

Rugby4cast – Website Terms and Conditions of Use

1. About our Terms

1.1 These Terms explain how you may use www.rugby4cast.co.uk (the Site) which is provided by us free of charge and www.rugby4cast.co.uk/members (the Membership dashboard) which is provided upon payment of the membership subscription fee. For the purposes of these terms, the 'Site' shall refer to both the Site and Membership dashboard together.

1.2 You should read these Terms carefully before using the Site.

1.3 By accessing or using the Site or otherwise indicating your consent, you agree to be bound by these Terms and the documents referred to in them.

1.4 If you do not agree with or accept any of these Terms, you should stop using the Site immediately. Your use of the Site means that you must also comply with our Privacy policy and our Terms of Service, where applicable.

1.5 If you have any questions about the Site or these Terms, please contact us by e-mail at support@rugby4cast.co.uk or by any contact form on the Site.

2. Definitions

Content

means any text, images, video, audio or other multimedia content, software or other information or material submitted to or on the Site;

Terms

means these terms and conditions of use as updated from time to time;

Privacy policy

means the policy at <https://Rugby4cast.co.uk/policies/privacy> which governs how we process any personal data collected from you;

Site

has the meaning given to it in clause 1.1;

Terms of Service

means the terms and conditions <https://Rugby4cast.co.uk/policies/terms>.

We, us or our

means Rugby4cast, a sole-trading entity operating in London, UK; and

You or your

means the person accessing or using the Site or its Content.

3. Using the Site

3.1 You agree that you are solely responsible for:

3.1.1 all costs and expenses you may incur in relation to your use of the Site; and

3.1.2 keeping your password and other account details confidential.

3.2 We may prevent or suspend your access to the Site if you do not comply with any part of these Terms, any terms or policies to which they refer or any applicable law.

4. Ownership, use and intellectual property rights

4.1 This Site and all intellectual property rights in it including but not limited to any Content are owned by us, our licensors or both (as applicable). Intellectual property rights means rights such as: copyright, trademarks, domain names, design rights, database rights, patents and all other intellectual property rights of any kind whether or not they are registered or unregistered (anywhere in the world). We and our licensors reserve all of our and their rights in any intellectual property in connection with these Terms. This means, for example, that we and they remain owners of them and free to use them as we and they see fit.

4.2 Nothing in these Terms grants you any legal rights in the Site other than as necessary to enable you to access the Site. You agree not to adjust to try to circumvent or delete any notices contained on the Site (including any intellectual property notices) and in particular in any digital rights or other security technology embedded or contained within the Site.

5. Accuracy of information and availability of the Site

5.1 While we try to make sure that the Site is accurate, up-to-date and free from bugs, we cannot promise that it will be. Any reliance that you may place on the information on this Site is at your own risk.

5.2 We may suspend or terminate operation of the Site at any time as we see fit.

5.4 While we try to make sure that the Site is available for your use, we do not promise that the Site is available at all times nor do we promise the uninterrupted use by you of the Site.

6. Hyperlinks and third-party sites

The Site may contain hyperlinks or references to third party websites other than the Site. Any such hyperlinks or references are provided for your convenience only. We have no control over third party websites and accept no legal responsibility for any content, material or information contained in them. The display of any hyperlink and reference to any third-party website does not mean that we endorse that third party's website, products or services. Your use of a third-party site may be governed by the terms and conditions of that third-party site.

7. Limitation on our liability

7.1 Except for any legal responsibility that we cannot exclude in law (such as for death or personal injury), we are not legally responsible for any:

7.1.1 losses that:

- (a) were not foreseeable to you and us when these Terms were formed; or
- (b) that were not caused by any breach on our part

7.1.2 business losses; and

7.1.3 losses to non-consumers.

8. Events beyond our control

We shall have no liability to you for any breach of these Terms caused by any event or circumstance beyond our reasonable control including, but not limited to, strikes, lock-outs or other industrial disputes; breakdown of systems or network access; or flood, fire, explosion or accident.

9. Rights of third parties

No one other than a party to these Terms has any right to enforce any of these Terms.

10. Variation

These Terms are dated October 2019. No changes to these Terms are valid or have any effect unless agreed by us in writing. Please be advised that we may update these Terms from time-to-time without notice to you. Our updated terms will be displayed on the Site and by continuing to use and access the Site following such changes, you agree to be bound by any variation made by us. As a result, we suggest you revisit these Terms on a regular basis.

11. Disputes and Governing Law

11.1 We will try to resolve any disputes with you quickly and efficiently. If you are unhappy with us please contact us as soon as possible.

11.2 If you and we cannot resolve a dispute using our complaint handling procedure, we will:

11.2.1 let you know that we cannot settle the dispute with you; and

11.2.2 give you certain information required by law about alternative dispute resolution options.

11.3 The laws of England and Wales shall govern any disputes arising out of these Terms. If you want to take court proceedings, the relevant courts of England and Wales will have exclusive jurisdiction in relation to these Terms.

12. Memberships

You may order any of our Membership packages through the Site. When you submit your order, you will automatically be redirected to our PayPal payment gateway. You can pay by Credit Card/Debit Card or by using a PayPal account. You do not need to have a PayPal account to make a purchase. Once you have submitted your payment details, you will automatically be redirected back to the Site followed by a confirmation email where you can login in to your Dashboard.

13. Cancellations & Refunds

You can cancel your membership at any time before accessing your membership and receive a full 100% refund, minus an admin fee of 15 USD. If you have accessed your membership dashboard and the Content inside, no refunds are permitted.