



Jersey Reds Minis & Juniors - Terms and Conditions of Use of Website

This website (the "Site") is operated by the Jersey Reds Minis & Juniors whose registered address is Rue des Landes, St Peter JE3 7BG ("JRM&Js"). Any references to "we", "us" or "our" shall be taken as references to the JRM&Js. Any references to "you" or "your" shall be taken as references to users of the Site.

Please read these terms and conditions carefully to ensure that you understand and agree to them, as they contain the legal terms and conditions that you are deemed to have agreed to whenever you use the Site. If you do not accept these terms and conditions you should not use this Site.

1. Purpose of the Site

The purpose of the Site is to provide you with information about the JRM&Js, other matters connected with the game of Rugby and Rugby related products or services which we may offer.

2. Other Terms and Conditions

Please note that additional terms and conditions may apply to specific sections of the Site. In particular, specific provisions will apply to products and services purchased and ordered via the Site. In all cases, these will be drawn to your attention where applicable.

3. Username and password

You may be required to register as a user of the Site to be able to access certain areas of the Site. In such a case, you will need to provide a username and password when doing so. You must ensure that you keep your username and password secret and that you do not disclose them to anyone, as you will be responsible for all activities which occur under your username and password. It is your responsibility to notify us immediately of any unauthorised use of your username or password or any other breach of security as soon as you become aware of it.

4. Privacy

Your personal information will be used in accordance with our Privacy Policy.

5. Code of conduct

You agree that you are responsible for everything that you transmit to the Site and you agree not to and warrant, represent and undertake that you will not:

1. use any bulletin boards or discussion forums for any commercial purpose
2. use the Site in any way that will violate or infringe any laws or regulations of any jurisdiction or the rights of any person, nor post, submit or upload or otherwise transmit or publish content or information, or participate in any form of discussion, which is unlawful, harassing, libellous, defamatory, abusive, threatening, harmful, vulgar, obscene, profane, sexually oriented or pornographic, racially offensive or which otherwise includes objectionable material
3. post, submit or upload or otherwise transmit or publish content or information which you do not have the right to use or which contains advertising of any kind, or transmit to the Site any material containing software viruses or files designed to damage or disrupt or corrupt data or the good working order of any computer or telecommunications equipment; or
4. impersonate any other person or entity whilst using the Site.

We will be entitled at our discretion to remove anything which is transmitted to, from or via the Site or posted on the Site which, in our opinion, is objectionable or does not comply with these terms and conditions in any way. We will not be liable for doing this. However, for the avoidance of doubt, we will not be required to monitor use of or access to the Site generally.

6. Availability and Access

We have taken reasonable care in the preparation of the Site. However, we cannot guarantee that you will have uninterrupted access to the Site at all times and we reserve the right to suspend the Site at any time, without notice or liability. We reserve the right in our absolute discretion to monitor, suspend, revoke or otherwise limit access to this Site for any person at any time.

Access to the Site and the information on the Site is not directed at any person in any jurisdiction where (by reason of that person's nationality, residence or otherwise) it is prohibited to access the Site or direct such information for any reason. If you are a person in a jurisdiction in which such prohibitions apply, you must not access this Site.

7. Amendments

We may delete or update any information on the Site, add material or amend, alter, redesign or change anything contained on the Site at any time, without notice and without any liability to any person. We shall have no responsibility for ensuring that the Site is kept up to date.

We reserve the right to amend these terms and conditions without notice to you from time to time. Any such amendment shall be effective once the revised terms and conditions have been posted on the Site, and it shall be your responsibility to check these terms and conditions for any such amendments.

8. Information on the Site

The information on the Site has been included in good faith for general informational purposes only, and is subject to change without notice.

We have made reasonable efforts to ensure that all information on the Site is accurate at the time of inclusion, however, there may be errors in such information for which we apologise but shall have no liability. We cannot guarantee that any information displayed on the Site has not been changed or modified through malicious attacks or "hacking".

We have included certain material on the Site which has been produced, provided or written by third parties. Such material is provided for information purposes only and should not be taken to represent the opinions, beliefs or views of the JRM&Js or any of its affiliates, employees, directors or officers.

9. Ownership of Materials on the Site and Intellectual Property Rights

The JRM&Js or its affiliates or licensors are, unless otherwise stated, the owners of all copyright, database and other intellectual property rights in the Site and its contents, with all rights reserved. This includes, without limitation, copyright and other intellectual property rights in the videos, presentations, photographs, audios, documents, images, buttons, layout and text contained on or in this Site. You may not publish, distribute, extract, re-utilise, or reproduce any part of the Site in any form (including photocopying or storing it in any medium by electronic means) other than (i) as specifically permitted by applicable law, and (ii) by making copies as part of any necessary incidental acts during your viewing of the Site or for solely educational, non-commercial purposes. In particular, you shall not incorporate any material from any part of the Site in any commercial work or publication, whether in hard copy or electronic or any other form, and no part of a page from this Site may be distributed or copied for any commercial purpose.

