

TERMS AND CONDITIONS

GENERAL WEBSITE TERMS AND CONDITIONS



PLEASE READ THE FOLLOWING TERMS AND CONDITIONS OF USE CAREFULLY BEFORE USING THIS WEBSITE.

All users of this site agree that access to and use of this site are subject to the following terms and conditions and other applicable law. If you do not agree to these terms and conditions, please do not use this site.

These terms and conditions will apply to all transactions placed online or by telephone with Youth Sport Trust Enterprises Ltd (“**YSTe**”). Please read carefully before placing any order. All contracts shall be governed by and construed in accordance with English Law and any dispute between us will be resolved exclusively in the courts of England and Wales. Nothing in these terms and conditions will be deemed to affect your statutory rights.

YSTe is the trading company of the children's charity the Youth Sport Trust (“**YST**”). Please note any products purchased on this site will be processed by YSTe, including any invoices and any further communications regarding your order.

By using this site you are agreeing to these terms and conditions.

ORDERS

We are pleased to accept orders by any of the following methods. Online transaction via secure server or by telephone and email. Orders placed online can be paid by credit/debit, BACS or cheque. If you would like to pay by BACS/cheque please choose the ‘Proforma invoice’ option at the checkout. Orders placed by telephone or email will be processed via the online system and a proforma invoice will be forwarded to you for payment. We accept online payments by MasterCard, Visa Debit, Visa, and Maestro. If the issuer of your card refuses to authorise payment to us, we will not be liable for any delay and/or non-delivery of your order. Online transactions are subject to validation checks and are authorised by the card issuer. No orders will be accepted or processed without a valid card payment in the name of the registered cardholder. We do not accept card payments over the phone.

Please note we do not offer a credit facility and therefore payment must be received before the goods can be dispatched.

DELIVERY & RETURNS

All orders, once processed, will be delivered within 3-5 working days. If for some reason we are unable to deliver your goods on time, we will inform you immediately and keep you informed about the progress of your order.

We use APC and The Royal Mail for deliveries, all of which are made during business hours. All deliveries require a signature upon receipt.

DELIVERY CHARGES

Our delivery charges are based on weight. We send all packages using the most cost-effective method. For delivery to northern Scotland (post code areas AB, IV, KW, PA and PH), and the Channel Islands,

Northern Ireland, Isle of Man and other offshore areas, packing and delivery fees are charged at cost. Please ask for a quotation when placing the order.

We deliver to the UK and Ireland. We can also deliver internationally by prior arrangement. Please email us at orders@youthsporttrust.org for more information.

DAMAGED OR INCORRECT ITEMS

In the event of any goods being damaged in transit, deficient of items shown on the delivery note or failing to match the items ordered by you, then please let us know within 7 working days of receipt and we will rectify the problem to the best of our ability.

FAILED DELIVERIES

If no one is available to sign for a delivery, a card will be left notifying you of your nearest depot where you will be able to collect your order. If your order has not been collected within five days, the items will be returned to our warehouse. Any money paid will be refunded and if you still require the goods you will be required to re-order them. Please note that the delivery charge will not be refunded.

RETURNS AND EXCHANGES

If you are not completely satisfied with your purchase from YSTe, simply contact us at orders@youthsporttrust.org for a returns form within 7 working days from receipt of delivery.

Return the item to us in its original condition within 30 days of receipt.

Returned items should be unused and must be returned in original packaging with any enclosed documentation. We will issue a full refund upon receipt of the returned items, excluding the original delivery charge. Alternatively, if preferred, we will exchange the item.

Goods will only be accepted for return if they are received by us within 30 days of original delivery (unless we have agreed otherwise).

The item is your responsibility until it reaches us. Therefore, for your own protection we recommend that you send the parcel using a delivery service that insures you for the value of the goods. Collection of larger items can be arranged. The cost of returning the item to us is your responsibility.

Delivery charges are only refundable where goods are faulty and a refund on goods is given.

Faulty items can be returned for full refund or exchanged at no additional cost to you. All other conditions apply.

PRODUCTS, PRICES & CONTENT

Whilst every effort is made to ensure the pictures and colours depicted on the site match as closely as possible those of the actual product, colours may vary.

All prices are shown in pound sterling (£) and are exclusive of UK VAT at the current rate unless clearly stated.

Prices, product descriptions and specifications are checked to the best of our ability, and whilst every effort has been made to make them accurate, no responsibility will be accepted for errors and omissions.

