

Terms & Conditions.

Please read our Terms & Conditions carefully before using this website.

Consent.

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This website is operated by Pro:Direct Sport Ltd and its subsidiaries and affiliates (collectively, "us", "we" or " Pro:Direct Sport Ltd").

By accessing or using Pro:Direct Sport Ltd websites or services, or the mobile versions of either, (collectively the "Website") you signify that you have read, understand and agree to be bound by these Terms of Use ("Terms of Use" or "Agreement") and any other applicable law, whether or not you are a registered member of Pro:Direct Sport Ltd. Pro:Direct Sport Ltd may change these Terms of Use at any time without notice, effective upon its posting to the Website. You agree to review these Terms of Use regularly to make yourself aware of any changes. Your continued use of the Website shall be considered your acceptance to the revised Terms of Use. If you do not agree to these Terms of Use, please do not use this Website.

You may wish to open these terms and conditions in another browser window so you may print them out.

Ownership and Operation.

Pro:Direct Sport is operated by Pro:Direct Sport Limited ("Pro:Direct Sport". Pro:Direct Sport is a company incorporated in England and Wales, VAT number GB115152945, company number 04245687. Our registered office is at Torre House, Shaldon Rd, Newton Abbot, Devon, England TQ12 4PQ

Registration.

You will need to register with Pro:Direct Sport to place an order for products through this website.

In return for permitting you to use any of the Pro:Direct Sport websites and benefiting from our services, you agree that any information you provide to us about yourself at any time will be true, accurate, current and complete and that you will ensure that this information is kept accurate and up to date. If incorrect information is supplied, any contractual obligation Pro:Direct Sport has is immediately null and void.

Conditions of Registration.

If you are under 18, you must ask your parents or guardians before you:

- Email Pro:Direct Sport or post a website comment;
- Request Pro:Direct Sport e-mail anything to you;
- Send in any information to Pro:Direct Sport;
- Purchase anything online.

By continuing to use this website and any of the services offered, you are confirming that you have received the consent of your parents or legal guardian. PLEASE NOTE: that all minors are recommended to discuss these terms and conditions with their parents before they complete the registration process.

Copyright.

You acknowledge and agree that all content included on this website including, but not limited to, website design, text, graphics, audio clips, visual clips, logos, button icons and the selection and arrangement thereof shall remain at all times vested in Pro:Direct Sport or its content suppliers and is protected by UK and international copyright laws. You are permitted to use this material only as expressly authorised by the applicable rights holder. Subject to the foregoing, the page headers, custom graphics and button icons are (unless indicated otherwise) service marks, trademarks, and/or trade dress of Pro:Direct Sport.

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Notification of Copyright Infringement.

Pro:Direct Sport will, in appropriate circumstances, terminate the accounts of users who infringe the intellectual property rights of others. If you believe that your work has been used or copied in a way that constitutes copyright infringement, please provide our Legal Department with a notice (containing the following elements.

- A physical or electronic signature of the person authorised to act on behalf of the owner of the copyright interest that is alleged to have been infringed;
- A description of the copyrighted work or works that you claim have been infringed and which you request to be removed from the site;
- A description of the location of the material that you claim is being infringed;
Information sufficient to permit Pro:Direct Sport to contact you, such as your physical address, telephone number and e-mail address;
- A statement by you that you have a good faith belief that the use of the material identified in your Notice in the manner complained of is not authorised by the copyright owner, its agent, or the law;
- A statement by you that the information in your Notice is accurate and that you are the copyright owner or are authorised to act on the copyright owner's behalf.

You can notify Pro:Direct Sport of any claims of copyright infringement at the following address:

Pro:Direct Sport, Shaldon Road, Newton Abbot, Devon TQ12 4PQ

Trademarks.

You acknowledge and agree that trade marks included on this website shall remain at all times vested in, Pro:Direct Sport or any third party licensing use thereof to Pro:Direct Sport (as applicable). You further undertake not to use any such trade marks without the prior written consent of Pro:Direct Sport Limited, Pro:Direct Sport Trademarks or Third Party Trademarks without the prior written consent of Pro:Direct Sport or such third parties as own the applicable trade mark. The Pro:Direct Sport logo is an official trade mark of Pro:Direct Sport and is the subject of extensive trade mark registration worldwide.

For further information on intellectual property matters contact us: Pro:Direct Sport, Shaldon Road, Newton Abbot, Devon TQ12 4PQ

Content supplied by users.

