

# TERMS OF USE

## NICETRI, ST. NEOTS TRIATHLON CLUB

Nicetri is a not-for-profit sports club that charges membership fees.

*NOTE: It is entirely separate from and not to be confused with Nicetri Events, which operated several commercial sports events in the Cambridgeshire/Bedfordshire area. We cannot respond to queries about Nicetri Events*

This section of the site contains terms of use for

- General Terms & Conditions (website & newsletters)
- Terms relating to the sale of Merchandise

Our privacy policy and GDPR policy can be seen on our website as a separate document.

Our complaints procedure can be found within the privacy policy

It is your responsibility to read these terms and conditions before use or registration on this site.

# PARTICIPATION RESPONSIBILITY STATEMENT

## GENERAL TERMS & CONDITIONS

Nicetri Club is a not-for-profit sports club organisation. These Terms and Conditions govern your use of Nicetri Club website (the “Site”) and your relationship with Nicetri (the “Club”, “we” or “us”). Please read them carefully as they affect your rights and liabilities under the law. If you do not agree to these Terms and Conditions, please do not register for or use the Site.

### 1. USE OF THE SITE

1.1 The Site is provided to you for your personal use subject to these Terms and Conditions. By using the Site, you agree to be bound by these Terms and Conditions. References to these Terms and Conditions include the Sale of Goods Terms.

### 2. AMENDMENTS

2.1 We may update these Terms and Conditions from time to time for legal or regulatory reasons or to allow the proper operation of the Site. Any changes will be notified to you via the e-mail address provided by you on registration or via a suitable announcement on the Site. The changes will apply to the use of the Club Site after we have given notice. If you do not wish to accept the new Terms and Conditions you should not continue to use the Site. If you continue to use the Site after the date on which the change comes into effect, your use of the Site indicates your agreement to be bound by the new Terms and Conditions.

### 3. REGISTRATION

3.1 To register on the Site you must be over eighteen years of age.

3.2 You must ensure that the details provided by you on registration or at any time are correct and complete.

3.3 You must inform us immediately of any changes to the information that you provided when registering by updating your personal details in order that we can communicate with you effectively.

3.4 By registering on the Site you expressly confirm that you have read and understood the terms of the Nicetri Participation Responsibility Statement and agree to its terms. A copy of the Nicetri Participation Responsibility Statement is located above. Please note that the terms of the Nicetri Participation Responsibility Statement include exclusions / limitations of liability and therefore need to be read carefully.

## 4 PASSWORD AND SECURITY

4.1 You may register for this site, in the shop to buy membership and merchandise. In both cases, when you register for to use the Site you will be asked to create a password. In order to prevent fraud, you must keep this password confidential and must not disclose it or share it with anyone. If you know or suspect that someone else knows your password you should change it immediately, by logging on to your profile. If you forget your password or username, prompts are available.

4.2 If we have reason to believe that there is likely to be a breach of security or misuse of the Site, we may require you to change your password or we may suspend your account.

## 6 YOUR USE OF THE SITE

6.1 You may not use the Site for any of the following purposes:

- disseminating any unlawful, harassing, libellous, abusive, threatening, harmful, vulgar, obscene, or otherwise objectionable material or otherwise breaching any laws;
- transmitting material that encourages conduct that constitutes a criminal offence, results in civil liability or otherwise breaches any applicable laws, regulations or code of practice;
- interfering with any other person's use or enjoyment of the Site; or
- making, transmitting or storing electronic copies of materials protected by copyright without the permission of the owner.

6.2 You will be responsible for our losses and costs resulting from your breach of this clause 6.

## 7 AVAILABILITY OF THE SITE

7.1 Although we aim to allow you the best possible access to the site, we make no promise that the services at the Site will meet your requirements. We cannot guarantee that the service will be fault-free. If a fault occurs in the service you should report it via the Nicetri Facebook group and we will attempt to correct the fault as soon as we reasonably can.

7.2 Your access to the Site may be occasionally restricted to allow for repairs, maintenance or the introduction of new facilities or services. We will attempt to restore the service as soon as we reasonably can.

## 8 THE CLUB'S RIGHT TO SUSPEND OR CANCEL YOUR REGISTRATION

8.1 We may suspend or cancel your registration immediately at our reasonable discretion or if you breach any of your obligations under these Terms and Conditions.

