

Please read these terms and conditions carefully. By submitting your order through our website for purchase of our goods or digital content you are agreeing to the terms and conditions that appear below. You are also agreeing to be bound by our following terms:

- **Our Privacy Policy**
- **Our Licence for Digital Download when you are purchasing The Green Guide**
- **Our Acceptable Use Policy**
- **Our Cookie Policy**

These terms and conditions set out the basis on which you will purchase the goods or digital content from us via our website.

You will agree to pay the price indicated on the order page when you place your order. All prices include VAT. You must pay when your order is placed and there is no obligation on us unless payment is received when your order is placed.

It is the responsibility of the competent individual to use their own judgement when using any product. No representation or warranty, express or implied, is or will be made and no responsibility or liability is or will be accepted by the Sports Grounds Safety Authority in relation to the accuracy or completeness of the content of any product. Sports Grounds Safety Authority hereby expressly excludes, to the fullest extent permitted at law, any liability arising as result of use, application or reliance placed upon on the content of any product.

Our terms

- 1.1 **What these terms cover.** These are the terms and conditions on which we supply products to you, whether these are goods or digital content. You waive any right you might otherwise have to rely on any term endorsed upon, delivered with or contained in any of your documents that is inconsistent with these terms and conditions.
- 1.2 **Why you should read them.** Please read these terms carefully before you submit your order to us. These terms tell you who we are, how we will provide products to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms, please contact us to discuss.
- 2 **Information about us and how to contact us**
 - 2.1 **Who we are.** We are the Sports Grounds Safety Authority (referred to in this document as “**we**”, “**us**” or “**our**”) a public body in England and Wales. Our office is at East Wing 1st Floor, Fleetbank House, 2-6 Salisbury Square, London EC4Y 8JX.
 - 2.2 **How to contact us.** You can contact us by telephoning our customer service team at (0)207 930 6693 or by writing to us at info@sgsamail.org.uk.
 - 2.3 **How we may contact you.** If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order.
 - 2.4 **"Writing" includes emails.** When we use the words "writing" or "written" in these terms, this includes emails.

3 Our contract with you

- 3.1 **How we will accept your order.** Our acceptance of your order will take place when we email you to accept it, at which point a contract will come into existence between you and us.
- 3.2 **If we cannot accept your order.** If we are unable to accept your order, we will inform you of this and will not charge you for the product. This might be because the product is out of stock, because of unexpected limits on our resources which we could not reasonably plan for, because we have identified an error in the price or description of the product or because we are unable to meet a delivery deadline you have requested.
- 3.3 **Your order number.** We will assign an order number to your order and tell you what it is when we accept your order. It will help us if you can tell us the order number whenever you contact us about your order. When you purchase and download the digital content this will appear as a watermark along with your name and email address you provided to us in your order.

4 Our products

- 4.1 **Products may vary slightly from their pictures.** The images of the products on our website are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that a device's display of the colours accurately reflects the colour of the products. Your product may vary slightly from those images.
- 5 **Changes to the products.** We may change the product to reflect changes in relevant laws and regulatory requirements, and to implement technical adjustments and improvements, for example to address a security threat. These changes will not affect your use of the product.

6 Providing the products

- 6.1 **Delivery costs.** The costs of delivery will be as displayed to you on our website.
- 6.2 **When we will provide the products.**
- 6.2.1 **If the products are goods.** If the products are goods we will deliver them to you as soon as reasonably possible after the day on which we accept your order. During the order process we will let you know when we will provide the products to you.
- 6.2.2 **If the product is a one-off purchase of digital content.** We will make the digital content available for download by you as soon as we accept your order and receive your payment.
- 6.3 **We are not responsible for delays outside our control.** If our supply of the products is delayed by an event outside our control then we will contact you as soon as reasonably possible to let you know and we will take reasonable steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any products you have paid for but not received.
- 6.4 **Delivery.** We will deliver the goods to the location that you submit via our website during the ordering process only.

