

# Terms & Conditions

## 1. Definitions

- 1.1. The following definitions apply throughout these terms and conditions (T&C):-
  - 1.1.1. Any mentions of the terms "we" and "us" and "OMG" on the website or in the Terms and Conditions refers to OMG Trading Limited
  - 1.1.2. Approved Credit Account Facility means an OMG Trading Limited account facility set up for certain customers upon request and by approval
  - 1.1.3. Business Days means Monday to Friday inclusive but excluding bank holidays
  - 1.1.4. "the Goods" means the goods or services sold or supplied by OMG to the Customer under this contract
  - 1.1.5. "Contract" means a contract between the Customer and OMG incorporating these Terms and Conditions
  - 1.1.6. "Contractor" means the Contractor appointed to undertake the contract to assemble, install or fit the goods purchased from OMG by the Customer for a set fee
- 1.2. These Terms and Conditions apply regardless of how you access the Website or make a purchase order. You must read these Terms and Conditions carefully before continuing with your use of the Website or order process, and we recommend that you keep a copy for your future reference. By accessing, browsing, using, registering, or placing an order on the Website, you confirm that you have read, understood and agreed to these Terms and Conditions in their entirety. If you do not agree to the Terms and Conditions in their entirety, please do not use this Website or submit a purchase order.
- 1.3. All legal notices on this Website with relation to your use of the Website, along with all applicable terms and conditions and our Privacy Policy govern your use of this Website or direct orders by telephone, email or post.
- 1.4. This contract governs the Sale of Goods by OMG to the exclusion of all other representations, statements, understanding, negotiations, proposals or agreements.
- 1.5. Where the Customer submits its own order form these terms shall prevail if they conflict with the terms in that form, even if that form includes a condition similar to this one. These Terms and Conditions set out the entire agreement between you and us and supersede any and all prior terms, conditions, warranties and/or representations to the fullest extent permitted by law.
- 1.6. No employee of the Company or its agents has authority to make any warranty, statement or promise concerning the Goods except in writing signed by a duly authorised employee of OMG. The Customer's order shall be subject to acceptance by OMG.
- 1.7. We reserve the right to change and update these Terms and Conditions from time to time to comply with law or to meet our changing business requirements without notice to you. Any updates or amendments will be posted on the website and we recommend that you revisit regularly to keep informed of the current Terms and Conditions that apply to your use of the Website. By continuing to access, browse and use this Website or process your order, you will be deemed to have agreed to any changes or updates to our Terms and Conditions.
- 1.8. We reserve the right to modify or withdraw, temporarily or permanently, this Website (or any part thereof) with or without notice to you, and you confirm that we shall not be liable to you or any third party for any modification to or withdrawal of the Website.

## 2. General Terms and Conditions of Sale

- 2.1. These general terms and conditions of sale ("General Terms and Conditions of Sale") apply to any goods and services you purchase from OMG through use of the OMG website [www.cra-basketball.co.uk](http://www.cra-basketball.co.uk) (which will be referred to as the "Website") or orders submitted by post, email, telephone or purchase orders.
- 2.2. These terms shall prevail if they conflict with the terms of the purchase order form, even if that form includes a condition similar to this one.
- 2.3. This contract governs the Sale of Goods and Services by OMG to the exclusion of all other representations, statements, understanding, negotiations, proposals or agreements.
- 2.4. In respect of orders placed through the Website, these General Terms and Conditions of Sale apply regardless of how you access the Website, including via any technologies or devices by which OMG makes the Website available to you. You must read these General Terms and Conditions of Sale carefully. By placing an order through the Website, you confirm that you have read, understood and agree to these

General Terms and Conditions of Sale in their entirety. If you do not agree to these General Terms and Conditions of Sale in their entirety, you must not order any product or service through the Website.

