

WEST BROMWICH ALBION FOOTBALL CLUB PURCHASE TERMS & CONDITIONS

Details of how the Club uses and protects your personal data, as well as your rights in respect of it, how to exercise your rights and how to contact us is set out in our [Customer Privacy Notice](#). More information about how the Club processes personal data in general can be found in our Privacy Policy at <https://www.wba.co.uk/privacy-policy>.

Information about other people

If you provide information to us about any other people such as your Guests, you must give them a copy of this Privacy Notice so that they understand how their information will be used. You should only provide information about them if you are authorised to do so.

By using our site, you confirm that you accept these Purchase Terms & Conditions and that you agree to comply with them. If you do not agree to these terms, you must not use our site and/or purchase any products from the Club store or online shop (this does not include match and/or event tickets which are purchased under separate terms and conditions that are available on the Club website). We recommend that you print a copy of these terms for future reference.

Your contract of purchase and delivery of products is with West Bromwich Albion Football Club Limited (CRN: 03295063) with its registered address The Hawthorns, West Bromwich, West Midlands, B71 4LF (“we” or the “Club”).

If you need to discuss your order, please contact us on telephone number 0871 271 9795 or alternatively contact us online [here](#).

We only provide products for domestic and private use. By purchasing our products you confirm you are a consumer (i.e. not acting on behalf of a business).

Product Information and Availability

Each product purchased is sold subject to its description on the product page and will conform in all material respect with its description. Delivery options (and timing on delivery) and pricing are also available on the product page. We cannot guarantee that we can deliver products to all countries and/or addresses.

Occasionally, some items may be temporarily out of stock, sell out due to unprecedented demand or be discontinued. Where possible such items will be removed from the website. Where you have placed an order for such an item we will try and contact you to discuss your options. If we are unable to contact you, we will refund the cost of the item via the same payment method you used to pay for the initial transaction unless we are unable to do so (e.g. your credit card used for payment has expired).

The product images on the website are for illustrative purposes only. Every effort has been made to ensure that the colour representation of items shown is as accurate as possible, however colours on the website may vary slightly from actual product colour - please read product description.

The Club reserves the right to change replica kits. The Club abides by the regulations of the appropriate football bodies to prevent price fixing in relation to the sale of replica kit.

Placing an order

You place an order for products on the Club's online shop by following the prompts and clicking "Proceed" at the end of the checkout process. Once you have clicked this button this constitutes an order. Therefore, at all stages of the process please check your order carefully.

Acceptance of an order

All orders are subject to the acceptance by the Club.

Order acceptance and completion of our contract for that order will take place when you receive an order confirmation email confirming your order. The Club is not obliged to provide a product which may have formed part of your order but is not listed in the confirmation email. Payment will be taken at point your order is confirmed.

The Club reserves the right to cancel any order prior to fulfilment due to, but not limited to:

- (a) The relevant product you ordered being out of stock;
- (b) The identification of product pricing and descriptive errors/inaccuracies;
- (c) Being unable to obtain authorisation for your payment and/or fraudulent payment concerns;
- (d) The relevant product is prevented as a result of applicable laws and regulations from being delivered to the delivery address provided by you; and/or
- (e) You are found to have not complied with these terms and conditions or the Club has reasonable suspicions you have not.

To purchase a product you must be at least 18 years old or if between 16-18 years of age you have the consent of your parent / legal guardian to submit such an order (no under 16's are permitted to submit an order). We reserve the right to cancel an order that is made by a minor, under the age of 18, where the consent of that minor's legal guardian has not been received.

You become responsible for any product at the point it is delivered to you. Ownership passes on the Club receiving full payment (including all delivery charges) for the product.

Price

Except in cases of obvious error, the price of our products and delivery charges will be as detailed on our website from time to time.

All prices are inclusive of VAT applicable to the relevant product. If the VAT rate changes prior to you paying for the relevant product, we will adjust the VAT payable. In addition, if you order products for delivery outside of the UK, you are responsible for all duties / levies / applicable laws and regulations that need to be complied with in respect of the delivery of such products. The Club is not liable for payment of or compliance with any such duties / levies and/or applicable laws and regulations. Where a product is not delivered to you as a result of you not paying or complying with any such duties / levies and/or applicable laws and regulations then you remain liable to the Club for the value of your order.

The Club is under no obligation to provide a product to you, even if a confirmation email has been sent in respect of that product, where the product is incorrectly priced and such error is obvious and could have been reasonably recognised by you as an error.

Promotions, sales and offers

All promotions, sales and offers are subject to stock availability and the Club reserves the right to withdraw any promotion, sale and/or offer at any time. Unless specifically stated, a promotion cannot be used in conjunction with any other promotion.

