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Thank you for your interest in Viper10.com

This page, together with the documents referred to on it, sets out the terms and conditions on which we supply any of the products (Products) listed on our website Viper10.com (our site) and on which you may use our site. If you are unable to agree to the terms and conditions listed, thank you for your interest but please do not place any orders on our site.

By placing an order on our site you agree to our terms and conditions. Should you have any queries relating to Viper 10, our terms and conditions or our site please contact us: [info@viper10.com](mailto:info@viper10.com)

The teamwear products, kit packages and equipment shown on our site are managed by our team of dedicated account managers. Prices, sizes and technical details on our site are purely indicative and will be confirmed by your account manager. The terms and conditions of trade will be provided to you during the order process and as such the terms and conditions set out in this document are not contractually binding with reference to teamwear orders.

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## **About Us**

Viper10.com is a site operated by D W Stevenson Ltd

We are registered in England and Wales under company number 601283.

Our registered office is: Uniform House, 7 Acrewood Way, St Albans, Hertfordshire, AL4 0JY

Our registered VAT Number is 196 7450 21

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### **Our Contract**

After making an order, you will receive an email from us accepting your order. Your order constitutes an offer to buy a product from our site. All orders are subject to acceptance by us; this is confirmed by receipt of the email from Viper 10. The contract between us will only be formed when we send you this confirmation email.

With bespoke teamwear orders, an order is considered as confirmed once the order confirmation and designs have been signed off in writing (letter / fax / email) by the customer. Once the order is confirmed, the customer is obliged to accept delivery, pay the agreed price and adhere to the payment terms of the order.

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### Site Use & Availability

You may use our site only for lawful purposes. Certain areas of our site will permit you to enter some content of your own. Where this is the case, the content must not:

- Contain any material which is obscene, offensive, inflammatory or which promotes discrimination against any individual or company in respect of race, sex, religion, nationality, disability, sexual orientation or age
- Infringe any copyright or trademarks associated with either D W Stevenson Ltd, our partners or any other business or person
- Be used to imitate another person or misrepresent your identity or affiliation to any team, club, university, school or other organisation

On occasion, we may carry out routine or emergency maintenance of our site. We are not liable if our site is not available for any reason.

You may only purchase Products from our site if you are at least 18 years old.

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### Availability & Delivery

Subject to stock availability we will aim to dispatch products ordered before 2pm on the same working day. We make every reasonable effort with our delivery partners to ensure that delivery expectations are achieved, however this is not guaranteed by us or our delivery partners.

Viper 10 will aim to deliver all bespoke teamwear orders within 3-4 weeks of order confirmation and payment and off field kit orders within 4-6 weeks of order confirmation and payment.

Bespoke teamwear orders must consist of a minimum order of 10 garments per Product. This must include a minimum order of 10 garments per fit and design.

Whilst every effort will be made to deliver orders within the target time, occasionally seasonal trends or unavoidable circumstances mean the delivery window may be extended even after an order has been confirmed. The target delivery date is neither confirmed nor contractually binding.

Viper 10 reserves the right to split the supply of the ordered goods into more than one delivery.

Delivery costs for Products on our site are for online shop products delivered to the UK Mainland only. Please contact Viper 10 Head Office for International delivery costs of online shop products. Bespoke teamwear order delivery costs will be confirmed by your account manager during the order process.

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### Price & Payments

The price of the products on our site will be as displayed at Viper10.com except in cases of obvious error.

These prices include VAT at the current rate but exclude delivery costs which will be added to the total amount due at the checkout stage.

For avoidance of doubt, the price of teamwear products and kit packages on our site exclude VAT at the current rate. The price of your order will be confirmed during the order process by your account manager.

In the case of an obvious error, we are under no obligation to provide the product to you at the incorrect price, even after the Contract between us has been formed, if the pricing error is obvious and unmistakable and could have reasonably been recognised by you as an error.

Payments for Viper10.com are processed through Paypal or World Pay who accept Visa and MasterCard credit cards, Visa debit cards (Visa Delta, Electron and Debit), Maestro, Switch and Solo.

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### Refunds & Returns

You may return online shop products within 28 days from the date the delivery is received for a full refund. We will offer a full cost refund excluding delivery charges providing the goods are unopened, undamaged and returned in the original packing with all swing labels and tags still attached. Thereafter you may exchange the product for an alternative of equal value at Viper10.com.

Details relating to the returns and refunds process will be included with your order at the time of dispatch.

Should you have any queries relating to this, please contact our Returns Department on 01202 545635.

This does not affect your statutory rights in respect of defective products.

Bespoke teamwear garments are made to order and are based on customer confirmation on all order details. Refunds or returns for bespoke teamwear orders will not be accepted.

If Viper 10 fail to comply with the order confirmation or the product is faulty, Viper 10 will happily exchange the product. Notification of an issue or fault with an order must be made to Viper 10 within 48 hours of delivery. The goods must be retained in their original, unused condition and the cost of any loss or subsequent damage will be the responsibility of the customer.

