GunsOnPegs Terms and Conditions

Summary of Key Points

• Guns and shoots must agree to these terms and conditions

• It is the guns and shoots responsibility to ensure guns and shoots are appropriately certificated and legitimate

• GunsOnPegs reserves the right to check any information posted on the site but does not accept any responsibility to do so

• GunsOnPegs reserves the right to remove information

• GunsOnPegs accepts no responsibility for content placed on site by others or for their identity

• Sales are agreed privately between guns and shoots

• GunsOnPegs accepts no responsibility for ensuring products and/or services are supplied or paid for

• Users should not take information from the site for other purposes

• GunsOnPegs has the right to use information and media supplied for other purposes

1. General Conditions of Use

1.1. You must read, agree with and accept all of the terms and conditions contained in this User Agreement, before you may become a user of the Site.

1.2. We may amend this User Agreement at any time by giving you notice by either e-mail or by posting the amended User Agreement on the Site. Any amended User Agreement will govern new user registrations from the date that it is posted on the Site.

1.3. Existing users will be bound by the amended User Agreement after the expiry of 30 days following the date of a Notice.

1.4. Users agree to provide current and working email and telephone addresses. GunsOnPegs may withdraw all or part of a user's site content or membership at any time.

1.5. Our services are not available to, and may not be used by, persons under the age of 18.

1.6. You must choose a User ID and password on completion of registration. You are responsible for all actions taken under that User ID and password and shall only use or utilise the Site using your own User ID and password. You must use every effort to keep your password safe and should not disclose it to any other person. You shall not transfer or sell your User ID to any other person. You shall also not permit, either directly or indirectly, any other person to utilise your User ID or password.

1.7. The Site acts as a venue which allows registered users to offer, buy and sell legal game shooting and related products and services We do not review listings provided by users and we never possess the items offered through the Site.

1.8. We have no control over the quality, safety or legality of the items or services listed, the truth or accuracy of the listings, the ability of shoots to sell items or the ability of guns to pay for items. Do

not assume that the offer, sale or purchase of any item or service is valid and legal simply because it is listed on the Site. We are not responsible for ensuring that guns and shoots actually complete a transaction. You accept sole responsibility for the legality of your actions under laws applying to you.

1.9. You must not offer, sell or buy any items or services that are not legal in the UK. We do not accept any obligation to protect you from unsafe items or services listed for sale on our Site.

1.10. Because user verification on the Internet is not always possible, we cannot and do not confirm the purported identity of users or the validity of the information which users post to the Site.

2. Communication between buyers and sellers

2.1. We encourage you to communicate with potential trading partners using the tools available on the Site.

2.2. You must not take any actions that may undermine the integrity of the feedback system.

2.3. We reserve the right to remove or limit your use of the site for any reason in particular but not limited to in the event of negative feedback

2.4. In the event that you have any right, claim or action against any other user arising from that user's use of the Site, you agree to pursue such right, claim or action independently of and without recourse to us, and you release GunsOnPegs (and our parent, subsidiaries, affiliates, officers, directors, agents and employees) from all claims, liability, damages, losses, costs and expenses, including legal fees, known and unknown, arising from or in any way connected with such right, claim or action.

2.5. We do not control the information provided by other users that is made available through the Site. You may find other user's information to be offensive, harmful, inaccurate, or deceptive. Please use caution, common sense, and practice safe trading when using the Site. Please note that there are also risks of dealing with underage persons or people acting under false pretences. By using this Site, you agree to accept such risks and agree that GunsOnPegs is not responsible for the acts or omissions of users on the Site.

3. Guns.

3.1. As a buyer, you have a legal obligation to complete a transaction with a shoot if you have agreed terms with the shoot either verbally or by email, fax or letter etc.

3.2. Offers/agreements to purchase are only retractable in exceptional circumstances, such as when the shoot materially changes the item's description after an offer is agreed or a clear typographical error is made.

3.3. As buyer, you must ensure that you are legally able to bid for and buy any item or service that you bid for.

3.4. If you purchase GunsOnPegs Premium membership, you are entitled to a full refund within 14 days except if you have used the ‘PegMatch’ aspect of the service.

3.5 Premium subscriptions are automatically renewed on an annual basis. The refund period applies on renewal but you are able to opt out of renewal at any time prior.

4. Shoots.

4.1. If you are a seller, you must ensure that you are legally able to sell each item or service included in a listing on the Site, and that it is lawful to sell such item or service to UK residents or (if the buyer is resident overseas) that it is lawful to sell such item or service to a person resident in the buyer's jurisdiction. You must describe your item or service and all terms of sale on the listing page of the Site. Your listings may only include text descriptions, graphics, pictures and other content relevant to the sale of that item or service and you are responsible for ensuring that you have the right to use all content in your listings and we have the right to host it on our servers.

4.2. You acknowledge that we will commence supplying our services to you as soon as you have uploaded your location or advert to our site, and you recognise that you will not have the right to cancel any listing under the Consumer Protection (Distance Selling) Regulations 2000 or any equivalent legislation in your jurisdiction.

