
GFFF Small Sided Football Goals - Terms and Conditions

Applicability and Acceptance of Terms and Conditions

1. These Terms and Conditions apply to each application that Football Federation Australia Limited (ACN 106 478 068) (**FFA**) accepts from an eligible football Club (**Club**) for the supply of Small Sided Football Goals (the **Goals**) as part of the Grassroots Football Facilities Fund (**GFFF**) program.
2. By submitting an application to FFA for Goals (**Application**), a Club agrees to be bound by these Terms and Conditions. No variation by a Club of these Conditions will be valid unless FFA's authorised representative gives the Club written confirmation that that variation is accepted. FFA may make changes to these Terms and Conditions from time to time. If it does, FFA will notify the Club in writing before they take effect. A Club's acceptance of Goals after the date FFA notified the Club of a change is deemed acceptance of those changes.

Delivery

3. Club acknowledges and agrees that the delivery dates given by FFA are a best estimate given in good faith and may be subject to change without notice.
4. FFA, or its nominated representative, will deliver the Goals to the address supplied in the Application. Club agrees that delivery will be complete when the Goals are dispatched to the nominated address.
5. The risk in any Goals will pass to Club on delivery to the nominated address. Club acknowledges that it is responsible to inspect the Goals upon receipt. In the event that the Goals are damaged during transit, the Club must notify FFA of the nature of the damage within seven (7) working days of the date of delivery by sending an email to GFFF@footballaustralia.com.au. Provided that FFA has been notified in accordance with this clause 5, FFA will use best endeavours to replace the Goals.

Defective Goals

6. All Goals come complete with a 12 month manufacturer's guarantee for any faulty parts. FFA makes no additional or independent warranty. All other warranties, express or implied, including the warranties of merchantability and fitness for a particular purpose are disclaimed.
7. FFA undertakes to replace any Goals supplied by it, or its nominated representative, which are returned carriage paid to FFA, or its nominated representative and which are shown to FFA and the supplier's reasonable satisfaction to be defective by reason of faulty material or workmanship within twelve months from the date of their original dispatch.
8. There will be no refund or exchange for damage caused by accident, neglect or misuse. FFA will not be held liable for the loss in transit of any returned item(s).

Limitation of Liability / Indemnity

9. Club agrees to indemnify and hold FFA and its subsidiaries, affiliates, directors, officers, agents, and employees, harmless from any claim or demand, including reasonable legal fees, made by any third party due to or arising out of the Application, any use of the Goals, the Club's violation of these Terms and Conditions, or the Club's violation of any rights of another.
10. Club agrees not to bring any claim or proceeding against FFA for any damage, loss, injury or liability Club may suffer in relation to the Goals. Except for liability that by law cannot be excluded, FFA excludes all liability to Club in tort (including negligence), contract or bailment for acts or omissions of FFA or its employees arising out of or in relation to the use of, or inability to use, the Goals offered through the Application, including, but not limited to, indirect or consequential loss or damages, loss of data, income, profit or opportunity, loss of or damage to property and claims of third parties, even if FFA has been advised of the possibility of such loss or damages or such loss or damages were reasonably foreseeable.
11. If clause 10 is not enforceable in whole or in part in any jurisdiction due to relevant laws, then in no event shall FFA's total liability to the Club for all damages, losses, and claims (whether in contract, tort (including, but not limited to, negligence), or otherwise exceed the purchase price of the Goals.

Unanticipated Events

12. FFA may cancel or suspend delivery of any Goals in the event of any delay or non-performance due directly or indirectly to wars, terrorism, strikes, lockouts, delays or defaults of manufacturers or suppliers, act of God, or any other cause beyond FFA's reasonable control.

Privacy

13. Use or disclosure of any personal information that is provided to FFA as part of this Application is governed by FFA's Privacy Policy available at www.footballaustralia.com.au.

Governing Law

14. These Terms and Conditions will be governed by and construed according to the law of New South Wales and the parties agree to submit to the jurisdiction of the courts and tribunals of or exercising jurisdiction in that State.