- 2.5. When you order through the Website you will need to provide us with certain compulsory personal information in order for us to process your order, such as your payment details and delivery address. We will not store the details that you provide (save for processing your order).
- 2.6. Please note that completion of the online checkout process does not constitute our acceptance of your order. We will notify you by confirmation email as soon as possible to acknowledge that we have received your order and are processing it.
- 2.7. Orders are accepted and estimates given for assembly or installation of equipment purchased conditionally on the OMG being able to appoint an approved Contractor to provide the service without responsibility for delays or non-fulfilment arising through risk and uncertainties of manufacture, costing, strikes, accidents, force majeure or otherwise howsoever.
- 2.8. Our acceptance of your order will take place only when we have taken payment from you and dispatched the products that you ordered from us or where applicable appointed a Contractor. Prior to dispatch or installation, OMG has the right to decline an order for any reason.
- 2.9. The duration of our contract with you will start from when you receive the invoice and despatch confirmation email and last until the last day of your right to return the products.
- 2.10. If we cannot supply you with the product or service you ordered, we will contact you either via telephone or email to discuss your order with you.
- 2.11. If we are unable to supply your order to due higher than expected carriage costs, we will contact you to make you aware of this at the earliest opportunity and give you the option to pay a surcharge or to cancel the order.
- 2.12. OMG will appoint a Contractor for the service of assembly and/or installation of goods if requested for a set fee and whilst the up most care will be taken during the process, OMG are not responsible for any damage which may occur to the access route or adjoining surfaces to the installation in the process or any cost of reinstatement or adjustment to make good any adjoining surface, walls, flooring, soiling, seeding or landscaping.
- 2.13. The appointed Contractor will install according to manufacturer instructions. It is the Customers responsibility for any reparation and making good of flooring, walls and surfaces following installation. This work is not part of the installation or the responsibility of the Contractor or OMG.
- 2.14. The Customer is obliged to ensure the necessary Health and Safety at Work risk assessments, planning permissions and hazard reviews are conducted in relation to assembly & installation works undertaken on site by the appointed Contractors prior to commencement and during works on site. This also includes ensuring the necessary Public Liability insurance certification is in place. OMG does not accept responsibility for any damage or liability arising from the works undertaken by an appointed Contractor where the necessary H&S checks were not undertaken by the Customer.
- 2.15. If we are unable to supply your order to due higher than expected manufacturing costs, we will contact you to make you aware of this at the earliest opportunity and give you the option to pay a surcharge or to cancel the order.
- 2.16. If we are unable to obtain authorisation for your payment online, we will contact you to make you aware of this at the earliest opportunity and give you the option to pay by alternative method or to cancel the order.
- 2.17. If you do not meet the eligibility to order criteria set out in the main Terms & Conditions the order will be cancelled
- 2.18. If the fulfilment of an order (or any aspect of it) would be illegal or unlawful, including by reason of breach of export controls or sanctions rules, OMG has the right to stop or cease to fulfil the order at any time, including after dispatch of products and/or notification to you that the order has been received and is being processed. You acknowledge that OMG shall incur no liability in such circumstances.

### **3. Price**

- 3.1. The price payable for goods or service that you order are as set out in our website or on the quote provided, but we reserve the right to change the price up until the date of dispatch according to market conditions at the time.
- 3.2. All prices quoted on our website exclude Value Added Tax ("VAT") which will be levied at the prevailing rate at the time of invoice, packing and delivery.
- 3.3. The standard packing and delivery (carriage) charge provided is for delivery to destinations within mainland England, Wales and Lowlands Scotland. Destinations with Highland Scotland, Northern or Southern Ireland,

Channel Islands, Isle of Man and other offshore island post codes will be charged carriage at cost. Please ask for a quotation when placing the order.

- 3.4. Private addresses, requested booking in, fast or overnight deliveries may incur an additional charge
- 3.5. Due to the size, weight and volume of certain products, assistance may be required in off loading the goods at the place of delivery. The carriage costs given are based upon assistance being available, in the event that additional assistance is not available then please contact our sales office to confirm any extra costs that maybe incurred for off-loading
- 3.6. Owing to the disproportionate cost of dealing with small orders OMG reserves the right to make a small order surcharge.

