

TABLE TENNIS ENGLAND CENTENARY BOOK

TERMS AND CONDITIONS OF SALE

1. INTRODUCTION AND SCOPE

1.1. The following terms and conditions of sale (the “Terms and Conditions”) set out the general conditions for the purchase of the TTE Centenary Book.

1.2. Any person who receives, purchases or possesses a TTE Centenary Book shall be deemed to have accepted and agreed to comply with these Terms and Conditions, any Additional Terms, and the Applicable Laws.

1.3. Any breach of these Terms and Conditions, any Additional Terms, as may be amended by TTE from time to time and/or any Applicable Laws shall entitle TTE to cancel the purchase of the TTE Centenary Book with no right to a refund.

2. DEFINITIONS

2.1 “Buyer”: means the individual or organisation who buys or agrees to buy the Centenary Book from the Seller.

2.2 “Centenary Book”: means the commemorative book capturing key moments, events, performances and people prepared by TTE to mark their Centenary.

2.3 “Consumer”: shall have the meaning ascribed in section 12 of the Unfair Contract Terms Act 1977.

2.4 “Contract”: means the contract between the Seller and the Buyer for the sale and purchase of Goods incorporating these Terms and Conditions.

2.5 “Goods”: means the edition of the Centenary Book and option to become a Centenary Book Supporter that the Buyer agrees to buy from the Seller.

2.6 “Privacy Policy”: TTE’s privacy policy, the current version of which is set out at <https://tabletennisengland.co.uk/home/website-privacy-policy/>

2.7 “Purchase Notification”: the notification (in writing or orally in person or over-the-phone) confirming the purchase of Goods, as sent by TTE.

2.8. “Purchase Price”: the total purchase price for the Centenary Book(s) as notified by TTE from time to time (including, if applicable, on the TTE Website), inclusive of the shipping/delivery fee (if applicable) and all relevant taxes.

2.9 “Seller”: means the English Table Tennis Association Limited incorporated and registered in England and Wales with number 4268058 with offices at National Badminton Centre Bradwell Road, Loughton Lodge, Milton Keynes, England, MK8 9LA.

2.10 “Terms and Conditions”: means the terms and conditions of sale set out in this agreement and any special terms and conditions agreed in writing by the Seller.

2.11 “TTE”: means Table Tennis England, the brand for the English Table Tennis Association (the “Seller”), the national governing body for table tennis in England.

2.12 “TTE Website”: the online platform which can be accessed at www.tabletennisengland.co.uk, owned and managed by TTE allowing users to purchase the Goods.

3. INTERPRETATION

3.1. Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

3.2. A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.

3.3. Any obligation on a person not to do something includes an obligation not to allow that thing to be done.

3.4. Any reference to an English legal term for any action, remedy, method of judicial proceeding, legal document, legal status, court, official or any legal concept or thing shall, in respect of any jurisdiction other than England, be deemed to include a reference to that which most nearly approximates to the English legal term in that jurisdiction.

3.5. References to clauses are to the clauses of these Terms and Conditions.

3.6. Any words following the terms “including”, “include”, “in particular”, “for example” or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

4. CONDITIONS

4.1 Nothing in these Terms and Conditions shall affect the Buyer’s statutory rights as a Consumer.

4.2 These Terms and Conditions shall apply to all purchases of the Centenary Book by the Buyer and shall prevail over any other documentation or communication from the Seller or Buyer.

4.3 Acceptance of delivery of the Goods shall be deemed conclusive evidence of the Buyer’s acceptance of these Terms and Conditions.

4.4 Any variation to these Terms and Conditions (including any special terms and conditions agreed between the parties) shall be inapplicable unless agreed in writing by the Seller.

4.5 Any complaints should be addressed to the Seller’s address stated in clause 2.9.

5. ADDITIONAL TERMS

5.1. Additional Terms (which, for the avoidance of doubt, can only be specified by Seller from time to time) may apply to the purchase of the Goods, to which the Buyer must comply.

5.2. Should there be any inconsistencies between a term in the Additional Terms and a term in these Terms and Conditions, the term in the Additional Terms shall prevail.

6. ORDERING

6.1 All orders for Goods shall be deemed to be an offer by the Buyer to purchase Goods pursuant to these Terms and Conditions and are subject to acceptance by the Seller. The Seller may choose not to accept an order for any reason. A completed order does not mean an accepted order by the Seller. When a book or books are dispatched the Seller agrees the order.

6.2 Prices may be changed at any time without further notice. The Seller reserves the right to change listed prices at any time without further notice.

