

# Royal Southampton Yacht Club

## TERMS AND CONDITIONS FOR THE SALE OF GOODS

### 1 Introduction

1.1 [www.rsyc.org.uk](http://www.rsyc.org.uk) (the "Site") is operated by Royal Southampton Yacht Club ("RSYC", "we" and "us").

1.2 The terms contained in this document ("Trading Terms") apply to all transactions for the purchase of products and services from the Site and also to purchases made by telephone or email. Race entries are not subject to these terms but are subject to the relevant Notice of Race. Please read these Trading Terms carefully before making a purchase from us. By ordering any products or services from us you are indicating your acceptance to be bound by these Trading Terms. They form a legal agreement between you and us and can only be amended with our consent. If you are reading a copy of these Trading Terms on the Site you can print a copy by selecting the print option from your browser.

### 2 Ordering

2.1 Orders for products and services may be placed by telephone or email and also by following the onscreen prompts on our website after clicking on the item you are interested in. If ordering on the Site you will have an opportunity to check and correct any input errors in your order up until the point at which you submit your order by clicking the "Place your Order" button on the "Basket" page.

2.2 All orders placed by you are subject to acceptance by us. We may choose not to accept your order for any reason and will not be liable to you or to anyone else in those circumstances.

2.3 After submitting an order to us, you will be sent an order acknowledgement email with your order reference and details of the products/services you have ordered. Please note, this email is an acknowledgement and is not an acceptance of your order.

2.4 If your order includes products which are not available from stock and have been discontinued, we will contact you by email or by telephone to notify you that we have cancelled your order. If we cancel your order any sum debited by us from your credit/debit card will be refunded in full to the same card.

2.5 Acceptance of your order and the formation of a contract between us will take place when we dispatch the products you have ordered to you, unless we have notified you that we do not accept your order or you have already cancelled it in accordance with the provisions below (see paragraph 7 – Product Cancellations and Returns).

### 3 Prices and payment

3.1 The prices of products and services advertised for sale on the Site are as set out on the Site. All prices are in pounds (£) sterling, inclusive of VAT, but exclude delivery charges.

3.2 Delivery charges, where applicable, are clearly displayed when you view the items you have selected within your basket. Delivery charges will be automatically calculated and added to your order.

3.3 Orders placed online will not be accepted until they have been paid for in full.

3.4 Payment can be made by most major credit or debit cards, by completing the relevant details on the checkout page. Business buyers may be eligible for credit subject to additional terms and conditions

3.5 By using a credit/debit card to pay for your order, you confirm that you have permission to use the card being used. All credit/debit card holders are subject to validation checks and authorisation by the card issuer. If the issuer of your card refuses to authorise payment we will not accept your order, we will not be obliged to inform you of the reason for the refusal, and we will not be liable for non-delivery. We are not responsible for your card issuer or bank charging you as a result of our processing of your credit/debit card payment in accordance with your order.

3.6 In the unlikely event that the price of a product or services has been incorrectly advertised on the Site or in our catalogue, we will contact you by email or telephone to ask whether you wish to proceed with the order at the correct price. If you are not happy to proceed, or we are unable to obtain your instructions, we will cancel the order and any sum debited by us from your credit/debit card will be refunded in full to the same card.

3.7 If you are ordering products for delivery outside of the EU please note that your consignment may be subject to import duties and taxes which are levied once the products reach the country of destination. You will be responsible for these. We have no control over such charges and cannot advise you as to what they may be, although your local customs office may be able to assist. For deliveries outside the United Kingdom, you will be regarded as the importer and it is your responsibility to comply with all laws and regulations of the country in which the products are to be delivered. Cross-border deliveries may be subject to opening and inspection by customs authorities. The RSYC recommends that you check with your local customs officials or post office for more information regarding importation taxes/duties that may be applicable to an online order.

#### **4 Delivery of products**

4.1 You agree that we should deliver products to you as soon as possible from the time your order has been accepted. You recognise that this may impact on your rights to cancel the products or services.