#### **4. Payment**

- 4.1. We must receive payment of the whole of the price for the goods that you order at the time you place an order unless an Approved Credit Account Facility has been agreed and arranged by us.
- 4.2. If you purchase online using the website, during the checkout process, you will be asked to enter your payment details. By completing your payment details you confirm that the credit or debit card being used is registered to you. All fields indicated as compulsory must be completed. Please note our payment providers will hold information related to your order using a secure encrypted system. For further information, please see the terms and conditions for Secpay360 or PayPal. All card payments are subject to authorization by your card issuer. We take full payment immediately for all products.
- 4.3. All products ordered will remain the property of OMG until we have delivered the products to the address specified by you during the checkout process. If your payment is not received and you have already received the products you ordered from us, you must pay for or return those products to us in accordance with our reasonable return instructions and in the same condition that you received them at your own expense. If you do not do this within 30 days of the date on which we cancel your order, we may collect or arrange for collection of the products at your expense. We reserve the right to charge you for any and all damage to (or other adverse interference with) any products that are the subject of an unpaid order.
- 4.4. Where an Approved Credit Account Facility has been agreed and arranged by us:-
  - 4.4.1. Payment of invoices for goods properly supplied, whether complete or part orders, is due 30 days nett from date of invoice ('The Due Date'). The time of payment shall be of the essence;
  - 4.4.2. If payment is not received by the Due Date we reserve the right to:-
  - 4.4.3. Charge interest at the rate of 2% per month compounded monthly;
  - 4.4.4. Charge its reasonable costs incurred in seeking to recover any arrears ('recovery costs')
  - 4.4.5. Suspend further supplies of goods and take any other action as appropriate to recover the debt and any interest accrued and/or recovery costs
  - 4.4.6. Nullify and therefore withdraw any discounts which may have been allowed for when the Customer's order was accepted since such discounts are given only on the basis that payment will be made on time.

#### **5. Changes to your order**

- 5.1. Any changes to your order must be made within 1 hour of placing your order otherwise we may be unable to make the amendments. If you amend or change your order, there may be changes to your delivery estimate or to the price of the item; you will be informed of any changes when you amend your order. To change your order, simply contact our [Customer Service](#).

#### **6. Right for you to cancel your contract**

- 6.1. If you are placing an order as an individual consumer, then you have the right to cancel (under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 (the "Regulations")), all or part of your contract at any time up to 14 calendar days after the day on which you receive the goods or services you ordered.
  - 6.1.1. Any paid delivery charge will be included in your refund once we have received all (not part) of your order to the specified distribution address. Please note that the delivery charge will be to the value of standard delivery.
  - 6.1.2. Unfortunately, some items are non-cancellable and non-refundable. Anything that is made to order, made to your specific requirements, personalised, unable to be restocked or resold due to a bespoke element cannot be cancelled or refunded.
  - 6.1.3. To exercise your right of cancellation, you must inform us of your decision to cancel the contract in writing within 14 calendar days after the day on which you receive the goods you ordered, which you can do by [contacting us](#).

- 6.1.4. You must take reasonable care of the goods while in your possession. You shall send back any goods or hand them over to us, without undue delay and in any event not later than 14 days from the day on which you communicate your cancellation from the contract to us. The deadline is met if you send back any goods before the period of 14 days has expired. You will have to bear the direct cost of returning any goods to us.
- 6.1.5. Products should be returned in their original packaging. You are only liable for any diminished value of the goods resulting from the unnecessary handling of the goods in excess of what is necessary to establish the nature, characteristics and functioning of the goods.
- 6.1.6. If you cancel your contract but we have already processed the goods for delivery you must not unpack the goods when they are received by you and you must send the goods back to us at our specified distribution address at your own cost and risk as soon as possible.
- 6.1.7. We will process your refund with 30 days of receipt of the products to the address given to you when you cancelled your order.
- 6.1.8. If you do not return the goods delivered to you or do not pay the costs of delivery, we shall be entitled to deduct the direct costs of recovering the goods from the amount to be re-credited to you
- 6.1.9. This is not intended to be a full statement of all of your rights under the Regulations. Full details of your rights under the Regulations are available in the UK from your local Citizens' Advice Bureau or your Local Authority's Trading Standards Office.