6.3 The Seller is entitled to withdraw from any order in the case of obvious errors or inaccuracies regarding the Goods appearing on the TTE Website. If an error or inaccuracy is discovered with regards to the advertised price of the Goods that the Buyer has ordered, the Seller will contact the Buyer as soon as possible by email. This will be to inform the Buyer of the correct price of the Goods, and to ask the Buyer if they wish to continue with the order at the amended price, or to cancel the order altogether.

6.4 If the Seller has insufficient stock to deliver some or all of the Goods ordered by the Buyer, or where they have ordered or sought to order (whether in one transaction or multiple transactions, and whether from one or more customer accounts) Goods in excess of any quantity limits the Buyer has imposed, the Seller will notify the Buyer as soon as possible of which parts of their order the Seller will accept and which the Seller will reject. Sums debited (if any) by the Seller from their debit or credit card, or from any other source of payment in respect of Goods the Seller are unable or unwilling to supply to the Buyer will be re-credited to their account and the Seller will notify them by email at the address given by the Buyer in their order form of which orders have been satisfied and which have been rejected. Any refund will be made as soon as possible and in any event within 30 days of the order. The Seller will not be obliged to offer any additional compensation for disappointment suffered.

7. AUTOGRAPHED 'SPECIAL EDITION' CENTENARY BOOK

7.1. Subject to availability, the Seller via the TTE Website (and any other method introduced by TTE from time to time), will provide the opportunity for Buyers to purchase an Autographed Special Edition of the Centenary Book.

7.2 The Seller will publish up to 200 copies of the Autographed Special Edition.

7.3 The Autographed Special Edition will be numbered and will be signed by Des Douglas MBE, Jill Parker MBE and Will Bayley MBE.

7.4 The Seller will be entitled to change the signatories of the Autographed Special Edition without notice in the event that either Des Douglas MBE, Jill Parker MBE or Will Bayley MBE are unable for any reason to sign the Autographed Special Edition.

7.5 The Autographed Special Edition will be delivered one (1) week before the delivery of the Official Edition.

8. OFFICIAL EDITION CENTENARY BOOK

8.1. Subject to availability, the Seller via the TTE Website (and any other method introduced by TTE from time to time), will provide the opportunity for Buyers to purchase the Official Edition of the Centenary Book.

8.2 In the first print run the Seller will publish up to 800 copies of the Official Edition.

9. CENTENARY BOOK SUPPORTER

9.1 The Seller will allow individuals to become a Centenary Book Supporter.

9.2 As a Centenary Book Supporter individuals will receive personal recognition on the supporter page in the book, a letter of thanks from the Table Tennis England Chair, acknowledgement on the TTE website and their chosen book option sent before general release.

9.3 The deadline to become a Centenary Book Supporter will be Sunday 23rd January 2022.

9.4 A Centenary Book Supporter may not withdraw or cancel their order for Goods at any time after Sunday 23rd January 2022.

9.5 It is the sole responsibility of the Centenary Book Supporter to ensure the name they wish to have published within the Centenary Book is filled-in completely and accurately and the payment information and is properly submitted to Seller in accordance with the

instructions specified by Seller from time to time (including, if applicable, on the TTE Website).

9.6 The Seller shall not be liable for any loss (including indirect or consequential loss), damage or expense caused by any error in the publication of a Centenary Book Supporter name.

9.7 Each Centenary Book Supporter accepts that the name they wish to have published within the Centenary Book will be acknowledged on the TTE website.

10. PRICE AND PAYMENT

10.1 The price of the Goods shall be that stipulated on the Website. The price is inclusive of VAT. The price excludes delivery charges.

10.2 The total purchase price, including delivery charges, will be displayed on the Sellers' PayPal shopping cart prior to the Buyer confirming the order.

10.3 The Seller must receive payment of the whole of the price for the Goods the Buyer orders before the order can be delivered, accepted and the contract formed.

10.3 After the order is received the Seller shall confirm by email the details of your order, description and price for the Goods.

11. RIGHTS OF SELLER

11.1 The Seller reserves the right to periodically update prices on the TTE Website, which cannot be guaranteed for any period of time. The Seller shall make every effort to ensure prices are correct at the point at which the Buyer places an order.

11.2 The Seller reserves the right to withdraw the goods from the TTE Website at any time.

11.3. The Seller reserves the right to change specifications of the Autographed Special Edition and Official Edition should the need arise without issuing notification.

11.4 The Seller reserves the right to limit sales of books to one copy per order.

12. WARRANTY

12.1 The Seller warrants that the Goods will at the time of dispatch correspond to the description given by the Seller. Except where the Buyer is dealing as a Consumer, 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 the Buyer is satisfied as to the suitability of the Goods for the Buyer's purpose.

13. DELIVERY

13.1 The Seller will post, or may arrange a courier on the Buyer's behalf, for the Goods ordered by them to the person and address the Buyer give the Seller at the time they made their order.