In addition to these terms and conditions, the Club may apply additional terms and conditions to specific promotions, sales and/or offers.

Offers may differ depending on where you purchase a product, e.g. an offer online may not be available instore, and vice versa.

A current WBA Season Ticket Holder is entitled to a 5% discount on all Club merchandise (with the exception of gift cards, any items purchased via auction and/or any limited edition items) that it purchases. In order to claim your 5% discount on ordering via the internet please simply log in using your My Albion account when you are buying your goods. This discount only applies to full price items and therefore does not apply to items reduced in price or part of a sale / multi-buy. This discount cannot be used in conjunction with any other promotional offers.

Faulty / damaged goods

If the item you receive is faulty or damaged in transit please get in contact with us either via telephone on 0871 271 9795 or alternatively contact us online [here](#).

Refunds and Exchanges

In addition to your statutory right to cancel (see below), we offer on a “goodwill” basis the opportunity to return / exchange products in accordance with the Club’s [Returns Policy](#).

Cancellation

Where you have purchased goods via our online store, you may cancel your order for goods at any time up to the 14th day after you receive the goods, unless they are any the following:

- pierced jewellery, face protectors, underwear or swimwear, goods with a seal for health protection and hygiene reasons, or any goods that are likely to deteriorate or expire rapidly;
- sealed DVD’s, videos, CD’s, PC and video games where opened; or
- or any other item specifically manufactured/personalised item to your order.

We need you to give us a clear statement that you wish to cancel, which shall include your name, address, contact details, items to be cancelled. You may use the model cancellation form at the bottom of these terms and conditions, but you are not obliged to do so.

You are responsible for the return of the relevant products. You are responsible for the cost of such return. Items will be checked when received in our Returns department and a deduction to your reimbursement or payment from you (as appropriate) may be required if the value of the goods has been reduced as a result of you handling the goods more than necessary.

Where you decide to cancel your order for goods in accordance with this section (Cancellation) we will reimburse all payments received from you including the costs of delivery of the products to you (except for the supplementary costs arising if you chose a type of delivery other than the least

expensive type of standard delivery offered by us and any other costs deducted in accordance with these terms and conditions).

Once you have notified West Bromwich Albion that you are cancelling your order, you will receive your reimbursement within 14 days after the day we receive your goods in their original condition at our Returns Department or if earlier the day on which you supply evidence to the satisfaction of the Club that you sent the goods back. Any reimbursement will be made using the same means as payment as you used for the initial transaction unless we agree otherwise.

The address for products to be returned is **WBA Returns Department, 25 Birmingham Road, West Bromwich B70 6RR.**

Gift Card(s)

WBA Gift Cards ("Gift Cards") can be purchased at the Club's official stores or through the Club's online store. Gift Cards are also subject to any terms and conditions printed on the Gift Card.

Gift Cards are sold in pound sterling and are available in a minimum of £10 and then thereafter in fixed denominations of £5. Gift Cards can be topped up in a Club official store. Once purchased you can check the balance of a Gift Card in a Club official store.

You can redeem a Gift Card in one of the Club's Stadium store or on the Club's online shop. They can be redeemed against purchases of eligible Club merchandise. For the avoidance of doubt, Gift Cards cannot be redeemed against the purchase of tickets or any Club memberships offered from time to time. No fees apply to Gift Cards.

If at the time of redemption, the cost of your purchase:

- (a) is less than the balance on the Gift Card, the unused balance will remain on the Gift Card for use towards future purchases.
- (b) exceeds the balance on the Gift Card, the remaining amount must be paid by you using one of the accepted payment methods acceptable to the Club.

The [Returns Policy](#) to any product purchased with a Gift Card.

Please note that no refunds will be issued for the purchase a Gift Card if it was bought at our official store. If a Gift Card was purchased through the Club's online store, the purchaser of the Gift Card is able to request a refund at any time within fourteen calendar days beginning on the day after you received the Gift Card provided that the Gift Card is unused (such refund to be processed in accordance with the [Club's Return Policy](#)).

Limitations of Gift Cards:

- Gift Cards and/or any unused balance cannot be redeemed or exchanged for cash.
- Damaged, altered or cancelled Gift Cards will not be accepted.
- Gift Cards, and any unused balance linked to that Gift Card, will expire 12 months from the date that the Gift Card was purchased.
- A Gift Card cannot be used to purchase other Gift Card(s) and cannot be sold or exchanged for cash or any other prepaid payment instrument.
- Gift Cards will not be replaced if lost or stolen.
- Gift Cards cannot be used for any illegal or unauthorised purpose.