## 6.2. If you are making a purchase as an organisation:-

- 6.2.1. No order which has been accepted by us may be cancelled by you except with our express agreement and on such terms as we may require;
- 6.2.2. If OMG agree to cancel the order the Customer will pay to OMG liquidated damages of 25% of the net value of all of the cancelled elements of the order and the Customer agrees that this is a genuine pre-estimate of the loss which OMG will incur as a result of cancellation.

## 6.3. Our Refund Policy

- 6.3.1. We reserve the right with non-faulty returns to offer you a replacement, exchanges, refund or credit note less cost of delivery on most goods provided that you have requested a return within 14 calendar days of receipt. All items must be returned to the specified distribution address within 10 business days of requesting a return to avoid a late restocking fee of 25%. Once we have received your product back we can then begin to process your refund.
- 6.3.2. Please be aware, however, that we are unable to refund carriage costs as we are unable to claim back the costs we incur as a result of shipping.
- 6.3.3. You shall be refunded only the cost, providing your item is still in new/as sold/re-saleable condition has not been used and is still in its original packaging with all parts included. All items are thoroughly inspected upon return, and if it is judged the item is not in new/original condition (as was shipped), is dirty or has been used, up to a 50% restocking fee may be applied to the refund amount.
- 6.3.4. Unfortunately, some items are non-cancellable and non-refundable. Anything that is made to order, made to your specific requirements, is personalised or otherwise cannot be resold due to a bespoke element cannot be cancelled or refunded.

## 6.4. Products lost or damaged in transit

- 6.4.1. If you choose to return any products to us, we will not be responsible for any loss or damage to them in transit and, for this reason, we recommend that you use a recorded or tracked delivery service. If returned products are lost or damaged in transit, we reserve the right to charge you (or not to process a refund) for any such loss or damage.

## 6.5. Damaged or incorrectly supplied products

- 6.5.1. You should check all products you receive against your order. If the products you receive are damaged or incorrectly supplied on delivery then you must note the details of any damage or error in supply on the carriers note or mark "unexamined" and you must inform us (by phone or email) within 3 days of receipt.
- 6.5.2. Please note, we will ask for evidence of damage or error in supply in order to offer you a replacement product or refund. You must return the products to us as soon as possible after informing us that the products are damaged or have been incorrectly supplied.

6.5.3. We may offer you a replacement product and any refunds that are processed will be processed in the same way that the order was placed.

## 6.6. Your Statutory Rights

6.6.1. In addition to our returns policy, you also have statutory rights. In addition to the cancellation rights noted above, these include that the goods you purchase are of satisfactory quality, fit for purpose and as described by the manufacturer. Within 30 days of the delivery, you may exercise the right to a refund if the product purchased is not of satisfactory quality, fit for purpose or as described.

6.6.2. After the 30-day period, but within six months of the date of delivery and where the product is faulty, you are entitled to a repair or replacement or where that is not possible, or the repair/ replacement does not resolve the fault, a refund.

6.6.3. After six months of the date of delivery, similar rights exist, but only if you can prove that the fault was present at the point of delivery.

6.6.4. For further information about your statutory rights, in the UK please contact your local authority Trading Standards Department or Citizen's Advice Bureau.

## 7. Cancellation by us

7.1. We reserve the right to cancel the contract between us if:

7.1.1. We have insufficient stock to deliver the goods you have ordered;

7.1.2. We do not deliver to your area;

7.1.3. One or more of the goods you ordered was listed at an incorrect price due to a typographical error or an error in the pricing information received by us from our suppliers.