4.3. Without limiting any other remedies, we may suspend or terminate your membership or registration if we suspect that you have engaged or are about to engage in, or have been in any way involved in or linked to, fraudulent activity in connection with the Site.

4.4. You acknowledge that upon uploading your location or advert to our site, your telephone number, given by you in your profile, may be passed to premium users who wish to contact you directly regarding your advert.

5. Manipulation.

5.1. You must not interfere with other user's listing(s).

6. Fees.

6.1. When you list an item or service you have an opportunity to review and accept any fees that you will be charged.

6.2. We sometimes charge fees for listing items or services for sale through our Site and

6.3. We may also operate an honesty policy where we ask shoots to pay GunsOnPegs a sales fee based on the value of any transaction made. Fees will become payable upon sale or if shoots fail to confirm a no-sale to any contacts introduced by email. Fees are payable on the total value of sales made.

6.4. Unless otherwise stated, all fees are payable in GB Pounds sterling. Whether you are a business or not, value added tax and other taxes may apply to your transaction. You agree that we may issue you with invoices in electronic format by email.

7. Your Information.

7.1. Definition "Your Information" is defined as any information you provide to us or other users in relation to the service including but not limited to the registration, listing or feedback process (including, without limitation, any description of items listed), your postings on the message boards and any other content that you post within the Site. You are solely responsible for Your Information, and we act as a mere conduit for your online distribution and publication of Your Information.

7.2. Restrictions: Your Information and your activities on our Site must not:

7.2.1. be false, inaccurate or misleading;

7.2.2. be offensive or menacing, abusive, defamatory, or in breach of copyright, confidence, privacy or any other rights;

7.2.3. infringe any third party's copyright, patent, trade mark, trade secret or other proprietary rights or rights of publicity or privacy;

7.2.4. be fraudulent;

7.2.5. be in breach of any applicable laws or regulations;

7.2.6. be obscene, indecent or pornographic;

7.2.7. create liability for us or cause us to lose (in whole or in part) the services of our ISPs or other suppliers;

7.2.8. contain any computer viruses, macro viruses, trojan horses, worms or anything else designed to interfere with, interrupt or disrupt the normal operating procedures of a computer or to surreptitiously intercept, access without authority or expropriate any system, data or personal information;

7.2.9. cause the Site to be interrupted, damaged, rendered less efficient or such that the effectiveness or functionality of the Site is in any way impaired.

8. Licence

8.1. To enable GunsOnPegs to use Your Information and Media, you grant us a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sublicensable (through multiple tiers) assignable licence to exercise the copyright, trade mark, publicity, database rights and all other intellectual property rights you have in Your Information, in any media now known or not currently known. You also waive all moral rights you have in Your Information to the fullest extent permitted by law.

9. Access and Interference.

9.1. You agree that you will not use any robot, spider, scraper or other automated means to access the Site for any purpose without our express written permission. Additionally, you agree that you will not:

9.1.1. take any action that imposes, or may impose in our sole discretion an unreasonable or disproportionately large load on our infrastructure;

9.1.2. copy, reproduce, modify, create derivative works from, distribute or publicly display any content (except for Your Information) from the Site without the prior expressed written permission of GunsOnPegs and the appropriate third party, as applicable;

9.1.3. interfere or attempt to interfere with the proper working of the Site or any activities conducted on the Site

9.2. We do not authorise you to extract or re-utilise substantial parts of our Site, or to make systematic and repeated extractions or re-utilisations of insubstantial parts of our Site.

10. Your Use of Other Users' Information.

10.1. In order to facilitate interaction among all GunsOnPegs community members, our service allows you limited access to other users' contact information. Shoots and guns have access to the User ID, email address and other contact information sent to each other.

10.2. By accepting this User Agreement, you agree that, with respect to other users' personally identifiable information that you obtain through the Site or through any GunsOnPegs -related communication or GunsOnPegs-facilitated transaction, you may only use such information for:

10.2.1. GunsOnPegs-related communications that are not unsolicited commercial messages and relate to your genuine participation in an GunsOnPegs-facilitated transaction,

10.2.2. using services offered through GunsOnPegs, and

10.2.3. any other purpose that such user expressly agrees to after adequate disclosure of the purpose(s). In addition, you shall only use such information in accordance with applicable laws and regulations, including without limitation data protection and privacy laws.

10.3. In all cases, you must give users an opportunity to remove themselves from your database and a chance to review what information you have collected about them. In addition, under no circumstances, except as defined in this Section, can you disclose personally identifiable information about another user to any third party without our consent and the consent of such other user after adequate disclosure.

10.4. GunsOnPegs and our users do not tolerate spam or unsolicited commercial communications. Therefore, without limiting the foregoing, you shall not add a GunsOnPegs employee or a GunsOnPegs user, even a user who has purchased an item from you, to your mail list (email or physical mail) without their express written consent after adequate disclosure.

