

Terms of Service

Last updated: November 09, 2019

Please read these Terms of Service ("Terms", "Terms of Service") carefully before using the www.nugenerationrugby.com website (the "Service") operated by NU Generation

Rugby Ltd ("us", "we", or "our").

Your access to and use of the Service is conditioned on your acceptance of and compliance with these Terms. These Terms apply to all visitors, users and others who access or use the Service.

By accessing or using the Service you agree to be bound by these Terms. If

you disagree with any part of the terms then you may not access the Service.

Purchases

You are encouraged to familiarise yourself with your rights contained within the Sale of Goods Act 1979, Unfair Contract Terms Act 1977 and the Unfair Terms in Consumer Contracts Regulations 1999.

If you wish to purchase any product or service made available through the Service ("Purchase"), you may be asked to supply certain information relevant to your Purchase including, without limitation, your credit card number, the expiration date of your credit card, your billing address, and your shipping information.

You represent and warrant that: (i) you have the legal

right to use any credit card(s) or other payment method(s) in connection with any Purchase; and that (ii) the information you supply to us is true, correct and complete. You expressly agree that NU Generation Rugby Ltd is not responsible for any loss or damage arising from the submission of false or inaccurate information.

By submitting such

information, you grant us the right to provide the information to third parties for purposes of facilitating the completion of Purchases.

We reserve the right to refuse or cancel your order at any time for certain reasons including but not limited to: product or service availability, errors in the description or price of the product or service, error in

your order or other reasons.
You expressly agree that NU
Generation Rugby Ltd cannot
accept any liability for loss or
damage arising out of such
cancellation.

We reserve the right to
refuse or cancel your order if
fraud or an unauthorised or
illegal transaction is
suspected.

Availability,

Errors and Inaccuracies

We are constantly updating our offerings of products and services on the Service. The products or services available on our Service may be mispriced, described inaccurately, or unavailable, and we may experience delays in updating information on the Service and in our advertising on

other web sites. You expressly agree that any such offer of a product or service does not constitute a legal offer capable of attracting legal consequences.

We cannot and do not guarantee the accuracy or completeness of any information, including prices, product images, specifications, availability, and services. We reserve

the right to change or update information and to correct errors, inaccuracies, or omissions at any time without prior notice. Section "Availability, Errors and Inaccuracies" is without prejudice to existing statutory rights.

**Contests,
Sweepstakes and
Promotions**

Any contests, sweepstakes or other promotions (collectively, "Promotions") made available through the Service may be governed by rules that are separate from these Terms. If you participate in any Promotions, please review the applicable rules as well as our Privacy Policy. If the rules for a Promotion conflict with these Terms of Service, the Promotion rules will apply. The terms and

conditions of any other "Promotions" are independent of this agreement.

Intellectual Property

The Service and its original content, features and functionality are and will remain the exclusive property of NU Generation Rugby Ltd and its licensors.

The Service is protected by copyright, trademark, and other laws of both the United Kingdom and foreign countries. Our trademarks and trade dress may not be used in connection with any product or service without the prior written consent of NU Generation Rugby Ltd.

Links To Other Web Sites

Our Service may contain links to third-party web sites or services that are not owned or controlled by NU Generation Rugby Ltd.

NU Generation Rugby Ltd has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party web sites or services. You further acknowledge and agree that NU Generation Rugby Ltd

shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such web sites or services.

We strongly advise you to read the terms and conditions and privacy policies of any third-party

web sites or services that you visit.

Termination

We may terminate or suspend your access immediately, without prior notice or liability, for any reason whatsoever, including without limitation if you breach the Terms.

Upon termination, your right to use the Service will

immediately cease.

All provisions of the Terms which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

Indemnification

You agree to defend,

indemnify and hold harmless
NU Generation Rugby Ltd
and its licensee and
licensors, and their
employees, contractors,
agents, officers and
directors, from and against
any and all claims,
damages, obligations,
losses, liabilities, costs or
debt, and expenses
(including but not limited to
attorney's fees), resulting
from or arising out of a) your
use and access of the

Service, or b) a breach of these Terms.

Limitation Of Liability

In no event shall NU Generation Rugby Ltd, nor its directors, employees, partners, agents, suppliers, or affiliates, be liable for any indirect, incidental, special, consequential or punitive damages, including without

limitation, loss of profits, data, use, goodwill, or other intangible losses, resulting from (i) your access to or use of or inability to access or use the Service; (ii) any conduct or content of any third party on the Service; (iii) any content obtained from the Service; and (iv) unauthorized access, use or alteration of your transmissions or content, whether based on warranty, contract, tort (including

negligence) or any other legal theory, whether or not we have been informed of the possibility of such damage, and even if a remedy set forth herein is found to have failed of its essential purpose.

Disclaimer

Your use of the Service is at your sole risk. The Service is provided on an "AS IS" and

"AS AVAILABLE" basis. The Service is provided without warranties of any kind, whether express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, non-infringement or course of performance.

NU Generation Rugby Ltd its subsidiaries, affiliates, and its licensors do not warrant that a) the Service will

function uninterrupted,
secure or available at any
particular time or location; b)
any errors or defects will be
corrected; c) the Service is
free of viruses or other
harmful components; or d)
the results of using the
Service will meet your
requirements.

Exclusions

Without limiting the

generality of the foregoing and notwithstanding any other provision of these terms, under no circumstances will NU Generation Rugby Ltd ever be liable to you or any other person for any indirect, incidental, consequential, special, punitive or exemplary loss or damage arising from, connected with, or relating to your use of the Service, these Terms, the subject matter of these

Terms, the termination of these Terms or otherwise, including but not limited to personal injury, loss of data, business, markets, savings, income, profits, use, production, reputation or goodwill, anticipated or otherwise, or economic loss, under any theory of liability (whether in contract, tort, strict liability or any other theory or law or equity), regardless of any negligence or other fault or wrongdoing

(including without limitation gross negligence and fundamental breach) by NU Generation Rugby Ltd or any person for whom NU Generation Rugby Ltd is responsible, and even if NU Generation Rugby Ltd has been advised of the possibility of such loss or damage being incurred.

Governing Law

These Terms shall be governed and construed in accordance with the laws of England and Wales, without regard to its conflict of law provisions.

Our failure to enforce any right or provision of these Terms will not be considered a waiver of those rights. If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of

these Terms will remain in effect. These Terms constitute the entire agreement between us regarding our Service, and supersede and replace any prior agreements we might have between us regarding the Service.

Changes

We reserve the right, at our sole discretion, to modify or

replace these Terms at any time. If a revision is material we will try to provide at least 30 days notice prior to any new terms taking effect.

What constitutes a material change will be determined at our sole discretion.

By continuing to access or use our Service after those revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms,

you must stop using the service.

Privacy Policy and Cookie Policy

Please refer to our Privacy Policy and Cookies Policy. You agree that they constitute part of these terms. You must read our Privacy Policy and Cookies

Policy before you use the Service.

Contact Us

If you have any questions about these Terms, please contact us.