7.2. If we do cancel your contract we will notify you and will re-credit to you any sum paid to us under the contract as soon as possible but in any event within 30 days of your order. We will not be obliged to offer any additional compensation for disappointment suffered.

7.3. We have the right forthwith to terminate this Contract and to claim for any resulting losses or expenses if:

7.3.1. The Customer commits a breach of this Contract and fails to remedy the breach within a reasonable time of a written notice to do so:

7.3.2. The Customer commits any act of bankruptcy or compounds with its creditors; or a petition or receiving order in bankruptcy is presented or made against the Customer; or a petition for an administration order is presented in relation to the Customer; or a resolution or petition to wind up the Customer is passed or presented (otherwise than for reconstruction or amalgamation) or a receiver or administrative receiver or any similar even occurs under the laws of the state where the Customer was incorporated.

## 8. Delivery of goods to you

8.1. We will organise the delivery of the goods ordered by you to the address you give us for delivery at the time you make your order. Some goods are sent to you direct by the manufacturers and as such your order may be delivered by more than one delivery.

8.2. If premises are likely to be unmanned, you should include instructions on the order to ensure that an authorised signatory will be available when delivery is made. Abortive deliveries may be subject to a charge being made if appropriate instructions are not included with the order.

8.3. Any time or date given by us for delivery is given as an estimate only and shall not be a binding contractual obligation. We will endeavour to meet delivery requirements but are not liable for any direct or consequential loss or damage arising from any delayed or advanced delivery.

8.4. Risk in the goods you have ordered will pass to you upon delivery to the address specified in your order and we will not be liable for their loss or destruction. You will become the owner of the goods once we receive payment in full and the goods have been delivered to you

8.5. International Delivery

8.5.1. Due to customs, legal, regulatory and certain practical restrictions applicable to orders placed for international delivery, some of our products may not be available for delivery to certain destinations.

8.5.2. OMG reserves the right to define what can and cannot be delivered to which destination.

8.5.3. OMG products are sold on a delivery duty unpaid basis. The recipient may have to pay import duty or a formal customs entry fee prior to or on delivery. Additional taxes, fees or levies may apply according to local legislation and customers are required to check these details before placing an order for international delivery.

8.5.4. Where applicable, it will be your sole responsibility to comply with any export controls or sanctions rules applicable to goods supplied to you.

#### 8.6. Delays

8.6.1. Where the supply of your order is delayed or prevented for reasons beyond our control (for example, material shortages, import delays or higher than anticipated demand) we will make every effort to keep you informed but shall be under no liability to you for such delay or failure.

8.6.2. We will not be liable for loss, damage, delay, shortage, mis-delivery, non-delivery, misinformation, or failure to provide information in connection with your shipment caused by events we cannot control, including but not limited to acts of God, perils of the air, weather conditions, mechanical delays, acts of public enemies, war, strikes, civil commotions, or acts or omissions of public authorities (including customs and health officials) with actual or apparent authority.

### 9. Product Liability

9.1. If the goods we deliver are not what you ordered or are damaged or defective or the delivery is of an incorrect quantity, we shall have no liability to you unless you notify us in writing of the problem by email at [sales@cra-basketball.co.uk](mailto:sales@cra-basketball.co.uk) within 3 Business days or at our contact address within 10 Business Days of the delivery of the goods in question. We reserve the right to request an image to illustrate any damage or defect. If you notify a problem to us under this condition, our only obligation will be, at your option:

9.1.1. To make good any shortage or non-delivery;

9.1.2. To replace or repair any goods that are damaged or defective; or

9.1.3. To refund to you the amount paid by you for the goods in question in whatever way we choose.

9.2. Save as precluded by law, we will not be liable to you for any indirect or consequential loss, damage or expenses (including loss of profits, business or goodwill) howsoever arising out of any problem you notify to us under this condition and we shall have no liability to pay any money to you by way of compensation other than to refund to you the amount paid by you for the goods in question under clause 9.1.3 above. In any event, our total liability to you in the event of any breach will be limited to the value of the goods purchased.