If you send communications or materials to this website by electronic mail or otherwise, concerning any comments, questions, suggestions or the like, all such communications are, and will be treated as, non-confidential and non-proprietary. Thus, you give up any claim that any use of such material infringes any of your rights including without limitation moral rights, proprietary rights or any other right, including the right to approve the way in which Pro:Direct Sport uses such material.

Any material submitted to this website, may be adapted, broadcast, changed, copied, disclosed, licensed, performed, posted, published, sold, transmitted or used on a royalty free basis by Pro:Direct Sport anywhere in the world, in any medium, in perpetuity.

Please note: that this provision does not relate to any personal data that you submit which will be dealt with in accordance with the provisions of Pro:Direct Sport's 'Privacy Policy' which is part of these Terms and Conditions.

Amending the Terms and Conditions of use.

Pro:Direct Sport reserve the right to add to, amend, change or remove any part of these Terms and Conditions at any time. When material changes are made to the Terms and Conditions, a notice will be published on the home page of the Pro:Direct Sport website notifying users that such changes have been made. By continuing to use this website after the publication of such a notice, you are indicating your acceptance of those changes.

Pro:Direct Sport may add, change, discontinue, remove or suspend any other content displayed on this website, including features and specifications of products and services described or depicted on the website, temporarily or permanently, at any time, without notice and without liability.

Privacy.

Pro:Direct Sport treat customer privacy extremely seriously. Our Privacy Policy provides details about the type of information we may collect from you and details of how we may use this information. You are asked to read our Privacy Policy, which forms a part of these Terms and Conditions and sets out the way in which your personal data is handled by Pro:Direct Sport.

Site Usage.

You agree that you will only use our website in a way which is consistent with the Terms and Conditions and which complies with applicable laws and regulations. In particular you agree that you will not use this website to upload or send any material which contains software viruses or other codes, files or programs designed to interrupt, destroy or limit the functionality of any computer software, hardware or telecommunications equipment or in any other manner which would interfere with or disrupt this website. You acknowledge that this website and any goods that you obtain from our website are provided for your personal use only and may not be used for any commercial purposes or distributed commercially without our permission.

Images.

The majority of the product images displayed on Pro:Direct Sport websites and in advertisements and catalogues have been created by our own professional team of photographers, as most product is initially sold on a Pre-Order basis the image may display the manufacturer's sample, the final released product may have slight differences in terms of colour or pattern. Once the final released product is received at PDS if we notice any differences to the sample the product will be re-shot and image changed on the websites.

Disclaimer: Whilst every effort is made to ensure product images and descriptions are correct when submitted on PDS websites we will not be held responsible for any changes made by the manufacturers. Please though read our FAQ's on what to do if you are unhappy with a product you have received.

Links.

Pro:Direct Sport may provide links to websites owned by Pro:Direct Sport and associated companies from time to time and/or websites that are owned by third parties that are not connected with Pro:Direct Sport including other websites owned by Pro:Direct Sport Limited. All links are provided for your convenience only. Access to websites that are owned by third parties is at your own risk and none of Pro:Direct Sport has any responsibility or liability for such third party websites.

Mobile Services.

The Website may contain services and features that are available to certain mobile phones. Your carrier normal rates and fees apply. If Pro:Direct Sport charges you for a mobile service, you will first be notified and asked to accept any charges. Not all mobile services will work with all carriers or devices. You should check the rates and services offered by your carrier. By using Pro:Direct Sport mobile services, you agree that we may communicate with you by electronic means to your mobile device and that certain information about your use if these services may be shared with us. If you change or deactivate your mobile phone number, you must promptly update your account information to ensure that we don't send your messages to a different person.

Published Activity.

Pro:Direct Sport allows you the option to publish about the actions you take on Pro:Direct Sport Website to Facebook, Twitter and other social platforms. Pro:Direct Sport does not control which information gets disseminated on participating social platforms. You agree to allow Pro:Direct Sport to check your Pro:Direct Sport cookies when you are visiting participating social platforms, and allow Pro:Direct Sport to receive information about your use of those social platforms. You can deactivate this publishing feature on your profile page.

Indemnification.