- 6.5 **Late delivery.** If we miss an agreed delivery deadline for any goods then you may treat the contract as at an end straight away if any of the following apply:
- 6.5.1 we have refused to deliver the goods; or
 - 6.5.2 you told us before we accepted your order that delivery within the delivery deadline was essential.
- 6.6 **Setting a new deadline for delivery.** If you have the rights under clause 6.5 to break the contract but do not wish to treat the contract as at an end straight away, or do not have the right to do so under clause 6.5, you can give us a new deadline for delivery, which must be reasonable and we will use reasonable endeavours to deliver the goods by the deadline.
- 6.7 **Ending the contract for late delivery.** If you do choose to treat the contract as at an end for late delivery under clause 6.5, you can cancel your order for any of the goods or reject goods that have been delivered. If you wish, you can reject or cancel the order for some of those goods (not all of them), unless splitting them up would significantly reduce their value. After that we will refund any sums you have paid to us for the cancelled goods and their delivery. If the goods have been delivered to you, you must post them back to us. We will pay the costs of postage. Please let us know by calling customer services on (0)207 930 6693 or emailing us at info@sgsamail.org.uk.
- 6.8 **When you become responsible for the goods.** A product which is goods will be your responsibility from the time we deliver the product to the address you gave us.
- 6.9 **When you own goods.** You own a product which is goods once we have received payment in full.
- 6.10 **What will happen if you do not give required information to us.** We may need certain information from you so that we can supply the products to you, for example, your address. If you do not give us this information within a reasonable time of us asking for it, or if you give us incomplete or incorrect information, we may either end the contract (and clause 11 will apply) or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We will not be responsible for supplying the products late if this is caused by you not giving us the information we need within a reasonable time of us asking for it.

7 Your rights to end the contract

- 7.1 **You may be able to end your contract with us.** Your rights when you end the contract will depend on what you have bought, whether there is anything wrong with it, how we are performing and when you decide to end the contract:
- 7.1.1 **If what you have bought is faulty or misdescribed you may have a legal right to end the contract** (or to get the product repaired or replaced or to get some or all of your money back);
 - 7.1.2 **If you want to end the contract because of something we have done or have told you we are going to do, see** clause 8;
 - 7.1.3 **If you have just changed your mind about the product, see** clause 9. You may be able to get a refund if you are within a statutory cooling-off period, but this may be

subject to deductions and you will have to pay the costs of return of any goods. This does not apply to digital content, see clauses 9.2 and 9.3.1 below.

7.2 **In all other cases if we are not at fault there is no right to change your mind.**

8 **Ending the contract because of something we have done or are going to do**

8.1 If you are ending a contract for a reason set out at 8.1.1 to 8.1.3 below the contract will end immediately and we will refund you in full for any products which have not been provided. The reasons are:

8.1.1 we have told you about an error in the price or description of the product you have ordered and you do not wish to proceed;

8.1.2 there is a risk that supply of the products may be significantly delayed because of events outside our control; or

8.1.3 you have a legal right to end the contract because of something we have done wrong.

9 **Exercising your right to change your mind if the Consumer Contracts Regulations 2013 applies to you**

9.1 For most products bought online you have a legal right to change your mind within 14 days and receive a refund if the Consumer Contracts Regulations 2013 applies to you.

9.2 **When you don't have the right to change your mind even if you are a consumer.** You do not have a right to change your mind in respect of digital products after you have started to download them.

9.3 **If the Consumer Contracts Regulations 2013 applies to you, how long do you have to change your mind?** How long you have depends on what you have ordered and how it is delivered.

9.3.1 **Have you bought digital content for download**, if so you have 14 days from the date of purchase to change your mind, however, once you click to download the digital content you will not have the right to change your mind. If we made the digital content available to you and you downloaded this immediately, and you agreed to this when ordering, you will not have a right to change your mind.

9.3.2 **Have you bought goods**, if so you have 14 days after the day you (or someone you nominate) receives the goods.

10 **How to end the contract with us**

10.1 **Tell us you want to end the contract.** To end the contract with us, please let us know by either calling customer services on (0)207 930 6693 or emailing us at info@sgsamail.org.uk. Please provide your name, home address, details of the order and, where available, your phone number and email address.

