of the day you gave notice of your cancellation. We will refund the price of the Services to you in full.

8.2 We will refund any money received from you using the same method originally used by you to pay for your purchase.

## 9. Our liability

9.1 Our liability to you in connection with any Services purchased through the Site is strictly limited to the purchase price of the Services in question.

9.2 We do not exclude or limit in any way our liability to you:

- (a) for death or personal injury caused by our negligence;
- (b) for fraud or fraudulent misrepresentation;
- (c) for any matter in relation to which it would be illegal for us to exclude, or attempt to exclude, our liability.

9.3 We are not responsible for indirect losses which happen as a side effect of the main loss or damage and which are not foreseeable by you and us, including but not limited to:

- (a) loss of income or revenue;
- (b) loss of business;
- (c) loss of profits or contracts;
- (d) loss of anticipated savings;
- (e) loss of data; or
- (f) waste of management or office time however arising and whether caused by tort (including negligence), breach of contract or otherwise.

## **10. Communicating with you in writing**

In certain circumstances, the law requires that we must communicate with you in writing. When using the Site, you accept that our principal means of communicating with you will be electronic. We will contact you by e-mail or provide you with information by posting notices on the Site. For the purposes of your contract with us, you agree to our communicating with you by electronic means, and you acknowledge that any contracts, notices, information and other communications that we provide to you by those means comply with any legal requirements that such communications be in writing. Your statutory rights are not affected.

## **11. Notices**

11.1 Any notices you send to us must be given to us at [info@lincolnsnookerclub.co.uk](mailto:info@lincolnsnookerclub.co.uk)

11.2 We may give notice to you at either the e-mail or postal address you provide to us when you place your order, or in any of the ways specified below.

11.3 Notice will be deemed received and properly served:

- (a) immediately when posted on the Site;
- (b) 24 hours after an e-mail is sent;
- (c) 2 days after the date of posting of any letter.

11.4 In proving the service of any notice, it will be sufficient to prove:

- (a) in the case of a letter, that it was properly addressed, stamped and placed in the post;
- (b) in the case of an e-mail, that it was sent to the specified e-mail address of the addressee.

## **12. Transfer of rights and obligations**

12.1 The contract between us binds both you and us and our respective successors and assigns.

12.2 You may not transfer, assign, charge or otherwise dispose of any contract with us, or any of your rights or obligations arising under it, without our prior written consent.

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

## **13.** Events outside our control

13.1 We do not accept any liability for any failure to perform or delay in performing any of our obligations under a contract between us where such failure or delay is caused by events outside our reasonable control (“Force Majeure Event”).

13.2 A Force Majeure Event includes any act, event, non-happening, omission or accident beyond our reasonable control and includes in particular (but without limitation) strikes, lock-outs or other industrial action, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, 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, impossibility of the use of public or private telecommunications networks, or the acts, decrees, legislation, regulations or restrictions of any government.

13.3 Our performance of any contract with you 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.

## **14.** Waiver

A waiver by us of any of these terms of business shall not be effective unless it is expressly stated to be a waiver and is communicated to you in writing. No such waiver shall constitute a waiver of any other prior or subsequent breach and we shall not be affected by any delay, failure or omission to enforce or express forbearance granted in respect of any of your obligations.

## **15.** Severability

If the whole or any part of any provision of these terms of business is or becomes invalid, void or unenforceable for any reason, then it shall to the extent required be severed from these terms of business and rendered ineffective so far as is possible without modifying the remaining provisions, and shall in no way affect the validity or enforceability of any other provisions.

## **16.** Entire agreement

These terms of business and any document expressly referred to in them represent the entire agreement between us in relation to the subject matter of any contract

between us, and will supersede any prior agreement, understanding or arrangement between us, whether oral or in writing.

**17.** Our right to vary these terms of business

17.1 We have the right to vary these terms of business from time to time and we encourage you to revisit them periodically to ensure that you are fully aware of them at all times. Any changes are effective immediately upon posting to the Site. Your continued use of the Site constitutes your agreement to all such terms and any changes to them.

17.2 You will be subject to the policies and terms of business in force at the time that you order Services from us, unless any change to those policies or terms of business 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 terms of business before we provide the Services to you (in which case we have the right to assume that you have accepted the change, unless you notify us to the contrary within 7 working days of receipt of the Services).

**18.** Third party rights

These terms of business are not intended to create and shall not create any rights, entitlements, claims or benefits enforceable by any third party by virtue of the Contracts (Rights of Third Parties) Act 1999.

**19.** Law and jurisdiction

Contracts for the purchase of Services through the Site will be governed by English law. Any dispute arising from, or related to, such contracts (including non-contractual disputes or claims) shall be subject to the exclusive jurisdiction of the courts of England and Wales.