You agree to indemnify, defend, and hold harmless Pro:Direct Sport Ltd, its officers, directors, employees, agents, licensors and suppliers from and against all claims, losses, liabilities, expenses, damages and costs, including, without limitation, attorneys fees, arising from or relating in any way to your User Generated Content, your use of Content, your use of the Website, your conduct in connection with the Website or with other Website users, or any violation of these Terms of Use, any law or the rights of any third party.

Liability.

Pro:Direct Sport will endeavor to ensure that this website is fully operational at all times. However we cannot guarantee that the website will be fault free. In particular, access to this website may be interrupted or restricted to allow for emergency or routine repairs or maintenance to be carried out or the introduction of new facilities or services.

Further, by using this website and any sub-site, you acknowledge and agree that the Internet uses elements and relies upon services, input and facilities which are not within the control of Pro:Direct Sport and if Pro:Direct Sport is totally or partially prevented or delayed in the performance of any of its obligations in providing a particular service, such a situation will constitute a 'force majeure' and Pro:Direct Sport shall be excused the performance for so long as such a situation endures.

For the purposes of these Terms and Conditions, the term 'force majeure' shall be deemed to include any cause affecting the performance by Pro:Direct Sport of its obligations arising from or attributable to acts, events, omissions or accidents beyond the reasonable control of Pro:Direct Sport and in particular, but not by way of limitation, shall include strikes, lock-outs, other industrial action, actual or threatened terrorist action, civil commotion, riot, crowd disorder, invasion, war, threat or preparation for war, fire, technical or power failure, software, hardware or telecommunication or other network failures, interruptions, disruptions or malfunctions, explosions, storm, flood, earthquake, subsidence, structural damage, epidemic or other natural or physical disaster, any legislation, regulation, rule or ruling of government, court or any competent authority.

Pro:Direct Sport reserves its right to restrict, suspend or terminate your use of this website or any of our services at any time if we believe, in our absolute discretion, that you have breached these Terms and Conditions.

You agree to indemnify, defend and hold Pro:Direct Sport, all of their associate companies, their directors, employees, information providers, licensors and licensees, officers and partners, (collectively, the "Indemnified Parties") harmless from and against any and all liability and costs (including, without limitation, legal fees and costs), incurred

by the Indemnified Parties in connection with any claim arising out of any breach by you of these Terms and Conditions. You will co-operate as fully as reasonably required by Pro:Direct Sport as the case may be, in defence of any claim. Pro:Direct Sport reserves the right, at their own expense, to assume the exclusive defence and control of any matter and you shall not in any event settle any matter without the written consent of Pro:Direct Sport.

Alterations We may amend this website and our services in any way and at any time with or without notice to you.

Complaints and Comments.

If you have any complaints or comments about our website or any of the products supplied to you, please contact Pro:Direct Sport by calling our Customer Service Team on the number advertised on the relevant Pro:Direct Sport website, by emailing customerservices@prodirectsport.com or through the comments section on the website. Our Customer Service Team are available 7 days a week, from 9am until 9pm weekdays, 9am until 5.30pm Saturdays and 10am until 4pm on Sundays and Bank Holidays. Please allow 24hrs for us to respond to website comments and emails.

Miscellaneous.

The Terms and Conditions together with our FAQ Section and Privacy Policy contain the full and complete understanding between Pro:Direct Sport and you. No advice or information, whether oral or written, obtained by you through or from the website or from any conversations with our staff will operate to vary these terms and conditions.

The Terms and Conditions together with our FAQ section and Privacy Policy and all contracts made under them shall ensure for the benefit of any successors and assignees of Pro:Direct Sport.

Email Subscription.

In situations where Pro:Direct Sport gives you the option to subscribe to its email service which will update you with news or information which it considers to be of interest to you, your use of the content received through the email service will be subject to these Terms and Conditions.

Website Restrictions.

You may use the Content only for your own non-commercial use to participate in the Website or to place an order or purchase products from Pro:Direct Sport Ltd. Any other use is prohibited unless agreed to by Pro:Direct Sport Ltd in writing. You agree not to change or delete any ownership notices from materials downloaded or printed from the Website. You agree not to modify, copy, translate, broadcast, perform, display, distribute, frame, reproduce, republish, download, display, post, transmit or sell any Intellectual Property or Content appearing on the Website, including User Generated Content, without the prior written consent of Pro:Direct Sport Ltd, unless it is your own User Generated Content that you legally post on the Website. You agree not to use any data mining, robots, scraping or similar data gathering methods. Nothing in these Terms of Use shall be interpreted as granting any license of intellectual property rights to you.