4.2 Subject to availability, we will use all reasonable endeavours to deliver the products you have ordered as soon as possible after your order is accepted by us and save as mentioned below within 30 days of despatch of the order. We will usually deliver all products comprised in your order in one delivery, unless your order consists of multiple products, some of which are not available from stock, in which case, if all products are not in stock within 21 days of you placing your order, we will separately despatch those items that are. Any dates quoted for delivery outside the United Kingdom are approximate only and the RSYC shall not be liable for any delay in delivery of products howsoever caused.

4.3 We will deliver directly to the address specified in your order. We cannot deliver items within the same order to multiple addresses. We will notify you if any items are returned to sender as a consequence of the address specified in your order being incorrect. Items will be redelivered at your request to a new address notified by you upon payment by you of the postage charges.

4.4 Deliveries are made Monday to Friday (excluding public holidays) in accordance with the terms of the delivery service we use. The precise timing of a delivery cannot be specified. Certain deliveries may require a signature to confirm receipt.

4.5 Once delivered, the products ordered will become your property (provided they have been paid for in full) and your responsibility and, except in relation to products that are damaged or faulty when delivered or have been incorrectly delivered, we will not accept any liability for their loss, damage or destruction after they have been delivered.

4.6 If products have not been paid for in full before delivery, they will remain the property of the RSYC until payment in full has been received. You are responsible for any products that remain the property of the RSYC and should arrange appropriate insurance until you have paid for products. If payment is not received, the RSYC may arrange for such goods to be collected from you.

4.7 In the event that you do not receive your products within a reasonable time of us confirming despatch please contact us and we will endeavour to track your order via the delivery service we use. If it becomes apparent that an order has been lost we will make arrangements with you to send out a replacement order at no extra cost provided that you undertake to i) return the lost items if they should arrive with you, and ii) offer such help and assistance to us as may be reasonably necessary to allow us to pursue a claim against our delivery service for the lost items. If you would like us to send you replacement items before it becomes clear that the original order has been lost we may ask you to pay for the replacement items until the status of your original order has been established, after which a refund may be issued if appropriate. We may require a signature to confirm receipt of a replacement order.

4.8 You should check the products you have ordered as soon as you receive them. In the event that you receive products which do not match your order, or if products are damaged please contact the Dispatch Department promptly to arrange for incorrect products to be returned to us.

## **5 Product cancellations and returns**

5.1 Except in relation to the circumstances specified in paragraph 5.2 below and subject to paragraph 5.6 (business buyers), you may cancel your order (or any part of it) at any stage before the products are delivered to you, and up to 14 days after the day on which you received the products or services. You may cancel the order by notifying us, giving us your full name, address and order reference which you can find on your order acknowledgement email. You may alternatively, let us know that you are cancelling the order by simply returning the products, in accordance with the provisions below. You do not need to give any reason for cancelling your order, but a brief explanation will help us improve the service we offer to customers in the future.

5.2 You may not cancel your order if the products have been customised or made to your own specifications unless such products were damaged or faulty when delivered to you or have been incorrectly delivered.

5.3 Where you decide to cancel an order after we have despatched the products, you will be under a duty to return them to us at your own risk and cost. All such products should be returned within 14 days of you cancelling your order (where you choose to cancel by notifying us) and, in any event, no later than 28 days after the products have been delivered to you. Until such time as they are returned, you must retain possession of the products and take reasonable care of them. You should return the products to us unused (except to the extent reasonably necessary to examine them) and together with the original product packaging. We suggest you return the parcel to us either by courier or by recorded delivery mail or other form of certified mail. We advise that you take out enough postal insurance to cover the value of the contents.

5.4 Where you exercise your rights to cancel your order (and the circumstances in paragraphs 5.2 and 5.3 do not apply), we will refund the price you paid for the products including the delivery costs to you. We will use the method you used for payment. However if you selected a premium delivery service we will ordinarily only reimburse you for a sum equivalent to the standard delivery service. We may reduce the amount we refund you to reflect any loss in value of the products as a result of unnecessary handling of the products by you.

5.5 Cancellation rights do not apply to business buyers. However we may be prepared upon prior written request to repurchase stock that is still current and in resalable condition for up to 28 days after the products are have been delivered to you. Requests for returns outside of the 28 day period should be made to the RSYC.