10.2 **Returning goods after ending the contract.** If you end the contract after goods have been dispatched to you or you have received them, you must return them to us. You must post them back to us at East Wing 1st Floor, Fleetbank House, 2-6 Salisbury Square, London EC4Y 8JX. Please let us know by either calling customer services on (0)207 930 6693 or emailing us at info@sgsamail.org.uk. If you are exercising your right to change your mind you must send off the goods within 14 days of telling us you wish to end the contract.

10.3 **When we will pay the costs of return.** We will pay the costs of return:

10.3.1 if the goods are faulty or misdescribed; or

10.3.2 if you are ending the contract because we have told you of an upcoming change to the goods or these terms, an error in pricing or description, a delay in delivery due to events outside our control or because you have a legal right to do so as a result of something we have done wrong,

in all other circumstances you must pay the costs of return.

10.4 **How we will refund you.** If you are entitled to a refund under this contract we will refund you the price you paid for the products including delivery costs, by the method you used for payment.

10.5 **When your refund will be made.** If you are entitled to a refund under this contract we will make any refunds due to you as soon as possible. If you are exercising your right to change your mind under clause 9 above in relation to goods your refund will be made within 14 days from the day on which we receive the goods back from you. For information about how to return goods to us, see clause 10.2.

11 **Our rights to end the contract**

11.1 **We may end the contract if you break it.** We may end the contract for a product at any time by writing to you if you do not make any payment to us when it is due and you still do not make payment within 7 days of us reminding you that payment is due.

11.2 **You must compensate us if you break the contract.** If we end the contract in line with clause 11.1 we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the contract.

12 **If there is a problem with the product**

12.1 **How to tell us about problems.** If you have any questions or complaints about the product, please contact us. You can telephone our customer service team at (0)207 930 6693 or write to us at info@sgsamail.org.uk.

12.2 **Summary of your legal rights.** If you are a consumer we are under a legal duty to supply products that are in conformity with this contract and nothing in these terms will affect your legal rights under the Consumer Rights Act 2015.

12.3 **Your obligation to return rejected goods.** If you wish to exercise your legal rights to reject goods you must post them back to us. We will pay the costs of postage. Please let us know by calling customer services on (0)207 930 6693 or emailing us at info@sgsamail.org.uk.

13 **Price and payment**

- 13.1 **Where to find the price for the product.** The price of the product (which includes VAT) will be the price indicated on the order pages when you placed your order. We try to ensure that the price of the product advised to you is correct. However please see clause 13.3 for what happens if we discover an error in the price of the product you order.
- 13.2 **We will pass on changes in the rate of VAT or other taxes or tariffs.** If the rate of VAT or other taxes or tariffs changes between your order date and the date we supply the product, we will adjust the rate of VAT or other taxes or tariffs that you are required to pay.
- 13.3 **What happens if we got the price wrong.** It is always possible that, despite our best efforts, some of the products we sell may be incorrectly priced. We will normally check prices before accepting your order so that, where the product's correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the product's correct price at your order date is higher than the price stated to you, we will contact you for your instructions before we accept your order.
- 13.4 **When you must pay and how you must pay.** We accept payment through PayPal. When you must pay depends on what product you are buying:
- 13.4.1 For **goods**, you must pay for the products before we dispatch them. We will not charge your credit or debit card until we dispatch the products to you.
- 13.4.2 For **digital content**, you must pay for the products before you download them.

14 **Our responsibility for loss or damage suffered by you**

- 14.1 Save where expressly provided, all conditions, warranties or other terms which might have effect between the parties or be implied or incorporated into this contract or any collateral contract, whether by statute, common law or otherwise, are hereby excluded to the maximum extent permitted by law.
- 14.2 Nothing in these conditions shall limit or exclude our liability for:
- 14.2.1 death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors (as applicable);
- 14.2.2 fraud or fraudulent misrepresentation;
- 14.2.3 breach of the terms implied by section 12 of the Sale of Goods Act 1979; or
- 14.2.4 defective products under the Consumer Protection Act 1987; or
- 14.2.5 any matter in respect of which it would be unlawful for us to exclude or restrict liability.
- 14.3 Subject to clause 14.1:
- 14.3.1 we shall under no circumstances whatsoever be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for:
- (a) any loss of profit;