11. Breach.

11.1. Without limiting our other remedies, we may limit your activity on the Site, immediately issue a warning, suspend or terminate your user registration or any of your item or service listings and refuse to provide our services to you without notice to you:

11.1.1. if you breach this User Agreement or the documents incorporated by reference;

11.1.2. if, despite our reasonable endeavours, we are unable to verify or authenticate any information you provide to us; or

11.1.3. if we believe that your actions may cause us financial loss or legal liability.

12. Transfer of Data

12.1. We reserve the right to store your data on our servers wherever they may be situated. If you object to your Information being transferred or used in this way please do not register.

13. No Warranty.

13.1. We (and our parent, subsidiaries, affiliates, officers, directors, agents and employees) do not guarantee continuous, uninterrupted or secure access to our services, and operation of the Site may be interfered with by numerous factors outside of our control.

13.2. Our website and our services are provided "as is" and as and when available, and to the extent permissible by law we exclude all implied warranties, conditions or other terms, whether implied by statute or otherwise, including without limitation any terms as to skill and care or timeliness of performance. Some jurisdictions do not allow the disclaimer of implied warranties, so the foregoing disclaimer may not apply to you.

14. Limitation of Liability.

14.1. Nothing in this User Agreement shall limit or exclude our liability for fraudulent misrepresentation, or for death or personal injury resulting from our negligence or the negligence of our, agents or employees. Subject to the foregoing, we (including our parent, subsidiaries, affiliates, officers, directors, agents and employees) will not be liable for any economic losses (including, without limitation, loss of revenues, profits, contracts, business or anticipated savings), any loss of goodwill or reputation, or any special, indirect or consequential damages (however arising, including negligence) arising out of or in connection with this User Agreement. Some jurisdictions do not allow the exclusion of incidental or consequential damages, so the above exclusion may not apply to you.

14.2. We (including our parent, subsidiaries, affiliates, officers, directors, agents and employees) also have no liability of any sort (including liability for negligence) for the acts or omissions of other providers of telecommunications services or for faults in or failures of their networks and equipment.

14.3. Our liability to you or any third party, and the liability of our parent, subsidiaries, affiliates, officers, directors, agents and employees, in any circumstance is limited to the greater of (a) the total fees you have paid to us in relation to the listing or other service offered giving rise to liability, and (b) £100.

15. Indemnity.

15.1. You agree to indemnify and hold us and (as applicable) our parent, subsidiaries, affiliates, officers, directors, agents, and employees, harmless from any claim or demand, including reasonable legal fees, made by any third party due to or arising out of your breach of this User Agreement (including the documents incorporated by reference), or your violation of any law or the rights of a third party.

16. Notices.

16.1. Unless otherwise explicitly stated, notices to GunsOnPegs must be sent by registered mail to our registered office which is currently situated at New Bridge Street House, 30-34 New Bridge Street, London, EC4V 6BJ and notices to you will be sent to the email address that you provide to GunsOnPegs during the registration process (receipt is deemed 24 hours after an email is sent, unless we receive notice that the email address is invalid), or by registered mail.

17. Governing Law and Legal Compliance.

17.1. This User Agreement shall be governed by and construed in accordance with English law and subject to the exclusive jurisdiction of the English courts.

17.2. Please note, that your country (and/or that of any user you deal with) may have laws which apply to your transactions with other users regardless of what you agree with us (now) or with that user (later).

17.3. The laws of your country may be different from English law, including laws governing what can be legally offered, sold or bought. There may be additional legal requirements, relating to (for example) the requirement to hold a licence to buy or sell certain items or services, or to register a transfer in a central registry. You shall comply with all applicable domestic and international laws, statutes, ordinances and regulations regarding your use of our service and your bidding on, listing, purchase and solicitation of offers to purchase and sale of items or services. There is no practical way for us to continually monitor the laws of every country, or each user transaction. Please do not assume that you are allowed to do what other users do, or that we are approving or validating any transaction, even if you have successfully made similar sales or purchases in the past.

18. Third Party Rights.

18.1. A person who is not a party to this User Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this User Agreement but this does not affect any right or remedy of a third party specified in this User Agreement or which exists or is available apart from that Act.

19. General.

19.1. If any provision of this User Agreement is held to be invalid or unenforceable, such provision shall be struck out and the remaining provisions shall be enforceable. You agree that this User Agreement and all incorporated agreements may be automatically assigned by GunsOnPegs, in our sole discretion, to a third party in the event of a merger or acquisition or any other event. You and GunsOnPegs are independent contractors, and no agency, partnership, joint venture, employee-employer or franchisor-franchisee relationship is intended or created by this User Agreement. Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section. Our failure to act with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches. This User Agreement sets forth the entire understanding and agreement between us with respect to its subject matter. No oral explanation or oral information given by any party shall alter the interpretation of this User Agreement.

19.2. All sections intended to survive termination of this agreement including but not limited to Sections 6 (Fees), 7 (Your Information), 8 (Licence), 13 (No Warranty), 14 (Limitation of Liability), 15 (Indemnity), 17 (Governing Law), 18(Third Party Right) and 19 (General) shall survive any termination of this User Agreement.