## **6 Incorrect or faulty products**

6.1 We are under a legal duty to supply products and services what are in conformity with this contract.

6.2 If the products delivered to you are not what you ordered or if any product you purchase is damaged or faulty when delivered to you we may offer a repair, exchange or refund as appropriate, in accordance with your legal rights. If you believe a product is incorrect or faulty, or does not otherwise match your order you should notify us to arrange for the return of the product. (We will pay or refund the cost of return of the products to us).

6.3 Our policy on faulty products does not affect your statutory legal rights.

## **7 Product information**

7.1 We have taken reasonable steps to display as accurately as possible the colours and other detailing of our products in the images that appear on the Site. However, as the actual colours and detailing you see onscreen will depend on your monitor, we cannot guarantee that your monitor's display of any colour or other detailing will exactly reflect the colour or detailing of the product upon delivery.

7.2 Any information on the Site regarding sizing of products is included as a guide only. If you are in any doubt as to the size of any product you require, we recommend that you contact us prior to placing an order.

## **8 Your information**

8.1 Where you place an order for products or services and you are not a Member you will be asked to register an account with us. The information collected from you in order to set up the account will be used by us to process your orders and will be retained on our database allowing for you to purchase further products or race entries. We may also use it to inform you about goods and or races. You can request that your personal details are removed by contacting us using the contact information referred to in paragraph 12. You will also have the opportunity to amend the details we hold about you by accessing your online account and making changes.

8.2 Further information regarding the manner in which we hold your personal information can be found in our Privacy Policy.

8.3 When registering for an account with us or joining us as a Member you will be invited to opt in to mailing lists relating to your specific interests. If you decide to opt in to any of our mailing lists you will be able to opt out from a mailing list at a later date by following the relevant prompts in your account.

## **9 Security**

9.1 All payment transactions will be processed on our behalf by a third party card payment company. This means that your credit/debit card details are provided directly to them and are never revealed to us.

9.2 We recommend that you do not communicate your payment card details to anyone, including us, by email. We cannot be responsible for any losses you may incur in transmitting information to us by internet link or by email. Any such loss shall be entirely your responsibility.

9.3 If you have any additional queries about security, please contact us

## **10 Our Liability**

10.1 We will not be liable to you where performance of any of our obligations is prevented or restricted by any circumstance or cause beyond our reasonable control.

10.2 You are responsible for the use you make of the products and services you order. To the extent not prohibited by law, we accept no liability for any loss which is not reasonably foreseeable or for any business loss (which includes loss of profits, contracts, goodwill, opportunity and other similar losses).

10.3 We accept liability for death or personal injury caused by our negligence and responsibility for fraudulent misrepresentation and any other liability that cannot, under English law, be excluded.

10.4 Nothing in this section or elsewhere in our Trading Terms affects your statutory legal rights.

## **11 General**

11.1 Royal Southampton Yacht Club Limited is a company registered in England. Our company number is 05670438 and our registered office address is Floating Bridge Road, Southampton SO14 3FL. Our VAT registration number is 188012562.

11.2 Any formal legal notices should be sent to us at the address at the end of these Trading Terms by email and confirmed by post.

11.3 Failure by us to enforce a right does not result in waiver of such right. You may not assign or transfer your rights under these Trading Terms.

11.4 If any part of these Trading Terms is found to be unenforceable as a matter of law, all other parts of these Trading Terms shall be unaffected and shall remain in force.

11.5 You and we agree that English law applies to these Trading Terms and that any dispute between us arising out of or in connection with these Trading Terms will only be dealt with by the English courts, unless you are resident in another part of the United Kingdom, in which case the applicable law of that part of the United Kingdom will apply and any dispute will be brought before the courts there. We are required by law to inform you that purchases can be concluded in English only and that no public filing requirements apply.

## **12 How to contact us**

12.1 If you require further information or have any questions regarding these terms and conditions, then please email: [rsyc@rsyc.org.uk](mailto:rsyc@rsyc.org.uk) Telephone us on +44 23 80 223 352 or write to us at Royal Southampton Yacht Club, Floating Bridge Road, Southampton SO14 3FL.

## **13 Updates**

13.1 We keep our terms and conditions under regular review and we will place any updates on this webpage. Any such updates will not affect any purchases you have made before the change is implemented.

13.2 These Trading Terms were last updated in October 2019