All brand, product and service names, logos and images used in this Site are the property of The JRM&Js or its affiliates or licensors, unless otherwise stated, with all rights reserved. You may not distribute products or offer services under or by reference to or otherwise use or reproduce any of the trademarks, trade names or service marks on this Site without the prior written permission of the JRM&Js or, where applicable, the owner of such trademarks, trade names or service marks.

10. Contributions to the Site

Where you are invited to submit any contribution to the site (including any text, photographs, graphics, video or audio) you agree, by submitting your contribution, to grant the JRM&Js a perpetual, royalty-free, non-exclusive, sub-licensable right and licence to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform, play, make available to the public, and exercise all copyright and publicity rights with respect to your contribution worldwide and/or to incorporate your contribution in other works in any media now known or later developed for the full term of any rights that may exist in your contribution, and in accordance with privacy restrictions set out in our Privacy Policy. If you do not want to grant to the JRM&Js the rights set out above, you should not submit your contribution to the Site.

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10. Contributions to the Site continued

Further to the above, by submitting your contribution to the Site, you:

- warrant, represent and undertake that your contribution;
 1. is your own original work and that you have the right to make it available to the JRM&Js for all the purposes specified above and on the terms above;
 2. is not defamatory; and
 3. does not infringe any law.

- agree to indemnify and hold harmless the JRM&Js and its affiliates against all legal fees, claims, liabilities, damages, costs, losses and other expenses that may be incurred or suffered by the JRM&Js or its affiliates as a result of your breach of the above warranties, representations and undertakings and
- waive any moral rights in your contribution for the purposes of its submission to, and publication on, the Site and the purposes specified above.

11. External Links

The JRM&Js is not responsible for the content of external websites. This Site may include links to other websites from time to time and so when you access certain links in this Site you may leave the Site. These links are provided for your convenience. External websites are not part of this Site and we do not endorse or accept any responsibility for the content of those websites (nor the products or services on them), are not responsible for the availability of the websites and will not be liable in any way for any loss or damage which you may suffer by using those websites. If you decide to access linked websites you do so at your own risk.

12. Disclaimer of Warranties and Liability

This Site is provided “as is” and your access and use of it is at your own risk. To the fullest extent permitted by law, The JRM&Js makes no representations, undertakings or warranties about the content of and information provided through this Site, including any hypertext links or any other items used either directly or indirectly from the Site. The JRM&Js accepts no liability for any inaccuracies or omissions in the Site and any decisions based on information contained in the Site are your sole responsibility.

To the fullest extent permitted by law all representations, warranties and undertakings (express or implied) in respect of the Site and the content of and your use of the same are excluded. In particular, but without limitation, we do not warrant that the Site or any videos, software, information or material available on or downloaded from the Site will be free from errors, faults, viruses, other computer or data-corrupting or data-damaging material or defects, compatible with your equipment or fit for any purpose.

13. Liability

Except in the case of fraud, death or personal injury caused by our negligence or other cases where by law liability cannot be excluded or limited, we exclude all liability to you in respect of your use of this Site or any information or other content obtained either directly or indirectly from this Site, howsoever arising and whether in contract, tort, negligence, misrepresentation or otherwise.

Under no circumstances shall the JRM&Js have any liability for any loss of profit, business opportunity, goodwill, anticipated savings or data, or for any special, indirect, incidental or consequential loss or damages of whatsoever kind resulting from the use of this Site or any information or other content obtained either directly or indirectly from this Site, howsoever arising and whether in contract, tort, negligence, misrepresentation or otherwise.

You shall be liable to us for any loss, liability or cost we (or any of our affiliates) suffer as a result of your use of this Site or any breach of these terms and conditions. By using this Site you agree to indemnify and hold harmless the JRM&Js and its affiliates against all legal fees, claims, liabilities, damages, costs, losses and other expenses that may be incurred or suffered by the JRM&Js or its affiliates as a result of your use of the Site or breach of these terms and conditions.

14. Applicable law

These terms and conditions are governed by and will be construed in accordance with the laws of the Island of Jersey. Any disputes arising under or in connection with these terms and conditions shall be subject to the non-exclusive jurisdiction of the Royal Court of Jersey.

15. Comments

If you have any comments or questions about the Site please contact us at mandj-chairman@jerseyreds.je

16. General

Any failure by us to exercise any right or remedy under these terms and conditions or at law does not constitute a waiver of that right or remedy or a waiver of any other rights or remedies. No single or partial exercise of a right or remedy by us under these terms and conditions or at law prevents further exercise of the right or remedy or the exercise of any other right or remedy.

If a competent court of law or authority finds that any part of these terms and conditions is invalid, unlawful or unenforceable to any extent, we shall delete the relevant part from the terms and conditions and the remainder of the terms and conditions shall continue to be valid and enforceable to the fullest extent permitted by the laws of the Island of Jersey.