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### Product Aftercare

Printed teamwear products are machine washable up to 30° Celsius. Do not dry clean, tumble dry or bleach your garments and only iron on the reverse of any print. Wash garments inside out.

Viper 10 cannot be held responsible for any damage caused by the cleaning or drying processes once kit has been received.



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### Intellectual Property

All rights including copyright and database rights, in the website and its contents are owned by or licensed to D W Stevenson Ltd, or otherwise used by D W Stevenson Ltd as permitted by applicable law or the copyright holder. You may not copy, reproduce, republish, download, post, broadcast or transmit any text, images, graphic, logo, button, icon or underlying source code for any purpose without written permission from D W Stevenson Ltd or the copyright holder.

We are the owner of all trade marks including names, images, logos, registered or unregistered designs, copyrights and any other intellectual property which appear on our site. D W Stevenson Ltd does not give permission for their use by any person other than the holders. Any such use may constitute an infringement of the holder's rights.

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### Privacy Policy

For the purpose of the Data Protection Act 1998 (the Act) the data controller is D W Stevenson Ltd.

We process information about you in accordance with our privacy policy as described below.

When setting up an account you will be asked to provide us with your name, billing address and delivery address details, email address, telephone number and a password. Your payment details will also be used by Paypal or World Pay during the payment process. We may also obtain further information about you from competitions entered or other general usage of the site.

We use your information for the following:

- To handle orders, deliver products, process payments and refunds and provide statements
- To communicate with you about your order
- If you contact us, we will keep a record of the correspondence relating to your query, order or other matter
- To contact you by email, post or telephone to ask you for feedback and comments on our services. On occasion this process may be passed to external agencies
- Contact you relating to D W Stevenson products, events, promotions, competitions and special offers that may be of interest to you
- To prevent or detect fraud or abuses of our site and enable third parties to carry out related work

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### Disclosure

We may disclose your information to members of our company for the purposes listed in the Privacy Policy. We will not disclose your information to any third party outside of the company except under the following limited circumstances.

We may disclose your personal information to carefully selected service providers and agents who operate elements of our website service and process data on our behalf. These may include businesses who provide technology services, such as hosting for our servers, email distribution and business partners who provide delivery fulfilment services.

We may also use aggregate information and statistics for the purposes of monitoring website usage in order to help us develop the website and our services and may provide such aggregate information to third parties. These statistics will not include information that can be used to identify any individual. In assessing your request for goods or services, we may use your information for the purposes of the prevention and detection of fraud. We may also disclose your personal information to our subsidiaries and affiliated companies and any successors in title to our business.

We do not hold your credit card details. Financial transactions take place directly and securely with our payment handling provider.

If you believe your details are incorrect you can amend your details by logging onto 'My Account' on our site.

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### **Our Liability**

Our total liability to you under the Contract will be limited to the amount paid by you for the Products purchased.

We have taken every care in the preparation of the content of our site. However, the content displayed on our site is provided without any guarantees, conditions or warranties as to its accuracy. We will not be responsible for any errors or omissions or for the results obtained from the use of such content or for any technical problems you may experience with our site. If we are informed of any inaccuracies in the content on our site we will attempt to correct this as soon as we reasonably can.

To the extent permitted by law, we hereby expressly exclude any and all liability (whether arising in contract, tort or otherwise) for any direct, indirect or consequential loss or damage which you or any third party may incur in connection with the use, inability to use, or results of the use of our site, any websites linked to it and any materials posted on it. This does not affect any liability we have to you under the Contract.

These limitations and exclusions do not affect your statutory rights and only apply to the extent permitted by applicable law. Nothing in these terms and conditions shall limit our liability for personal injury caused by our negligence.

Designs for bespoke teamwear orders will be created using the logos and details you provide. Viper 10 accepts no responsibility for poor quality logos provided to us but we do offer a logo re-drawing service for a fee. All Viper 10 designs and logos represented on the order sheets are for guidance only and are not to scale.

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### Computing

The software and programming on this website have been thoroughly scanned at all stages of development, however D W Stevenson Ltd cannot accept responsibility for any disruption, damage and/or loss of data or computer system that may occur whilst using our site.

You must not misuse our site by knowingly introducing viruses, Trojans, worms or any other material which is malicious or technologically harmful. You must not attack or gain access to our site, server or any databases associated with our site. By breaching this provision, you may commit a criminal offence under the Computer Misuse Act 1990 and we will report any such activity to relevant law enforcement authorities.

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## **Our Rights**

We reserve the right to amend both our terms and conditions and privacy policy without prior notice and to whatever extent is deemed suitable by us.

The operation of our site and the purchase of products are governed by English law. Any dispute arising from, or relating to these terms and conditions shall be subject to the non-exclusive jurisdiction of the courts of England and Wales.

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## **Your Rights**

For full information about your rights as a consumer please visit the following link:

<https://www.citizensadvice.org.uk/about-us/how-citizens-advice-works/citizens-advice-consumer-work/the-consumer-rights-act-2015/>