- Gift Cards purchased through a third party other than with permission of the Club cannot be redeemed.

Failing to comply with these terms and conditions may result in the Club taking action(s) against you, including, but not limited to, preventing you from claiming or redeeming Gift Cards or revoking Gift Card balances. In addition to any other rights available to the Club, the Club has the right to cancel any order where it suspects or becomes aware that a Gift Card has been used fraudulently as part of that transaction.

Treat Gift Cards like cash. The Club is not responsible for lost, destroyed or stolen Gift Cards or where Gift Cards are used without your permission. The Gift Cards can be used by anyone in possession of the Gift Card. Club staff are not obliged to check the identity of a person using the Gift Card. However, the Club reserves the right to request identification if for whatever reason it decides to do so.

Events outside of the Club's control

The Club will not be liable for any failure to perform, or delay in performance of, any of its obligations where such failure or delay is caused by events outside the control of the Club.

For illustrative purposes only, examples of of events outside the control of the Club are:

- strikes, lock-outs or other industrial action (not those of the Club);
- epidemics or pandemics;
- fire, flood, earthquake, subsidence, explosion or other natural disaster;
- enactment of any legislation, regulations, rules, or guidance from any Government, Regulator or Football Authority;
- civil commotion, riot, invasion, actual or threatened terrorist attack, any cause or event attributable to actual or threatened war;
- unavailability of modes of transport: railways, shipping, aircraft, road transport or any other means of public or private transport;
- unavailability of telecommunications networks;
- or any other cause or event (whether dissimilar or similar in nature) outside the control of the Club.

Where there is an event outside the control of the Club, the Club's obligations in respect of any accepted order shall be suspended for the period that the event outside the control of the Club continues. In such circumstances, the Club will use reasonable endeavours to find a solution so that its obligations can be performed, however if the event outside the control of the Club continues for a period of over 30 days you may cancel your order for the relevant product. Where you cancel in accordance with this section (Events outside of the Club's control) we will reimburse all payments made by you to us in respect of that product. If the relevant product has been despatched prior to your cancellation, you will be responsible for the return of those goods in their original condition and in such circumstance we will reimburse you any reasonable postage costs in returning such items.

What do we do with your personal information?

We will use your personal data in line with our [Privacy Policy](#).

We are firmly committed to data security. Although we make every effort to create a secure environment for your personal information, we cannot guarantee the safety of any personal information which you transmit to us online.

The use of cookies

We use cookies in line with our [Cookie Policy](#). If you choose to refuse cookies, particular features of this site may not be available to you.

Complaints

The Club's staff endeavour to deal with all customers and supporters in a professional, courteous, prompt and efficient manner. Everyone will be regarded equally irrespective of their race, colour, nationality, religion, sexual orientation, disability, marital or family status, age or ethnic origin. The Club has internal systems in place to ensure the above is adhered to.

To ensure that any complaint is dealt with promptly and efficiently, the Club prefers all complaints to be made in writing by letter and the Club will respond by letter. In the first instance customers and supporters should contact the office or department relevant to their query or complaint. A response should then be received by the customer or supporter within fourteen days. If a complaint has not been dealt with speedily and efficiently by the office or department concerned, the customer or supporter should then write to the Club's Chief Executive.

Which laws apply to these terms and conditions?

These terms and conditions are subject to and any order purchased under these terms and conditions shall be governed by English law. Any claim that you bring shall be brought in the Courts of England and Wales.

If any or any part of these terms and conditions are found by a Court to be unlawful, void or unenforceable for any reason, then that provision or part provision shall be capable of being severed and shall not affect the validity and enforceability of any of the other provisions of these terms and conditions which shall remain in full force and effect.

If we do not immediately insist on complying with your obligations under these terms and conditions, or delay in taking steps in respect of you breaching these terms and conditions, it does not mean that you do not have to comply with these terms and conditions and we will not be prevented from taking any steps available to us at a later date.

Other terms that apply to your purchase

The following terms and conditions also apply when you purchase goods online from the Club:

[Terms of Use](#)

[Privacy Policy](#)

[Cookie Policy](#)

[Refunds Policy](#)

We reserve the right to change these terms, the Terms of Use and all or any of the Policies referred to above. Any changes will not apply to orders that we have accepted prior to the change being made.

Model Cancellation Form

To: WBA Returns Department, Unit 6a, Summit Crescent, Smethwick B66 1BT

I hereby give you notice that I cancel my contract of sale of the following goods:

[consumer to insert list of goods subject to cancellation]

Ordered on [consumer to complete] / received on [consumer to complete]

Name of Consumer:

Address of Consumer:

Signature of Consumer:

Date: