



# TERMS & CONDITIONS

## About us

FootFive Co Ltd ("FootFive") brings the exciting, fast paced, end-to-end game 5-a-side football to Mauritius. 5-a-side is played on state-of-the-art, all weather, floodlit, synthetic grass facilities. It is played all year round, rain or shine, day and night. More action! More goals! More football! Small pitches, great locations, short game times and manageable team sizes make the small-sided game (5v5) more accessible than conventional football (11v11).

## Use of Facilities

Admission to the property and facilities are reserved.

By participating in the 5-a-side football, you understand the contact nature of the sport and understand the risks associated therewith.

Team captains are responsible for team fees and if not paid in full, FootFive can hold captains liable for the full fee.

Any person entering the facility ("the property") and / or utilising any of the facilities on the property ("facilities") shall do so entirely at their own risk. Neither FootFive, its shareholders, the operators of the property and facilities, any of their directors, insurers, prescribed officers nor employees shall be liable for any loss, damage or injury (bodily injury, personal injury, sickness, disease, death), accidental or otherwise or any other loss of any kind to any property of or suffered by any person howsoever arising or by whomsoever caused by any manner connected with the use of the property and/or facilities, whether any such liability, claims, and demands result from the act, omission, negligence, or other fault on the part of the shareholders, operators, directors, prescribed officer or employees of FootFive, and agrees to indemnify the aforesaid parties for all liabilities or losses incurred in connection with their use of the property and facilities, without limitation.

## Conditions of Use

- Shin Pads must be worn at all times during the game (including goalkeepers).
- Jewellery must be removed or taped up during matches (including goalkeepers).
- Crockery and glass are not to be taken into changing areas or onto the pitches.
- Smoking is not permitted inside the premises or on the pitches.
- In the event of a fire, players and guests should make their way calmly to the nearest clearly marked exit.
- FootFive can prevent entering or remove anyone the premises if they think their behaviour or appearance is unsuitable .
- Footwear must be either: Astro-boots, Trainers or soft rubber moulded boots, under no circumstances are Blades or Screw in Studs permitted.
- FootFive may from time to time, without prior notice, change the operating hours of the centre, close the centre or any part of it temporarily, restrict the number of persons having access to the centre, and/ or suspend or cancel any activity if we consider that the circumstances so require.
- 5-A-Side football is a vigorous sport and players and their guests should only undertake the activity to a level, which reflects their level of fitness. Players and their guests are responsible for monitoring their own condition during play. FootFive will not be responsible for any harm you may suffer as a result of taking part in any activity on our premises unless it is caused by our negligence.
- FootFive liability for damage or loss to user property is strictly limited to any damage or loss suffered as a result of FootFive negligence. With this exception FootFive will not accept liability for the safety of users personal property brought on to the premises. Any property stored in lockers is done so entirely at the user's risk.
- FootFive cannot accept any liability for any accident or injury to any member, child or user that may

happen on the premises or within the grounds of the premises, other than liability that arises from FootFive's negligence. If any member (or other user) suffers an accident or injury whilst on the premises, it, and its circumstances must be reported immediately to the Duty Manager.

- FootFive may photograph, film, videotape, record or otherwise reproduce the image and/or voice of any person who enters the premises and use the same for any purpose without payment to any person.
- Players must show consideration for other people in the premises. FootFive will not tolerate rude or abusive language or the threat or use of violence towards other guests or its staff.
- FootFive's Terms and Conditions of Use are subject to change without notice.

### **Use of Online Website**

You may only use this site to browse the content, make legitimate purchases and shall not use this site for any other purposes, including without limitation, to make any speculative, false or fraudulent purchase. The site and the content provided in this site may not be copied, reproduced, republished, uploaded, posted, transmitted or distributed. 'Deep-linking', 'embedding' or using analogous technology is strictly prohibited. Unauthorized use of this site and/or the materials contained on this site may violate applicable copyright, trademark or other intellectual property laws or other laws.

### **Disclaimer of Warranty**

The contents of this site are provided "as is" without warranty of any kind, either expressed or implied, including but not limited to warranties of merchantability, fitness for a purpose and non-infringement. The owner of this site, the authors of these contents and in general anybody connected to this site in any way, from now on collectively called "Providers", assume no responsibility for errors or omissions in these contents. The Providers further do not warrant, guarantee or make any representation regarding the safety, reliability, accuracy, correctness or completeness of these contents. The Providers shall not be liable for any direct, indirect, general, special, incidental or consequential damages (including -without limitation- data loss, lost revenues and lost profit) which may result from the inability to use or the correct or incorrect use, abuse, or misuse of these contents, even if the Providers have been informed of the possibilities of such damages. The Providers cannot assume any obligation or responsibility. The use of these contents is forbidden in those places where the law does not allow this disclaimer to take full effect.

### **Our Rights**

We reserve the right to:

- Modify or withdraw, temporarily or permanently, the Website (or any part of) with or without notice to you and you confirm that we shall not be liable to you or any third party for any modification to or withdrawal of the Website; and/or
- Change these Conditions from time to time, and your continued use of the Website (or any part of) following such change shall be deemed to be your acceptance of such change. It is your responsibility to check regularly to determine whether the Conditions have been changed. If you do not agree to any change to the Conditions then you must immediately stop using the Website.
- We will use our reasonable endeavours to maintain the Website. The Website is subject to change from time to time. You will not be eligible for any compensation because you cannot use any part of the Website or because of a failure, suspension or withdrawal of all or part of the Website due to circumstances beyond our control.

### **Privacy Policy and Data Protection**

Words appearing in inverted commas, shall have the meaning ascribed thereto in the The Data Protection Act 2004 along with its applicable regulations.

We are committed to protecting your privacy and protecting your "personal information". This privacy policy applies to all the web pages related to this Website.

By continuing to use this Website, you agree: to the terms and conditions set out in this clause which constitutes our privacy policy; and consent to us "processing" the "personal information" that we may obtain via your completion of our online forms, participation in any of our programmes, events and/or activations (online or offline) and in particular you agree and consent to our "processing" of your "personal information" by making same available to sponsors when you participate in programmes, such as said sponsor events/activations or online sponsor 'widgets'. If you do not agree with this privacy policy, please do not continue to use the Website and/or our services. The information will not be used for anything other than that stated in these terms and conditions. The Website may collect certain information about your visit, such as the name of the Internet service provider and the Internet Protocol (IP) address through which you access the Internet; the date and time you access the Website; the pages that you access while at the Website; the Internet address of the Website from which you linked directly to our



site; your email address; your cell number; your date of birth; your preferred venue; your position and the answer to the given multiple choice question . This information is used to help improve the Website, analyze trends, administer the Website and profile our market. We may need to change this privacy policy from time to time in order to align it with legislation, address new issues and reflect changes on our Website. We will post those changes here so that you will always know what information we gather, how we might use that information, and whether we will disclose that information to anyone. Please refer back to this privacy policy regularly. If you have any questions or concerns about our privacy policy, please send us an e-mail. Your continued use of the Website following the posting of changes to these terms and conditions and continued engagement and use of our services, will mean that you accept those changes and consent to the "processing" of your "personal information", by us.

### **Cookie/Tracking Technology**

The Website may use cookie and tracking technology depending on the features offered. Cookie and tracking technology are useful for gathering information such as browser type and operating system, tracking the number of visitors to the Website, and understanding how visitors use the Website. Cookies can also help customize the Website for visitors. Personal information cannot be collected via cookies and other tracking technology; however, if you previously provided personally identifiable information, cookies may be tied to such information. Aggregate cookie and tracking information may be shared with third parties.

### **Third Party Links**

In an attempt to provide increased value to our Users, we may provide links to other websites or resources. You acknowledge and agree that we are not responsible for the availability of such external sites or resources, and do not endorse and are not responsible or liable, directly or indirectly, for the privacy practices or the content (including misrepresentative or defamatory content) of such websites, including (without limitation) any advertising, products or other materials or services on or available from such websites or resources, nor for any damage, loss or offence caused or alleged to be caused by, or in connection with, the use of or reliance on any such content, goods or services available on such external sites or resources.

### **Refunds/returns Policy**

Should you for any reason wish to cancel your purchase/ booking you will be liable for a 15% handling fee. You must advise us in writing of your cancellation at least 72 hours before the scheduled booking time and any such cancellation must be signed by the person who made the original purchase. In case of goods, the goods must be returned to us undamaged in the original packaging within 14 calendar days.

### **Payment Options and Pricing**

All transactions will be processed in Mauritius Rupees (MUR). FootFive endeavours to offer you competitive prices on current products; your total order price will include the price of the purchase plus any applicable sales tax. FootFive reserves the right to change pricing at any time without prior notice.

### **Credit Card**

We accept MasterCard and Visa credit cards.

### **JuicebyMCB**

If you do not have a credit card, you can effect your payment using JuicebyMCB .

To do so, select JuicebyMCB as your payment method and click on "Proceed to Payment" to checkout and follow the payment instructions.

Make your payment via Juice By MCB using the Pay Juice Agent Option of your JUICE mobile Application Search for «FootFive Bagatelle» or scan the QR Code. Please use your mobile number as the payment note. Please insert your Transaction Reference provided by Juice By MCB in the designated box.

Your payment won't be applied until the funds have been cleared in our account. You can follow-up with us by calling our reception.

### **Monitoring**

We have the right, but not the obligation, to monitor any activity and content associated with the Website. We may investigate any reported violation of these Conditions or complaints and take any action that we deem appropriate (which may include, but is not limited to, issuing warnings, suspending, terminating



or attaching conditions to your access and/or removing any materials from the Website).

### **Law**

The Conditions will be exclusively governed by and construed in accordance with the laws of Mauritius whose Courts will have exclusive jurisdiction in any dispute, save that we have the right, at our sole discretion, to commence and pursue proceedings in alternative jurisdictions.

### **Updating of these Terms and Conditions**

We reserve the right to change, modify, add to or remove from portions or the whole of these Terms and Conditions from time to time. Changes to these Terms and Conditions will become effective upon such changes being posted to this Website. It is the User's obligation to periodically check these Terms and Conditions at the Website for changes or updates. The User's continued use of this Website following the posting of changes or updates will be considered notice of the User's acceptance to abide by and be bound by these Terms and Conditions, including such changes or updates.

### **Consent**

I understand that all the designs and trademarks are registered to FootFive and hereby accept the terms and conditions. I undertake not to copy/duplicate the trademarks and designs directly or indirectly in anyway and understand the legal implications thereof. Should I be found to be in violation of this agreement I understand that I will be held liable for all legal costs incurred by FootFive for any civil action or any legal action deemed necessary against me.