The e-learning product fee includes an annual licence for a single user. The user has unlimited access to the e-learning for 12 months from the date of enrolment. After this time, they will need to renew their licence by re-purchasing the product, should they wish to extend their access.

Any information displayed on our website or other printed matter by the company is not regarded to be authoritative or certified as the best practice and is only considered to be useful supplementary advice to other certified codes of practice. All information on our web site is updated regularly.

We reserve the right to alter our prices and specifications without notice.

OWNERSHIP OF GOODS

All items supplied to the customer remain the property of YSTe until final payment of all sums owing in respect of those goods has been received in full by us.

COMMENTS & COMPLAINTS

If you wish to complain about any aspect of your dealings with us, please write to:

Youth Sport Trust Enterprises Ltd, Sport Park, 3 Oakwood Drive, Loughborough University, Loughborough, Leicestershire, LE11 3QF

Or email yste.info@youthsporttrust.org

We will reply within five working days of receipt.

PRIVACY

We are committed to respecting your privacy. Our Privacy Notice [here](#) sets out how we will look after your personal information and what your privacy rights are.

If you make a purchase through this website, your data will also be processed by our payment services provider, Opayo (formerly Sagepay) and their sub-processor, Worldpay, in accordance with their Privacy Policies, which can be accessed via the links below:

Opayo - <https://www.opayo.co.uk/policies/privacy-policy>

Worldpay - <https://online.worldpay.com/terms/privacy>

These policies contain important information and explain how your personal information will be collected, used, retained, disclosed and safeguarded. Therefore, it is your responsibility to ensure you read these policies carefully, in full. Please note that these policies state that your data may be transferred to other regions outside the European Economic Area ("EEA"). Any transfers of your personal information outside of the EEA will be in accordance with all applicable data protection laws.

SECURITY

We want you to be confident about ordering online with us. We use secure socket layer (SSL) technology to ensure that your details are safe and information you provide is fully encrypted so that it cannot be read by third parties. Your browser will confirm that you are shopping in a secure environment by showing a locked padlock icon or an image of a key in the bar at the base of your screen.

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TYPOGRAPHICAL ERRORS

In the event that a YSTe product is mistakenly listed at an incorrect price, YSTe reserves the right to refuse or cancel any orders placed for product listed at the incorrect price. YSTe reserves the right to refuse or cancel any such orders, whether or not the order has been confirmed and your credit card charged. If your credit card has already been charged for the purchase and your order is cancelled, YSTe shall issue a credit to your credit card account in the amount of the incorrect price.

TERMINATION

These terms and conditions are applicable to you upon your accessing the site and/or completing the registration or shopping process. These terms and conditions, or any part of them, may be terminated by YSTe without notice at any time, for any reason. The provisions relating to Copyrights, Trademark, Disclaimer, Limitation of Liability, Indemnification and Miscellaneous, shall survive any termination.

NOTICE

YSTe may deliver notice to you by means of e-mail, a general notice on the site, or by other reliable method to the address you have provided to YSTe.

USE OF SITE

Harassment in any manner or form on the site, including via e-mail, chat, or by use of obscene or abusive language, is strictly forbidden. Impersonation of others, including a YSTe or other licensed employee, host, or representative, as well as other members or visitors on the site is prohibited. You may not upload to, distribute, or otherwise publish through the site any content which is libellous, defamatory, obscene, threatening, invasive of privacy or publicity rights, abusive, illegal, or otherwise objectionable which may constitute or encourage a criminal offense, violate the rights of any party or which may otherwise give rise to liability or violate any law. You may not upload commercial content on the site or use the site to solicit others to join or become members of any other commercial online service or other organization.

INDEMNIFICATION

You agree to indemnify, defend, and hold harmless YSTe, its officers, directors, employees, agents, licensors and suppliers (collectively the "Service Providers") from and against all losses, expenses, damages and costs, including reasonable legal fees, resulting from any violation of these terms and conditions or any activity related to your account (including negligent or wrongful conduct) by you or any other person accessing the site using your Internet account.

THIRD-PARTY LINKS

In an attempt to provide increased value to our visitors, YSTe may link to sites operated by third parties. However, even if the third party is affiliated with YSTe, YSTe has no control over these linked sites, all of which have separate privacy and data collection practices, independent of YSTe. These linked sites are only for your convenience and therefore you access them at your own risk. Nonetheless, YSTe seeks to protect the integrity of its website and the links placed upon it and therefore requests any feedback on not only its own site, but for sites it links to as well (including if a specific link does not work).