8.2 You can cancel your registration at any time please contact us by the contact page on our website [Contact Us | NiceTri Club St Neots \(nicetri-club.co.uk\)](https://www.nicetri-club.co.uk/contact-us)

8.3 The suspension or cancellation of your registration and your right to use the Site shall not affect either party's statutory rights or liabilities.

## 9 THE CLUB'S LIABILITY

9.1 The Site provides content from other Internet sites or resources and we try to ensure that material included on the Site is correct, reputable and of high quality, it does not make any warranties or guarantees in relation to that content. If we are informed of any inaccuracies in the material on the Site we will attempt to correct the inaccuracies as soon as we reasonably can.

9.2 If we are in breach of these Terms & Conditions, we will only be responsible for any losses that you suffer as a result to the extent that they are a foreseeable consequence to both of us at the time you make the relevant order. Our liability shall not in any event include business losses such as lost data, lost profits or business interruption.

9.3 This clause 9 shall not limit or affect our liability resulting from any products sold through the Site being found to be unsafe or unsatisfactory or if something we do in relation to those products negligently causes death or personal injury.

## 10 THIRD PARTY WEBSITES

10.1 As a convenience to customers, the Site includes links to other club and venue web sites or material which are beyond its control. We are not responsible for content on any site outside the Site.

## 11 ADVERTISING AND SPONSORSHIP

Part of the Site may contain advertising and sponsorship. Advertisers and sponsors are responsible for ensuring that material submitted for inclusion on the Site complies with relevant laws and codes. We will not be responsible to you for any error or inaccuracy in advertising and sponsorship material.

## 12 APPLICABLE LAW

These terms and conditions will be subject to the laws of England. We will try to solve any disagreements quickly and efficiently. If you are not happy with the way we deal with any disagreement and you want to take court proceedings, you must do so within England.

## 14 MISCELLANEOUS

You may not transfer any of your rights under these Terms and Conditions to any other person. We may transfer our rights under these Terms and Conditions to another business where we reasonably believe your rights will not be affected.

If you breach these Terms and Conditions and the Club chooses to ignore this, we will still be entitled to use our rights and remedies at a later date or in any other situation where you breach the Terms and Conditions.

We shall not be responsible for any breach of these Terms and Conditions caused by circumstances beyond our reasonable control.

The Site is owned and operated by the not-for-profit Nicetri Club, our contact address is 1 Pippin Close, Offord D'Arcy, Cambs PE19 5RF

## TERMS RELATING TO THE SALE OF MERCHANDISE PRICES

Your order is an offer to buy from us. There will be no contract of any kind between you and us unless and until we actually dispatch the goods to you. At any point up until then, we may decline to supply the goods to you without giving any reason. At the moment that the goods are dispatched, a contract will be made between you and us.

The prices payable for the items that you order are clearly set out on the Site. If, by mistake, we have under-priced an item, we will not be liable to supply that item to you at the stated price provided that we notify you before we dispatch the item concerned.

All prices are expressed inclusive of any VAT payable unless otherwise stated.

## AVAILABILITY

If for any reason beyond our reasonable control, we are unable to supply a particular item, we will not be liable to you except to ensure that you are not charged for that item. Please note that we may attempt to deliver substitute lines should selected lines be unavailable unless you request us not to do so.

We sometimes sell made-to-order items direct from this site. These terms relate to items supplied to you through the Company Site and should be read in conjunction with the General Terms & Conditions which shall also apply.

#### DELIVERY – IN STOCK ITEMS

Delivery will be made to the address specified by you on the completed order form, or by collection at a club activity

Whilst we make every effort to deliver all your goods in the agreed time, we will not be liable if we fail to do so in part or in full due to circumstances beyond our control.

#### RETURNS OF NON-PERISHABLE ITEMS

We hope you will be happy with your purchase. However, should you feel it necessary to return a non-perishable item, you may cancel the contract for the purchase by contacting us on [Contact Us | NiceTri Club St Neots \(nicetri-club.co.uk\)](mailto:Contact Us | NiceTri Club St Neots (nicetri-club.co.uk)) within seven working days of delivery of the items to you. You should then return the relevant item to us in secure packaging.

Made-to-order event merchandise is non-returnable.

You will be responsible for the cost of returning any item to us unless the item is defective or we have delivered the item to you in error or as a substitute. The item should be returned to us in its original condition. If we do not receive the item back from you, we may arrange for collection of the item from you at your cost.

When we receive notice of cancellation of your contract for any item, we will refund the price paid by you for that item or at your request if the item is defective will repair the item or supply you with a replacement item.