- (b) any indirect or consequential loss;
- (c) loss of use;
- (d) loss of anticipated savings;
- (e) loss of business opportunity;
- (f) loss of contracts;
- (g) loss of goodwill; or
- (h) loss arising from damaged, corrupted or lost data,

arising under or in connection with this contract; and

14.3.2 our total liability to you in respect of all other losses arising under or in connection with this contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the price of the products plus delivery costs.

14.4 Both parties acknowledge and agree that sports ground owners and/or operators are responsible for their respective sports grounds and by selling the products we in no way assume liability for any costs, expenses, loss or damage (whether direct, indirect or consequential, and whether economic or other) arising from the use of the products.

14.5 This clause 14.5 will apply if you are a consumer under **the Consumer Rights Act 2015**

14.5.1 We are responsible to you for foreseeable loss and direct damage caused by us. If we fail to comply with these terms, we are responsible for direct loss or damage you suffer that is a foreseeable result of our breaking this contract, but we are not responsible for any indirect loss or damage or loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process. **Our total liability to you in respect of losses and damage arising under or in connection with this contract will in no circumstances exceed the price of the products plus delivery costs.**

14.5.2 **We do not exclude or limit in any way our liability to you where it would be unlawful to do so.** This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the products including the right to receive products which are: as described and match information we provided to you; supplied with reasonable skill and care; and for defective products under the Consumer Protection Act 1987.

14.5.3 We are not liable for business losses. We only supply the products to consumers for domestic and private use.

14.5.4 We have no liability to you for any indirect losses, loss of profit, loss of business, business interruption, or loss of business opportunity loss of use, loss of anticipated

savings, loss of business opportunity, loss of contracts and loss of goodwill arising under or in connection with this contract.

15 Intellectual property rights

15.1 You acknowledge that:

15.1.1 all Intellectual Property Rights in the products throughout the world belong to us;

15.1.2 all derivative works, including works generated or developed following the date of this contract which is based on the products or an underlying work in relation to this, throughout the world belong to us;

15.1.3 that rights in products are licensed (not sold) to you; and

15.1.4 that you have no intellectual property rights in, or to, the products other than the right to use the products in accordance with the terms of this contract.

15.2 You acknowledge that all rights not expressly granted to you in these terms are reserved to us.

15.3 In this contract the term “**Intellectual Property Rights**” means patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

16 How we may use your personal information

16.1 **How we may use your personal information.** We will only use your personal information as set out in Our Privacy Notice <https://sgsa.org.uk/privacy-and-cookies/>.

16.2 Each party may disclose the other party’s confidential information:

16.2.1 to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the party’s rights or carrying out its obligations under or in connection with this contract. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party’s confidential information comply with this Clause 16.2; and

16.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

16.3 No party shall use any other party’s confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this contract.

17 Other important terms

- 17.1 Both parties to this contract shall comply with all applicable laws in performing its obligations and exercising its rights under this contract.
- 17.2 This contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this contract. The rights of the parties to rescind or vary this contract are not subject to the consent of any other person.
- 17.3 **We may transfer this contract to someone else.** We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.
- 17.4 **You need our consent to transfer your rights to someone else.** You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.
- 17.5 **If a court finds part of this contract illegal, the rest will continue in force.** Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 17.6 **No variation** of this contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
- 17.7 **Even if we delay in enforcing this contract, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.
- 17.8 Nothing in this contract is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.
- 17.9 The contract, Our Privacy Policy, Our Acceptable Use Policy, Our Cookie Policy and Our Licence constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 17.10 Each party acknowledges that in entering into this contract it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this contract.
- 17.11 Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this contract.
- 17.12 **Which laws apply to this contract and where you may bring legal proceedings.** These terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts. If you are a consumer under **the Consumer Rights Act 2015** and you live in Scotland you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.