



The Footballers' Concierge - Terms and Conditions

1. Definitions

1. Agreement - these terms and conditions and the application form.
2. Associated Member – any 2nd member as named on the application form.
3. The Footballers' Concierge – The Crackerjack Group Ltd is a limited company trading as The Footballers' Concierge registered in England and Wales with registered number 10606629. Our registered office is 20-22 Broomfield House, Lanswoodpark, Broomfield Road, Elmstead, CO7 7FD
4. Membership Fee – the annual membership fee payable under this Agreement, if any.
5. Promotions – those promotions currently offered by The Footballers' Concierge suppliers to The Footballers' Concierge members, as listed on The Footballers' Concierge packages.
6. You - the member named on the application form.

2. Duration

1. Membership of The Footballers' Concierge starts when Your 12-month Membership Fee has been paid or agreed monthly plan arranged by direct debit has been set up. Once you have joined and activated your membership, you will receive a membership package that displays your expiry date. Your membership will renew automatically on each anniversary of your start date, subject to the payment of any renewal Membership Fee and unless either party notifies the other of termination in writing in advance of any anniversary. Before that date, The Footballers' Concierge will contact you to explain the renewal process.
2. Membership starts when your application form has been accepted by The Footballers' Concierge. Packages may be upgraded by you at any time to upper tier Memberships on The Footballers' Concierge website, in which event Your 12-month Membership will incur the differentiated fee between your packages, payable upfront.

3. Membership benefits

1. Membership of The Footballers' Concierge entitles You to take advantage of the Promotions and services which are listed on your Footballers' Concierge package. These terms and conditions (including without limitation section 9) shall apply to Limited Membership, except to the extent that they regulate payment arrangements and Promotions.

4. Membership conditions

1. Your membership is personal to You and You may only use Your membership in person. It may not be used by any third party.
2. The Footballers' Concierge Promotions are intended for members. You must keep any membership number, code and any other membership information confidential and not disclose to any third parties.
3. You are responsible for ensuring that any Associated Member also complies with this Agreement.
4. In applying for membership, You confirm that You (and if applicable, to any Associated Member) are over 18.
5. You may not assign Your membership to any third party. The Footballers' Concierge may assign this Agreement to a third party and may subcontract its obligations.
6. Any variation of these terms and conditions is inapplicable unless agreed in writing by The Footballers' Concierge.
7. You must supply The Footballers' Concierge with accurate and up-to-date personal details, (including, if applicable, details of any Associated Member) and You must notify The Footballers' Concierge immediately of any changes to Your membership details, including any change of address.
8. You must notify The Footballers' Concierge immediately if Your membership is lost or stolen.

9. You must follow any other membership rules which The Footballers' Concierge may introduce from time to time, regarding the use of Your membership card or taking up Promotions. Any current membership rules will be posted on The Footballers' Concierge website.

10. Promotions are for personal use only and may not be used for commercial purposes, resold or (generally) combined with any other promotion.

5. Changes to Promotions

1. Whilst The Footballers' Concierge makes every effort to ensure that Promotions are left in place for at least 12 months from their launch, it reserves the right to vary, add to and withdraw Promotions from time to time without notice. You are advised to check the current Promotions immediately before making use of Your membership card.

6. Payment Provisions

1. If a Membership Fee is payable, You must pay it in advance with Your membership application and then in advance of the renewal date unless on a monthly direct debit plan. If You pay by card, future Membership Fees will be taken from the same card automatically when they fall due. The Footballers' Concierge will notify You in advance.

2. You must pay any Membership Fee by debit/credit card or bank transfer. In any event, The Footballers' Concierge reserves the right to change the required payment method to direct debit or any other method, at its discretion. You must assist The Footballers' Concierge by completing any documents required to make such changes, such as a direct debit mandate.

3. The Footballers' Concierge reserves the right by giving notice to You at any time before a renewal date, to introduce or increase any Membership Fee for the following membership year. If it does so, You may cancel Your membership with effect from the next renewal date, by giving written notice to The Footballers' Concierge in advance of renewal.

4. The Footballers' Concierge may charge a reasonable administrative fee if You notify any change of membership details or request a replacement card.

5. The Membership Fee is inclusive of any VAT.

6. If You fail to make any payment on time, The Footballers' Concierge may;

- 1. cancel the Agreement; or
- 2. suspend Your access to Promotions until payment is made in full.

7. Complaints and liability

1. The Promotions are offered to You by our suppliers. Once You take up any Promotion, You will be contracting directly with the relevant supplier and any complaint about the goods or services concerned should be raised immediately with the supplier, and not with The Footballers' Concierge.

2. Likewise, any complaint about a supplier failing to honour the terms of any Promotion should also be raised directly with the supplier. However, The Footballers' Concierge would also like to be notified of any such problems straight away, and in any event within 7 days of the problem arising.

3. Provided You do so, The Footballers' Concierge will endeavour to assist You in resolving such complaints with the supplier.

4. The Footballers' Concierge will use its best endeavours to ensure that details of Promotions published on its website and promotional mediums from time to time are accurate and up-to-date. However, The Footballers' Concierge shall not be liable for any goods or services provided to You (or if applicable, to any Associated Member) by any of its suppliers, nor for any failure of its suppliers to honour any Promotions.

5. The Footballers' Concierge shall not be responsible for any complaints or dissatisfaction which are the fault of You (or if applicable, to any Associated Member), or of any third party not being an employee, agent or sub-contractor of The Footballers' Concierge acting in the course of his engagement.