9.3. You must observe and comply with all applicable regulations and legislation, including obtaining all necessary customs, import or other permits to purchase goods from our site. The importation or exportation of certain of our goods to you may be prohibited by certain national laws. We make no representation and accept no liability in respect of the export or import of the goods you purchase.

9.4. Notwithstanding the foregoing, nothing in these terms and conditions is intended to limit any rights you might have as a consumer under applicable local law or other statutory rights that may not be excluded nor in any way to exclude or limit our liability to you for any death or personal injury resulting from our negligence.

9.5. Except where you are a Consumer as defined in the Unfair Contract Terms Act 1977 all other warranties, conditions, or terms relating to fitness for purpose, merchantability or condition of the goods, whether implied by Statute, common law, or otherwise, are excluded and you are satisfied as to the suitability of the goods for your purpose.

9.6. We shall not be liable for any defects in the goods which arise from;

9.6.1. Any drawing, specification or design supplied by you including modifications to products which you have requested or instructed

9.6.2. You not inspecting and maintaining the goods in full accordance with manufacturer recommendations

9.6.3. The goods not being used for the purpose which they were intended

9.6.4. The goods being damaged by misuse or vandalism whilst in your care

### 10. Website Liability

10.1. We have taken reasonable precautions to try to ensure that all prices on the Website are correct at that point in time and that all products have been fairly described. However, when ordering products or services through the Website, please note that:

10.1.1. Orders will only be accepted if there are no material errors in the description of the goods or services or their prices as advertised on this Website;

10.1.2. All prices are displayed in pounds Sterling exclusive of UK VAT

10.1.3. Packaging may vary from that shown on the Website;

10.1.4. The weights, dimensions and capacities given on the Website are exact to the best of our knowledge;

- 10.2. Whilst we try to display the colours of our products accurately on the Website, the actual colours you see will depend on your device; all screens show colours slightly differently so there will be differences. Occasionally the colours of the products that you receive may vary from those ordered, we reserve the right to inform you of this;
- 10.3. All items are subject to availability. We will inform you as soon as possible if the product you have ordered are not available and when the product will be restocked. A restock date is the date it arrives into the warehouse and gets shipped to a customer.
- 10.4. The Customer shall be entitled only to any warranty or guarantee given by the manufacturer to OMG.
- 10.5. If OMG prepare the goods in accordance with the Customer's specifications or instructions (including modifications), the Customer:
  - 10.5.1. must ensure that the specifications or instructions are accurate;
  - 10.5.2. must ensure that goods prepared in accordance with those specifications or instructions will be fit for the purpose for which the Customer intends to use them; and
  - 10.5.3. warrant that the specifications or designs will not result in the infringement of any rights belonging to a third party and that the Customer will indemnify OMG in respect of all loss, damage, costs or expenses (including legal and professional fees) which OMG may incur in connection with any such claim or threatened claim by a third party.
  - 10.5.4. OMG reserves all intellectual property rights (including any design rights) that it may have in the goods.
  - 10.5.5. The ownership of any tools that OMG needs to make especially for the production of the goods remains with OMG notwithstanding that the Customer may have paid for the cost of making the tools.
  - 10.5.6. All templates that the Customer supplies to OMG will be supplied on the basis that they are expendable.
- 10.6. We reserve the right to:-
  - 10.6.1. Change product specifications
  - 10.6.2. Supply substitute items of an equal or superior standard in respect of unavailable products or discontinued lines
- 10.7. Save that should you choose not to accept the substitute goods then the goods in question are returned by you and received by us in the condition they were in when delivered to you. If you do not return the goods delivered to you or do not pay the costs of delivery, we shall be entitled to deduct the direct costs of recovering the goods from the amount to be re-credited to you.

## **11. Legal Compliance**

- 11.1. You agree that you will not use, sell or supply any products purchased from OMG in an unlawful manner and, in particular, will comply with all export controls and sanctions rules in your country of residence.