13.2 Goods supplied within the UK will be dispatched by 2nd class tracked signed for service.

13.3 Goods supplied outside the UK will normally be delivered within 10-21 working days (it may take longer in the event of a custom check). If the buyer is ordering Goods for delivery outside of the UK, please note that the consignment may be subject to VAT (Value Added Tax), other taxes, customs duties and/or fees levied by the destination country. Any such charges levied in relation to customs clearance must be borne by the Buyer. It is accepted by the Buyer that the Seller has no control over additional charges in relation to customs clearance. The Seller recommends that the Buyer check with their local customs officials or post office for more information regarding importation taxes/duties that may be applicable to their online order.

13.4 All delivery times quoted are estimates only.

13.5 The Seller shall use its reasonable endeavours to meet any date agreed for delivery. In any event time of delivery shall not be of the essence and the Seller shall not be liable for any losses, costs, damages or expenses incurred by the Buyer or any third party arising directly or indirectly out of any failure to meet any estimated delivery date.

13.6 Delivery of the Goods shall be made to the Buyer's address specified in the order and the Buyer shall make all arrangements necessary to take delivery of the Goods whenever they are tendered for delivery.

13.7 Title and risk in the Goods shall pass to the Buyer upon delivery of the Goods.

14. CANCELLATION AND RETURN

14.1 If the Goods the Seller delivers are not what the Buyer ordered or are damaged or defective or the delivery is of an incorrect quantity, the Seller shall have no liability to the Buyer unless the Buyer notifies the Seller of the problem, in writing by email to help@tabletennisengland.co.uk within 7 working days of the delivery of the Goods.

14.2 The Buyer may cancel their order at any time before their order is dispatched, except where they have placed an order to become a Centenary Book Supporter. The Buyer will not need to give the Seller any reason for cancelling their order. The Buyer will receive a refund for the Goods less the cost of any payment processing fees.

14.3 The Buyer cannot cancel an order where they have taken the Goods they have ordered out of the sealed package in which they were delivered.

14.4 To cancel an order the Buyer must notify the Seller by email to help@tabletennisengland.co.uk

14.5 If the Buyer has received the goods before they seek to cancel the order then, unless they have lost their right to cancel because they have taken the goods out of their sealed package, they must send them back to the Seller's return address at their own cost and risk, unless the goods were supplied faulty or damaged. If the Buyer cancels their order but the Seller has already processed the Goods for delivery and they have received them, they must not unpack the goods when they are received by them and they must send the Goods back to the Seller at the Seller's return address at their own cost and risk as soon as possible.

14.6 Once the Buyer has notified the Seller that they are cancelling their order, any sum debited to the Seller from will be re-credited to their account as soon as possible less the cost of any payment processing fees and in any event within 30 days of the cancellation of the order.

14.7 Where the Goods supplied are faulty or damaged, the Buyer shall be entitled to a full replacement or refund (including delivery costs). The Buyer shall notify the Seller at help@tabletennisengland.co.uk within 7 working days of delivery if the Goods are damaged. If the Buyer fails to do so the Buyer shall be deemed to have accepted the Goods.

14.8 Where returned Goods are found to be damaged due to the Buyer's fault the Buyer will be liable for the cost of remedying such damage.

15. LIMITATION OF LIABILITY

15.1 Except as may be implied by law where the Buyer is dealing as a Consumer, in the event of any breach of these Terms and Conditions by the Seller the remedies of the Buyer shall be limited to damages which shall in no circumstances exceed the Price of the Goods and the Seller shall under no circumstances be liable for any indirect, incidental or consequential loss or damage whatever.

16. WAIVER

16.1 No waiver by the Seller (whether express or implied) in enforcing any of its rights under this contract shall prejudice its rights to do so in the future.

17. FORCE MAJEURE

17.1 The Seller shall not be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to acts of God, strikes, lock outs, accidents, war, fire, failure of any communications, telecommunications or computer system, breakdown of plant or machinery or shortage or unavailability of raw materials from a natural source of supply, and the Seller shall be entitled to a reasonable extension of its obligations.

18. SEVERANCE

18.1 If any term or provision of these Terms and Conditions is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if these Terms and Conditions had been agreed with the invalid illegal or unenforceable provision eliminated.

19. CHANGES TO TERMS AND CONDITIONS

19.1 The Seller shall be entitled to alter these Terms and Conditions at any time but this right shall not affect the existing Terms and Conditions accepted by the Buyer upon making a purchase.

20. GOVERNING LAW AND JURISDICTION

20.1 These Terms and Conditions shall be governed by and construed in accordance with the law of England and the parties hereby submit to the exclusive jurisdiction of the English courts.