Limitation of Liability.

To the fullest extent permitted by applicable laws, none of Pro:Direct Sport nor any of their respective directors, employees, affiliates or other representatives will be liable for loss or damages arising out of or in connection with the use of, or inability to use, the materials in and/or facilities or services offered through this website, including, but not limited to, indirect or consequential loss or damages, loss of data, income, profit or opportunity, loss of or damage to property and claims of third parties, even if Pro:Direct Sport have been advised of the possibility of such loss or damages or such loss or damages were reasonably foreseeable. If this clause is unenforceable in whole or in part in any jurisdiction due to relevant laws, then in no event shall Pro:Direct Sport's total liability to you for all damages, losses, and claims (whether in contract, tort (including, but not limited to, negligence), or otherwise) exceed the amount paid by you, if any, for accessing this website.

Fraud Prevention.

To help prevent credit/debit card fraud, we may request additional information should we have any concerns with your order.

This additional information would be proof of billing address or simply a conversation with you so we can discuss our concerns.

Pro:Direct Sport will never cancel or not accept an order without liaising with the customer unless we are certain the order was not genuinely placed by the cardholder.

Any details which are confirmed as fraudulent are passed to the UK police force in cooperation with ActionFraud (<http://www.actionfraud.police.uk>). Credit card fraud is illegal and we will cooperate with all domestic and international police/crime prevention agencies and seek to prosecute all perpetrators to the fullest extent of the law.

If you have any concerns/questions regarding our fraud processes, or you are in law enforcement and require information regarding a specific transaction, please contact fraudalerts@prodirectsport.net and a member of our Business Protection team shall be in contact.

Warranty Disclaimer.

Pro:Direct Sport is not responsible or liable for any User Generated Content or other Content posted on the Website or for any offensive, unlawful or objectionable content you may encounter on or through the Website. The Website, User Generated Content, Content, and the materials and products on this Website are provided dS ISO and without warranties of any kind. To the fullest extent permitted by law, Pro:Direct Sport disclaims all warranties, express or implied, including, but not limited to, implied warranties of title, merchantability, fitness for a particular purpose and non-infringement. Pro:Direct Sport cannot guarantee and does not promise any specific results from use of the Website. Pro:Direct Sport does not represent or warrant that the Website will be uninterrupted or error-free, that any defects will be corrected, or that this Website or the server that makes the Website available are free of viruses or anything else harmful. To the fullest extent permitted by law, Pro:Direct Sport does not make any warranties or representations regarding the use of the materials or Content in the Website in terms of their correctness, accuracy, adequacy, usefulness, reliability or otherwise. You understand and agree that you download or otherwise obtain Content (including any mobile client) at your own risk, and that you will be solely responsible for your use and any damage to your mobile device or computer system, loss of data

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Governing Law.

These Terms and Conditions and any contracts made under them are governed by and shall be governed and construed in accordance with the laws of England and Wales whose courts shall be courts of exclusive competent jurisdiction. We make no representation that materials on this Site are appropriate or available for use in other locations, and accessing them from territories where their contents are illegal is prohibited. Customers who access this website from locations outside the United Kingdom do so at their own risk and on their own initiative and are responsible for compliance with local laws, to the extent that any local laws are applicable. Nothing in these Terms shall in any way be deemed to restrict or affect your statutory rights under English law.

Termination.

Pro:Direct Sport reserves the right in its sole discretion to terminate your account, delete your profile and any of your User Generated Content, and restrict your use of all or any part of the Website for any or no reason, without notice, and without liability to you or anyone else. Pro:Direct Sport Ltd also reserves the right to block users from certain IP addresses and prevent access to the Website. You understand and agree that some of your User Generated Content, such as that which is displayed outside your profile, in activity feeds, in other parts of the Website, or on other social platforms (e.g., Facebook and Twitter), may continue to appear on the Website or on other social platforms even after your User Generated Content is removed or terminated. These Terms of Use remain in effect even after your account is terminated. The Terms of Use relating to Intellectual Property, Indemnification, User Interaction Disclaimer, Warranty Disclaimer, Limitation of Liability, Miscellaneous, Severability and terms that by their nature may survive termination shall survive any termination.

Force Majeure.

Pro:Direct Sport shall not be liable for any failure to perform its obligations where such failure is a result of acts of Nature (including fire, flood, earthquake).