## **12. Complaints**

- 12.1. If you would like to make a complaint, please [contact us](#).

## **13. Privacy Policy**

- 13.1 OMG is committed to protecting your privacy and maintaining the security of any personal information received from you. We strictly adhere to the requirements of the General Data Protection Regulation (GDPR) in the UK and treat all your Personal Information as confidential.
- 13.2 We process personal information to enable us to carry out the principal activity of the company, the sale (both home and export) of sports, educational and recreational goods and equipment.
- 13.3 We collect this information from you through written correspondence, telephone conversations and the use of our website.
- 13.4 When you order, we need to know your name, address, telephone number, e-mail address, payment details and delivery details. This allows us to process and fulfil your order. You have the option to withhold personal information that is not required for the order process.
- 13.5 We use your personal information to notify you of your purchase and delivery updates.
- 13.6 We do not sell or rent your personal information or pass to any third party for commercial reasons beyond the essential requirement for credit/debit card validation by the merchant during purchase.
- 13.7 We follow strict security procedures in the storage and disclosure of information which you have given us, to prevent unauthorised access in accordance with the GDPR.



- 13.8 In order to maintain the accuracy of our records, you can check, update or remove your personal details by [e-mailing](#). Any requests will be processed within 30 days at no charge unless they are manifestly unfounded or excessive in which case we reserve the right to refuse or charge for the request.
- 13.9 In order to process credit/debit card transactions, the bank or card processing agency may require verifying your personal details for authorisation outside the EEA (European Economic Area). Your information will not be transferred outside the EEA for any other purpose.
- 13.10 If you have any questions about privacy please contact us at [sales@cra-basketball.co.uk](mailto:sales@cra-basketball.co.uk)
- 13.11 We will only ever use your information for processing your orders.
- 13.12 You should be aware that if we are requested by the police or any other regulatory or government authority investigating suspected illegal activities to provide your Personal Information and /or User Information, we are entitled do so.
- 13.13 You acknowledge and agree to be bound by the terms of our privacy policy.

#### **14. Notices**

- 14.1. Unless otherwise expressly stated in these terms and conditions, all notices from you to us must be in writing and sent by email to [sales@cra-basketball.co.uk](mailto:sales@cra-basketball.co.uk) or to our contact address: OMG Trading Ltd, 5 Gifford Court, Millbrook Close, Northampton NN5 5JF and all notices from us to you will be displayed on our website from to time.

#### **15. Severability**

- 15.1. If any of these Terms and Conditions are found to be illegal, invalid or unenforceable by any court of competent jurisdiction, the rest of these Terms and Conditions shall remain in full force and effect.

#### **16. Assignment and Third party rights**

- 16.1. Except for our affiliates, directors, 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.
- 16.2. We reserve the right to change and update these Terms and Conditions from time to time and recommend that you revisit this page regularly to keep informed of the current Terms and Conditions that apply to your use of the Website. By continuing to access, browse and use this Website, you will be deemed to have agreed to any changes or updates to our Terms and Conditions.
- 16.3. You may not assign or sub-contract any of your rights or obligations under these Terms and Conditions to any third party unless we agree in writing.
- 16.4. We may assign, transfer or sub-contract any of our rights or obligations under these Terms and Conditions to any third party at our discretion.
- 16.5. Only you and we shall be entitled to enforce these Terms and Conditions. No third party shall be entitled to enforce any of these Terms and Conditions, whether by virtue of the Contracts (Rights of Third Parties) Act 1999 or otherwise.

#### **17. Waiver**

- 17.1. No relaxation or delay by us in exercising any right or remedy under these Terms and Conditions shall operate as waiver of that right or remedy or shall affect our ability to subsequently exercise that right or remedy. Any waiver must be agreed by us in writing.