6. The Footballers' Concierge does not warrant or represent that any Promotions are wholly exclusive to its members, nor that similar promotions might not be offered to non-members from time to time.

7. The Footballers' Concierge shall not be liable for any indirect or consequential loss, damage, cost or expense of any kind whatever and however caused.

8. The terms of this Agreement represents the entire agreement between the parties. This section 7 and the other provisions of this Agreement do not affect Your statutory rights as a consumer.

9. In any event, save where such liability may not be limited by law, The Footballers' Concierge total liability to You (or if applicable, to any Associated Member) (whether in contract, tort including negligence or otherwise) under or

in connection with this Agreement shall not exceed the then current Membership Fee in aggregate.

8. Cancellation

1. You have a right to cancel this agreement at any time within the period of 14 days from the date of application for membership, without giving any reason. To exercise the right to cancel, You must inform The Footballers' Concierge – The Crackerjack Group Ltd Our registered office is 20-22 Broomfield House, Lanswoodpark, Broomfield Road, Elmstead, CO7 7FD, info@thefootballersconcierge.com of Your decision to cancel this Agreement by a clear statement (eg. a phone call to the Customer Service Team, a letter sent by post or email). Cancellation does not need to be in writing. You may use the model cancellation form below, but it is not obligatory. In any event You must be able to show clear evidence of when the cancellation was made. To meet the cancellation deadline, you must notify The Footballers' Concierge of Your cancellation before the cancellation period has expired.

Effects of cancellation

If You cancel this Agreement as above, The Footballers' Concierge will reimburse to You any payments received from You. To: Footballers' Concierge – The Crackerjack Group Ltd registered in England and Wales with registered number 10606629. Our registered office is 20-22 Broomfield House, Lanswoodpark, Broomfield Road, Elmstead, CO7 7FD

I hereby give notice that I wish to cancel my Agreement with You (including if applicable, any Associated Membership).

Signed (unless by e-mail):

Date:

Name and Address:

1. The Footballers' Concierge may cancel this Agreement with immediate effect on written notice if You (or if applicable, any Associated Member);- - default in payment of any Membership Fee; - are declared bankrupt; - breach any of Your other obligations under this Agreement. No reimbursement of any part of any Membership Fee will be paid in that event.
2. The Footballers' Concierge also reserves the right at any time by 14 days advance notice to You to cancel this Agreement. In that event, The Footballers' Concierge will reimburse You with a proportionate part of the current Membership Fee.

9. Privacy and Data Processing

1. For the purposes of this clause 9, the following definitions will apply;- GDPR - The General Data Protection Regulation (EU) 2016/679 ("GDPR), and any laws which implement or amend it;

Personal Data - data that relates to an identifiable person who can be directly or indirectly identified from that data

Privacy Policy - The Footballers' Concierge privacy policy from time to time, and subject to future amendments and updates by The Footballers' Concierge – the terms of which can be accessed online at www.thefootballersconcierge.com;

Protected Data - Personal Data received from or on behalf of You, whether in connection with You or any

Associated Member or otherwise, in connection with the performance of The Footballers' Concierge obligations under this Agreement.

2. The Footballers' Concierge recognises the importance of Your privacy. It undertakes to keep Your Protected Data confidential and to comply with the GDPR. The Footballers' Concierge will not disclose your details to any third parties without Your permission, whether for marketing purposes or otherwise, except;- if it is required by law to do so; - with its suppliers in relation to administering specific Promotions which You have taken up or enquired about; or - in accordance with the Privacy Policy.

3. The Footballers' Concierge may obtain personal and financial information including information about Your membership and about Your usage of Promotions from its suppliers and You authorise such suppliers to release such information to The Footballers' Concierge, provided that such information shall be regulated by the other provisions of this section.

4. The Footballers' Concierge may use Your membership and personal details to administer Your membership and payment of Membership Fees, provide suitable services and information to You, verify Your identity, monitor Your usage of Promotions, carry out marketing analysis and make general improvements to its services, obtain Your views or comments and provide statistical analysis. The Footballers' Concierge may continue to use this information after the end of Your period of membership for historical and statistical purposes.

5. The Footballers' Concierge may transfer Your Protected Data to a third party as part of a sale of some or all of its business and assets to any third party or as part of any business restructuring or reorganisation, but in that event will take steps with the aim of ensuring that Your privacy rights continue to be protected.

6. The Footballers' Concierge may from time to time contact You directly as to products or services which may be of interest to You. You may object in writing if You do not wish to receive such material from The Footballers' Concierge.

7. You must ensure all instructions given by You to The Footballers' Concierge in respect of Protected Data are all times in accordance with GDPR.

8. This agreement constitutes Your acceptance of the terms of the Privacy Policy. The Footballers' Concierge will comply with the terms of the Privacy Policy in respect of the Protected Data.

9. This clause 9 will continue in force after the termination of this agreement for any reason.

Miscellaneous

1. Neither party shall be liable for any delay in performing or failing to perform any of its obligations under this Agreement due to any event beyond the reasonable control of that party.

2. The Footballers' Concierge retains ownership of copyright and all other intellectual property rights to its website and all material produced or used in relation to this Agreement.

3. This Agreement is the entire statement of the agreement between the parties relating to the subject matter of the Agreement. 4. This Agreement will be construed in accordance with and governed by the law of England and Wales.

The Footballers' Concierge

Signed:

Conor Scurlock
Managing Director

A handwritten signature in black ink, appearing to read 'Conor Scurlock', written over a light blue horizontal line.