

Terms and Conditions

By using the find a sport buddy service, you are agreeing to be bound by the following terms and conditions.

1. Service

Findasportbuddy.com offers the following three types of membership each with their own level of functionality: -

- 1.1 Private User
- 1.2 Coach User
- 1.3 Organisation User

2. Registration, Payment and Price

- 2.1 The membership will commence from registration for one year if not renewed.
- 2.2 The payment 'charge' is as stated on the prices page of the website for the different types of user.
- 2.3 The 'charge' is payable on registration. The 'charge' is non-refundable except as stated in clause 3.2.
- 2.4 Registration will be effective on receipt of cleared funds.
- 2.5 Registration for the service requires your name, a valid e-mail address, a billing address and debit/credit card details.
- 2.6 You will provide a username and password at the time of registration.
 - 2.6.1 You may change your password at any time during membership from your account pages.
 - 2.6.2 It is your responsibility to keep your password secret.
 - 2.6.3 If at any time you suspect someone has discovered your password then you must change your password.
- 2.7 You agree that other personal, coach and organisational users have permission to contact you via e-mail in accordance with the terms and conditions herein.

3. Cancellation by You

- 3.1 You may give notice in writing or by e-mail to cancel your membership at anytime during the first calendar month after registration.
- 3.2 Should you cancel in accordance with clause 3.1 above you will be entitled to a refund of the 'charge'

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- 3.3 After the first calendar month from registration you may cancel your membership to the website on providing ten days working days notice in writing or by e-mail.
- 3.4 Your membership will cease after up to 10 working days from the date of our receipt of the cancellation notice.
- 3.5 Once your membership has been cancelled we will delete all records relating to your membership.
- 3.6 Once your membership has been cancelled you will be free to rejoin as a new user in accordance with paragraph 2.

4. Renewal

- 4.1 As stated in clause 2.1 your membership will expire one year after registration and your details will be removed from the website and deleted from our records.
- 4.2 We, without obligation, will use our best endeavours to provide a reminder of the date of the expiry of your membership.
- 4.3 To avoid expiry of the membership you must renew your membership prior to the date of expiry.
- 4.4 We reserve the right to refuse any request for renewal of membership without obligation to provide a reason for refusal.
- 4.5 On notification of a request for renewal we will contact you to require payment of the 'charge'. Payment must be made prior to the anniversary of your membership otherwise your membership will expire.

5. Removal of Content

- 5.1 On cancellation by you or expiry of the membership your details will be removed from the website and delete all records relating to your membership.
- 5.2 On termination of your membership by us we reserve the right to store your details and records for up to six years from the date of termination.

6. Multiple or Change of Membership Level

- 6.1 You may register separately as a user of one or more membership level on the proviso that you are able to meet with the obligations as specified for that level of membership.
- 6.2 To change the chosen level of membership you must cancel your original membership in accordance with paragraph 3 and rejoin as a new user in accordance with paragraph 2.

- 6.3 You must pay the membership 'charge' for each level of user on registration in accordance with paragraph 2.

7 Obligations

- 7.1 We will use our best endeavours to keep the database up to date.
- 7.2 As a private user you will be obliged to:
- 7.2.1 keep your information up to date;
 - 7.2.2 to follow safe meeting tips;
 - 7.2.3 to only use the website for meeting other users for sport or to use the services of coach users and organisation users.
- 7.3 As a coach user you will be obliged to:
- 7.3.1 keep your information up to date;
 - 7.3.2 to follow safe meeting tips;
 - 7.3.3 to only use the website to promote your services as a coach;
 - 7.3.4 to have proof of up to date qualifications on the request of another user.
- 7.4 As an organisation user you will be obliged to:
- 7.4.1 keep your information up to date;
 - 7.4.2 to only use the website to promote your organisation;
 - 7.4.3 to have valid up to date insurance certificates available on request if you stated in your registration details that you have insurance cover.
 - 7.4.4 if insurance lapses to immediately amend the database to represent the lack of insurance.

8. Termination

- 8.1 We may cancel your membership without notice if you act in contravention of these terms and conditions or if you act in a manner which goes against the purpose of the website such as but not limited to:
- 8.1.1 Approaching other users through the website for non-sports related meetings;
 - 8.1.2 Using threatening or violent behaviour either through the web-site or during meets with users;
 - 8.1.3 Repeated failures to make arrange meets without notification or valid
- 8.2 We may cancel your membership by providing you 14 days notice in writing or by e-mail if act in contravention of the terms of the agreement and do not rectify or amend the contravening act or omission.