#### **18. Law, jurisdiction and language**

- 18.1. Any matter that arises out of your use of this Website (including any contract entered between you and us through the Website or by purchase order, email, post or telephone) shall be governed by the laws of England and Wales and any disputes shall be subject to the exclusive jurisdiction of the courts of England and Wales. All contracts shall be concluded in English.

#### **19. Consumer Contracts Regulations (“CCR”)**

- 19.1. Although our customers are mostly business customers, we do accept orders from the general public. For private individuals only (“customers”) the terms of the CCR apply to all orders. Where there is a direct conflict between these Terms and Conditions of Sale and provisions of the CCR then the CCR provisions shall prevail.



## 20. Exclusions of liability

- 20.1. We exclude all representations, warranties, conditions and terms (whether express or implied by statute, common law or otherwise) to the fullest extent permitted by law. We accept no liability for any losses or damages which are not reasonably foreseeable arising out of or in connection with these Terms and Conditions or your use of the Website.
- 20.2. These exclusions shall be governed by and construed in accordance with English law. If any provision of these disclaimers and exclusions shall be unlawful, void or for any reason unenforceable then that provision shall be deemed severable and shall not affect the validity and enforceability of the remaining provisions.
- 20.3. Nothing in these Terms and Conditions shall exclude or limit our liability for personal injury or death caused by our negligence or for fraud. In addition, these Terms and Conditions shall not limit or exclude any other liability that we are not permitted to limit or exclude under applicable law.

## 21. Social networking sites

- 21.1. These Terms and Conditions also govern any submissions you make on any OMG related third party website or page such as our Face book page, Twitter, Instagram, YouTube, or any other social networking site. All comments, images, videos and any other material posted on any third party social networking site does not necessarily reflect the opinions or ideas of OMG or its employees, and OMG is not responsible for any such content. In any event, all material posted on any third party social media networking site must comply with these Website Terms and the third party social networking sites' Terms of Use' where applicable.
- 21.2. Any material you upload to our Social networking sites will be considered non-confidential, and we have the right to use, copy, distribute and disclose to third parties any material in the submissions for any purpose. We also have the right to disclose your identity to any third party who is claiming that material posted or uploaded by you to the Website or any OMG related third party social networking site constitutes a violation of their intellectual property rights, or of their right to privacy. We will not be held responsible, or liable to any third party, for the content or accuracy of materials posted by you or any other user of our Website. We have the right to remove any submissions you make if, in our opinion, such submission does not comply with the content standards set out here.
- 21.3. By making a submission, you are confirming that you are over 18 years of age. Suppliers or manufacturers are not eligible to post a submission. Please be polite and only write in English. If you require an immediate response from us or have a comment about our service please [contact us](#) directly for a quicker response.
- 21.4. Submissions should not include: abusive, offensive or otherwise inappropriate language; profanity, blasphemy, spiteful, racist, sexually explicit, sexually gratuitous or discriminatory comments or content that might be considered to be harassment, abuse or threats against the personal safety or property of others, comments about other reviewers or bloggers, remarks that repeat criminal accusations, false, defamatory or misleading statements, material which impersonates others or personal information about anyone, including yourself, such as phone numbers, postal addresses or credit card numbers, spam or advertising, third party brand names or trademarks, HTML code, computer script or website URLs, availability, price, promotions or alternative ordering or delivery information, information about OMG suppliers or manufacturers
- 21.5. an unsupported claim about the product producing an effect other than that for which it is indicated
- 21.6. references to seasonal products which are no longer in season, references to any products other than the product to which the submission relates.
- 21.7. OMG reserves the right to not publish the submission or remove it, take any appropriate action if deemed necessary or remove reviews which do not comply with the rules above. Please contact us if you see any submissions which do not comply with our rules.
- 21.8. To the extent permitted by applicable law, OMG disclaims all representations and warranties express or implied, that content or information displayed in or on this Website is accurate, complete, up-to-date and does not infringe the rights of any third party.
- 21.9. The views expressed in user generated content are the opinions of those users and do not represent the views, opinions, beliefs or values of OMG, any of its employees, or any of its related sub brands.