



## Registration Form

Club Name: \_\_\_\_\_

Province: \_\_\_\_\_

County: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Email address: \_\_\_\_\_

Club Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

By signing this form I hereby agree to the terms and conditions outlined in the following pages.

Signature of Chairperson or Secretary: \_\_\_\_\_

The fee of **€350** needs to be paid by cheque. Please make cheque payable to ***Ramor United*** and post to

***Gene Clancy, c/o Ramor United, Riverside, Virginia, Co. Cavan***

There will also be an annual fee of €50 for administering the website.

## CONTRACT

This contract applies to the purchase by you of access to our websites **SellYourPitch.ie** (“the websites”) and use of our on-line service. Before proceeding to agree to this contract, we ask that you read these Terms and Conditions carefully. You will also find that they contain some useful advice on how to use our on-line service.

### PART ONE

#### 1. General Information / Parties

“We” are **Gene Clancy** and our registered address is **Riverside, Virginia, Co. Cavan**; our e-mail address is **info@sellyourpitch.ie**.

“You” are **[please insert]**: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

“The on-line service” means access to the websites identified herein.

#### 2. Conditions of Use of website and the on-line service

- (1) You hereby unconditionally agree not to post or transfer to any of our websites (nor include in any message) any material which is obscene, misleading, inaccurate, defamatory, illegal, in breach of any copyright or other intellectual property right, or damaging to data, software or the performance of our or any other party’s or parties’ computer system. You agree to indemnify us in full in respect of any liabilities, losses, expenses, or other costs whatsoever incurred as a result of a breach of your obligation under this condition, including (but not limited to) any claims made against us by any third party.
- (2) The Data Protection Acts 1988-2003 are designed to protect individuals about whom information is entered and stored on computer and other systems. Accordingly, this legislation lays down strict standards of accuracy, relevance and care of such data including

under what circumstances it may be divulged. Any data concerning living individuals which you enter onto any of our websites directly or include in any message to us will be subject to the provisions of the aforementioned legislation. You hereby agree that you are solely and exclusively responsible for its accuracy and relevance and that you must have the authority to disclose it to us and for us to utilise it for the purposes of any transaction concluded for or by you through any of our websites.

- (3) In consideration of our agreeing to your accessing and use of any of our websites, you acknowledge that the ownership in any intellectual property rights (including, for the avoidance of all doubt, copyright) in these websites belongs to us. Accordingly, any part of these websites (or their source HTML codes) may not be used, transferred, copied or reproduced in whole or in part in any manner other than for the purposes of utilising these websites. This means that you may display any part of these websites only on your computer screen and/or print it out for the sole and exclusive purpose of viewing its content.
- (4) You may only use the trade marks featured on our websites for the purpose of displaying the websites on your computer screen and/or printing out content contained therein in accordance with condition (3) above.
- (5) You may not link these websites to any other website. We do not make any warranties, representations or undertakings regarding the content of any other website which may be referred to or accessed by hypertext link with these websites, and we do not endorse or approve the content of such third party websites.
- (6) You may not use these websites for the purpose of advertising the goods and/or services or in any way promoting the sale thereof, whether provided by you or by third parties. We retain the exclusive right to include advertisements on these websites at any time and in whatever form.
- (7) We may use information provided by you to us, including your e-mail address, for marketing purposes. If you do not wish to have your details used in this way, please indicate “**NO**” at the end of the account form.
- (8) We may provide information provided by you to us, including your e-mail address, to selected third parties in relation to products and/or services in which you may be interested. If you do not wish to have

your details used in this way, please indicate “**NO**” at the end of the account form.

- (9) Please be aware that, to the extent permitted by law and except as expressly provided otherwise in these Terms & Conditions, we do not accept any liability in respect of these websites, your use of it or our on-line service.
- (10) If you fail, or we suspect that you have failed, to comply with any of the provisions of this Agreement, we may, at our sole discretion and without notice to you terminate this Agreement and/or your access to the websites, and you will remain liable for all amounts due to us up to and including the date of termination.
- (11) We reserve the right to modify, suspend, or discontinue the websites (or any part or content thereof) at any time with or without notice to you, and we will not be liable to you or to any third party in respect thereof.
- (12) To avoid all doubt, you agree to indemnify and hold us harmless with respect to any claims arising from any breach by you of this Agreement, your use of the on-line service or any action taken by us as part of any investigation of a suspected violation of this Agreement. This means that you agree that you are not entitled to sue or recover damages from us as a result of any decision to remove material or information or refusal to process material or information provided by you, to suspend your access to the on-line service or to take any other action arising from a suspected breach by you of this Agreement.
- (13) Under no circumstances shall we be liable for any damages whatsoever, including (but not limited to) any direct, incidental, consequential, special exemplary, aggravated or other indirect damages arising out of (i) the use of or inability to use any of the websites; (ii) any transaction conducted through or facilitated by the site; (iii) any claim attributable to errors, omissions, or other inaccuracies in any of the websites; (iv) unauthorised access to or alteration of your transmissions or data; or (v) any other matter whatsoever relating to any of the websites.
- (14) Use of these websites, and this agreement, is subject to the laws of Ireland and the exclusive jurisdiction of the Irish courts.

## **PART TWO**

### **1. Description and Pricing**

**The fee for getting the account activated is 350 Euro.**

We shall use reasonable efforts to meet any stated dates for performance but shall not be liable (in contract, negligence or otherwise) for any loss or damage resulting from its failure to do so, howsoever caused.

### **2. Payment**

**Payment has to be made by a club cheque issued to 'Ramor United'.**

Unless expressly quoted as including VAT, all prices are exclusive of value added tax or any other government taxes or duties which, if applicable, shall be paid by you.

### **3. Queries and Complaints**

Notification of queries and/or complaints must be notified to us in writing within 14 days of the problem arising, or 14 days of the completion of the on-line service, whichever is the earlier.

### **4. Remedy**

Subject to Part One above, if we are in breach of any warranty, our liability shall be limited to:-

- (a) correcting the relevant fault, at our own expense; or
- (b) at our option, reimbursement of the price of the on-line service.

Subject to Part One, we shall have no further liability to you other than as described in Clause (4) "Remedy", whether under these conditions of service or on any other basis including liability in tort as a result of the sale of the on-line service.

## **5. Non-excludable liability**

Nothing in these conditions of service shall exclude or limit our liability or any statutory rights which cannot legally be excluded or limited.

## **6. Force majeure**

We do not take any responsibility for any event which is outside our reasonable control, nor for any consequential loss arising from such an event.

## **7. Entire Agreement**

This Agreement supersedes any prior agreement(s) or arrangement(s) which may have subsisted between us and you, provided the information you give to us hereunder is not incorrect or fraudulent.

## **8. Interpretation**

In this Agreement:-

- (1)** reference to any statute or statutory provision includes a reference to that statute or statutory provision as from time to time amended, extended or re-enacted;
- (2)** words importing the singular include the plural, words importing any gender include every gender and words importing persons include bodies corporate and unincorporated; and (in each case) vice versa;
- (3)** any reference to a party to this Agreement includes a reference to his successors in title and permitted assigns; and
- (4)** the Headings to the Clauses are for ease of reference only and shall not affect the interpretation or construction of this Agreement.

**9. Severability**

Should the whole or any part of any provision of this Agreement prove to be illegal or unenforceable, the other provisions of this Agreement and the remainder of the provision in question shall remain in full force and effect.

**I agree to the use of information provided by me, including my e-mail address, for marketing purposes            YES            NO**

**I agree to the use by selected third parties of information provided by me, including my e-mail address            YES            NO**