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8.3 Either party may terminate this agreement without prior notice if the other becomes bankrupt or goes into liquidation.

9 Exclusions and Limitations

9.1 The website may contain opinions and statements from its members. We do not condition, warrant or guarantee the truthfulness, or accuracy of any of the content.

9.2 We make no condition, warranty or guarantee that: -

9.2.1 the service will meet your specific requirements;

9.2.2 the service will be un-interrupted, secure or error-free;

9.2.3 the results from the service or products are accurate or reliable;

9.2.4 that the quality of the service or related products will meet your expectations;

9.2.5 that all parts of the service will be available at all times including but not limited to the website, e-mail or SMS service (where applicable); and

9.2.6 that the database will be up to date at all times.

9.3 We retain the right to withdraw the service in whole or in part at any time without any liability to you.

9.4 Our maximum liability to you in respect of your use of the website or any services we provide or make available to you through or in relation to our site will amount to one year's membership 'charge'. You agree that we shall have no liability for indirect or consequential losses, loss of data, income or profits or damages for loss of or damage to property (whether arising in contract, tort or otherwise and whether or not due to our negligence).

10. Set Off

Payment of the membership 'charge' shall be made in accordance with paragraph 2 above without reduction or deferment on account of any claim, counterclaim or set off.

11. Events Beyond Our Control (Force Majeure)

11.1 Neither party shall be liable for delay in performing or failure to perform obligations if the delay or failure results from events or circumstances outside its reasonable control. Such delay or failure shall not constitute a breach of this Agreement and the membership shall be extended by a period equivalent to that during which membership is so prevented.

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- 11.2 If such a delay or failure persists for more than three months either party will be able to terminate this Agreement for convenience by giving 7 days written or e-mail notification.
- 11.3 For the purpose of this agreement "force majeure" shall mean any factors outside the reasonable control of either party including, without limitation, the following: -
- 11.3.1 Acts of God, flood, fire, explosion or accident;
 - 11.3.2 Strikes, lock-outs and other industrial or trade disputes of whatever nature;
 - 11.3.3 Breakdowns of systems or network access;
 - 11.3.4 War hostilities (whether war be declared or not), invasion, act of foreign enemies or terrorism;
 - 11.3.5 Rebellion, revolution, insurrection, military or usurped power or civil war;
 - 11.3.6 riot, civil commotion or disorder;
 - 11.3.7 Acts, restrictions, regulations, by-laws, refusals to grant any licences or permission, prohibitions or measures of any kind on the part of any government authority.

12. Indemnity

You agree to indemnify us and our employees against any action initiated as a result of content that you entered onto your Dive Buzz pages.

13. Association & Coach User

- 13.1 By entering into this agreement you agree to allow whilst your membership is ongoing the use of your name (and/or trading name) and logo (if applicable) in any of our marketing and advertising campaigns.
- 13.2 Whilst your membership is ongoing we will permit you to use our trading name findasportbuddy.co.uk and logo in any of your marketing and advertising campaigns.
- 13.3 You may use our trading name (as above) and logo in any of your future marketing and advertising campaigns whilst not a member but only if the reference is in the past tense and does not mislead the public.
- 13.4 Clause 13.3 does not apply where your membership has been terminated by us in accordance with paragraph 8.

14. Invalidity

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If any part of these terms and conditions is unenforceable (including any provision in which we exclude our liability to you) the enforceability of any other part of these conditions will not be affected.

15. Variation

We reserve the right to amend the Terms and Conditions from time to time without notice. You can review the most current Terms and Conditions at any time at our website. *Your continued use of the service shall constitute your acceptance of such changes.*

16. Privacy

You acknowledge and agree to be bound by the terms of our privacy policy.

17. Third party rights

Except for our affiliates, employees or representatives, a person who is not a party to this agreement has no right under the UK Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement but this does not affect any right or remedy of a third party that exists or is available apart from that Act.

18. Notices

- 18.1 Any notice or complaint by the user or other is only valid if served on us in writing at our registered office address or by e-mail at our address.
- 18.2 Any notice by us to you will be made in writing or by e-mail to address or e-mail address given on registration.

19. Governing law

The contract between us shall be governed by and interpreted in accordance with English law and the English courts shall have jurisdiction to resolve any disputes between us.

20. Entire Agreement

The current terms and conditions, together with our current prices and privacy policy set out the whole of our agreement relating to the supply of services by us. Nothing said by any sales person on our behalf should be understood as a variation of these terms and conditions or as an authorised representation about the nature or quality of any service offered by the provider. Save for fraud or fraudulent misrepresentation, we shall have no liability for any such representation being untrue or misleading.