

# TERMS & CONDITIONS

## **ORDERS & DELIVERY TIMES**

Sylvans SC will only make orders available for collection from the club house.

The receipt of an e-mail order confirmation does not constitute the acceptance of an order or a confirmation of an offer to sell. Sylvans SC reserve the right, without prior notification, to limit the order quantity on any item and/or refuse service to any customer. Verification of information may be required prior to the acceptance of any order.

Mini Kit orders are normally processed within 3-4 business days. Orders marked placed before 5pm on a Wednesday should be available to collect the following Saturday during Minis training times. Your order confirmation email should be provided upon collection as a means of identification.

If there is a problem with your order, you will receive a call or email within 2-4 business days from the time the order was placed.

Occasionally, items may not be available at the time of your order. If we are unable to complete your order you will be notified. You will then have the option to cancel the order or place the item on back order.

We are not obligated to carry any item that has been discontinued by a manufacturer. All items are subject to availability. As the manufacturers' product lines change, our product line changes also.

## **PRICES**

All products listed in this website will be the price you pay.

All prices are subject to change and in certain circumstances. We apologize for any discrepancies caused by typographical errors and reserve the right to correct them. We are not obligated to sell items at mis-marked prices.

We apologize and make every effort to avoid these errors.

### **RETURNS/EXCHANGE POLICY**

The return/exchange of merchandise can be made within 14 days of receipt with prior approval ONLY - PLEASE EMAIL US SEPARATELY TO ARANGE A REPLACEMENT. NO merchandise can be returned or exchanged once installed/used.

You MUST EMAIL FIRST before returning/exchanging an item. Items returned/exchanged without prior authorization WILL NOT be accepted or credited. The merchandise must be returned/exchanged in sellable condition. Returned/exchanged merchandise shipping cost will be paid for by the customer and all merchandise is subject to a minimum 5% restocking cost or actual restocking charge from the manufacturer, whichever is greater.

Discontinued or closeout items CANNOT be returned/exchanged, no exception. Once a return/exchange authorization is issued, the return/exchange must be in possession of Sylvans SC. within 7 business days. An exchange is considered to be a return and will be subject to the same terms.

Mistakes and errors do occur, and we promise we will make every reasonable effort to correct the problem.

Your cooperation is greatly appreciated.

#### **COPYRIGHT**

All images are the copyright of Sylvans SC.

You are not permitted to use these images, only when expressly authorised in writing by Sylvans SC. You will not assist or facilitate with any third party to, copy, reproduce, transmit, distribute, frame, commercially exploit or create derivative works of such images unless authorised in writing by Sylvans SC.

#### **PAYMENT**

We only accept or issue payments via PayPal.

#### PRIVACY POLICY

Sylvans SC respect your privacy and only collect the information necessary to facilitate the delivery of our products to our customers. All information is kept confidential and secured. We may periodically send emails to our customers if subscribed informing them of updates and latest offers.

Our Website has security measures in place to protect the loss, misuse and alteration of the information under our control.

Certain areas of our Website use industry standard SSL to encrypt sensitive data, like your billing address. We record IP addresses of persons submitting orders to aid fraud prevention and will disclose any information necessary to fully co-operate with law enforcement authorities in investigating suspected lawbreakers.

We collect Contact and Delivery information (e.g. name, billing address, delivery address and email address).

The Customer's Contact and Delivery information is used to get in touch with the Customer when necessary and to supply products as ordered. A cookie is a piece of data stored on the user's hard drive containing information about the user.

You will be responsible for all activities and orders that occur or are submitted under your password. If you know or suspect that someone else knows your password you should notify us by contacting us immediately by emailing <a href="mailto:info@sylvanssc.org">info@sylvanssc.org</a>

## **PRIVACY NOTICE**

## Data held and purpose

Sylvans hold your child's name, address and date of birth so we can register your child to play football at Sylvans and place them in an appropriate training group. If you do not provide your child's details we will not be able to process their registration to the Club.

We hold your child's personal data to be able to run Sylvans and to arrange matches. Our lawful basis for processing your child's personal data is that we have a contractual obligation to your child as a member of the Club to provide the services you are registering for.

We hold your address, mobile number and your email address so the coaches can contact you regarding training/matches or as an emergency contact if your child is injured at training/matches.

We hold any relevant medical information so that the coaches can be aware of any issues that might arise at training/matches. This information is classed as special category personal data and is collected for your child's health, welfare, wellbeing and safeguarding. This data is held with your specific consent.

## Where is this data held and who has access to it?

Sylvans is the data controller, responsible for the processing of any personal data you give us. Sylvans take reasonable care to keep the information secure and to prevent any unauthorised access to or use of it.

The data is held on a private administration part of the Sylvans website and is collated and summarised so that it can be passed on to the coaches. The people who have access to this data are the Committee, the Treasurer who ensures that subs have been paid for each child and the coaches so they are aware of the players registered in their age group.

Where your child plays in a GFA league, their data will be passed on to the GFA to register for those leagues via the Whole Game System database, which is administered by the FA. The data stored on this System is subject to their privacy policy which is available to view on their website.

#### Explicit consent

We are asking for your explicit consent to seek, hold and process your child's data, and to pass on your child's data to the GFA where they participate in a GFA league.

## Right to refuse/withdraw consent, or request rectification or erasure of data

It is your right to refuse or withdraw consent to process your child's data at any time. You should write to the Committee at Sylvans SC stating explicitly which element of data handling/processing you wish to withdraw or not consent to.

You also have the right to request rectification or erasure of data. Again the request should be made in writing, as above, with specific reference to the data you wish to rectify or erase. How long is data held?

Your child's data is held while your child remains registered at Sylvans SC. If your child does not register at Sylvans at the start of the next season, their data will be deleted.

## Data breaches

Any concerns or breaches of data protection should be referred to the Committee.

## Data subject access requests U18:

It is your right to request access to all data being held or processed about your child. The request should be made in writing to the Committee.

Information for those Under the age of 18:

Child's Name:

Postal Address:

Date of birth/ year group:

School:

Parent/guardian mobile number:

Parent/guardian email address:

Relevant medical condition:

By accepting these terms, you are consenting to Sylvans collecting and holding this data on behalf of your child as detailed below.

You agree to the above data being collected and held in relation to your child You agree to your child's data being passed to the GFA where my child participates in a GFA league

## Photographs and video

Sylvans follow the FA guidelines for taking images of players. These can be found on our website www.sylvanssc.org. By accepting these terms, you are consenting to Sylvans taking images of your child for use on the Club's social media.

You consent to Sylvans taking photos/videos of your child while involved in football related activities for use on the Club's Social Media sites and/or for training purposes

### **CONSENT**

As a parent or guardian, you are consenting to your son/daughter participating in Sylvans Sports Club events and agree to the conditions outlined above. You accept that it is your responsibility to inform the Club in writing of any relevant changes to the information provided below. You give consent to the information contained in this form being retained by Sylvans Sports Club. This information will not be distributed to any third party.

## Data subject access requests Adults:

It is your right to request access to all data being held or processed about you. The request should be made in writing to the Committee.

Information for those over the age of 18:

Name:

Mobile number:

Email address:

By accepting these terms, you are consenting to Sylvans collecting and holding this data on your behalf.

You agree to the above data being collected and held

You agree to your data being passed to the GFA where you participate in a GFA league

### Photographs and video

Sylvans follow the FA guidelines for taking images of players. These can be found on our website www.sylvanssc.org. By accepting these terms, you are consenting to Sylvans taking images for use on the Club's social media.

You consent to Sylvans taking photos/videos while involved in football related activities for use on the Club's Social Media sites and/or for training purposes

#### CONSENT

You are consenting to participating in Sylvans Sports Club events and agree to the conditions outlined above. You accept that it is your responsibility to inform the Club in writing of any relevant changes to the information provided below. You give consent to the information contained in this form being retained by Sylvans Sports Club. This information will not be distributed to any third party.

DISCLAIMER TO THE FULLEST EXTENT PERMITTED AT LAW, SYLVANS SC. IS PROVIDING THIS WEB SITE AND ITS CONTENTS ON AN "AS IS" BASIS AND MAKES NO (AND EXPRESSLY DISCLAIMS ALL) REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THIS WEB SITE OR THE INFORMATION, CONTENT, MATERIALS OR PRODUCTS INCLUDED IN THIS SITE INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN ADDITION, SYLVANS SC. DOES NOT REPRESENT OR WARRANT THAT THE INFORMATION ACCESSIBLE VIA THIS WEB SITE IS

ACCURATE, COMPLETE OR CURRENT. PRICE AND AVAILABILITY INFORMATION IS SUBJECT TO CHANGE WITHOUT NOTICE. EXCEPT AS SPECIFICALLY STATED ON THIS WEB SITE, TO THE FULLEST EXTENT PERMITTED AT LAW, NEITHER SYLVANS SC. NOR ANY OF ITS AFFILIATES, DIRECTORS OR OTHER REPRESENTATIVES WILL BE LIABLE FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE USE OF THIS WEB SITE OR THE INFORMATION, CONTENT, MATERIALS OR PRODUCTS INCLUDED ON THIS SITE. THIS IS A COMPREHENSIVE LIMITATION OF LIABILITY THAT APPLIES TO ALL DAMAGES OF ANY KIND, INCLUDING (WITHOUT LIMITATION) COMPENSATORY, DIRECT, INDIRECT OR CONSEQUENTIAL DAMAGES, LOSS OF DATA, INCOME OR PROFIT, LOSS OF OR DAMAGE TO PROPERTY AND CLAIMS OF THIRD PARTIES. FOR THE AVOIDANCE OF DOUBT, SYLVANS SPORTS CLUB LBG DOES NOT LIMIT ITS LIABILITY FOR DEATH OR PERSONAL INJURY TO THE EXTENT ONLY THAT IT ARISES AS A RESULT OF THE NEGLIGENCE OF SYLVANS SC, ITS AFFILIATES, DIRECTORS OR OTHER REPRESENTATIVES. MERCHANDISE SOLD BY SYLVANS SC IS GUARANTEED BY THE MANUFACTURER OF THE PRODUCT UNDER THEIR OWN TERMS OF WARRANTY. CLAIM CONSIDERATION WILL BE MADE IN A QUICK AND JUST FASHION BY THE MANUFACTURER. THE PARTS MANUFACTURER IS SOLELY RESPONSIBLE FOR ANY DAMAGES TO PERSON OR PROPERTY CAUSED FROM ANY DESIGN, MANUFACTURING, TESTING AND USE OF THEIR PRODUCTS AND WE DO NOT ACCEPT AND LIABILITIES FOR SUCH DAMAGES. WE SHALL NOT BE LIABLE FOR CONSEQUENTIAL DAMAGES.