

## RYA TECHNICAL TERMS AND CONDITIONS

### 1. Introduction

- 1.1 [www.rya.org.uk](http://www.rya.org.uk) (the "Site") is operated by Royal Yachting Association ("RYA", "we and "us").
- 1.2 The terms contained in this document ("Trading Terms") apply to all transactions for the procurement of technical services from the RYA. In addition these terms govern the relationship between the RYA and those providing technical services at the request of the RYA. Please read these Trading Terms carefully before requesting technical services for us or agreeing to provide technical services. By requesting or supplying technical services 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 online can print a copy by selecting the print option from the "File" menu of your browser.
- 1.3 These Trading Terms do not apply to the sale of goods, or supply of non-technical services, which are subject to the RYA's general trading terms.
- 1.4 Your use of the RYA website is subject to our website [Terms of Use](#). You should also read our [Privacy Policy](#).

### 2. Requesting services from the RYA

- 2.1 Requests for technical services may be placed by telephone, email or online.
- 2.2 All requests for technical services made by you are subject to acceptance by us. We may choose not to accept your request for any reason and will not be liable to you or to anyone else in those circumstances.
- 2.3 After submitting a request to us, you will be sent an order acknowledgement email with your order reference and details of the service you have requested. Please note, this email is an acknowledgement and is not an acceptance of your request.
- 2.4 Acceptance of your request and the formation of a contract between us will take place when we receive your completed SCV1, SS1, SM1, SMR or SUR59D form, unless we have notified you that we do not accept your request or you have already cancelled it in accordance with the provisions below (see Clause 5 – Cancellations).

### 3. Prices and payment

- 3.1 The prices of the technical services are as set out on the RYA web site.
- 3.2 We reserve the right to amend the published price or pricing structure at any time.
- 3.3 Requests will not be accepted until they have been paid for in full.

- 3.4 Payment can be made by BACS, most major credit or debit cards, either over the telephone or by completing the relevant details on the checkout page, where available.
- 3.5 By using a credit/debit card to pay for your request, 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 any consequences. 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 service has been incorrectly advertised, we will contact you by email or telephone to ask whether you wish to proceed with the service 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.

#### **4. Obligations of a party requesting coding services**

- 4.1 If you are requesting coding services from us, you agree to comply with the requirements of the code for which you are requesting the coding services and agree to maintain and operate the vessel in all respects in accordance with that code.
- 4.2 You agree to notify us in the event of any collision, grounding, fire or other event causing damage or likely to cause damage to the vessel. Notifications shall be made using the RYA Accident and Incident reporting form located [here](#).
- 4.3 You agree to inform us if you undertake any significant modifications or changes to the vessel. Notifications shall be made by email to [scvcert@rya.org.uk](mailto:scvcert@rya.org.uk).

#### **5. Cancellations**

- 5.1 In the event that you change your mind about a technical service that you have requested you may cancel that technical service at any time until a survey has been carried out. If the technical service is cancelled within 12 months of requesting that technical service you will receive a refund of the price paid to us, less an administration fee. If you cancel the technical service more than 12 months after you have requested the technical service there shall be no refund.
- 5.2 It is highlighted that if you cancel the technical service provided by the RYA you may also need to cancel any survey, inspection or other service provided by a third party who may have different cancellation and refund provisions.

## **9. Your information**

- 9.1 Where you request 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 order and will be retained on our customer database allowing for you to purchase further products. You will have the opportunity to amend or remove certain information by logging in to your customer account. For certain technical services, such as coding, your details will be retained to allow us to perform the services, or in accordance with statutory requirements and as such it may not be possible for certain information to be removed.
- 9.2 The applicant for a technical service recognises that in order for the service to be performed it will be necessary to share their personal information and details of the vessel for which the service is requested with third parties including surveyors, inspectors, measurers and statutory agencies, such as the MCA, and other certifying authorities. The legal basis for this is contract. Your personal information will be used and stored in accordance with the RYA [Privacy Policy](#).
- 9.3 Further information regarding the manner in which we hold your personal information can be found in the RYA [Privacy Policy](#).
- 9.4 When requesting a technical service you may be required to register for an account with us or to join us as a Member. You may be invited to opt in to mailing lists relating to your specific interests. You will be able to unsubscribe from any mailing list by following the relevant prompts.

## **10. Security**

- 10.1 All payment transactions made online will be processed on our behalf by SecureTrading Limited trading as SecureTrading. This means that your credit/debit card details are provided directly to Secure Trading Limited. For more information please refer to our [Privacy Policy](#).
- 10.2 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.
- 10.3 If you have any additional queries about security, please email us at [web.support@rya.org.uk](mailto:web.support@rya.org.uk).

## **11. Our liability**

- 11.1 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.
- 11.2 Our liability to you shall be limited to the total sum paid to us under this agreement for the technical services.

- 11.3 We will not accept liability for the actions of third parties, such as surveyors engaged by you. You are responsible for the consequences of the technical 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).
- 11.4 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.
- 11.5 Nothing in this section or elsewhere in our Trading Terms affects your statutory legal rights.

## **12. Relationship between the RYA and Third Parties in connection with the provision of Technical Services.**

- 12.1 Appropriately qualified surveyors, measurers and inspectors may be appointed as an RYA Authorised Person or Authorised Tonnage Measurer (Providers) in accordance with any requirements that may be set by the RYA from time to time. The final decision as to appointment rest with the relevant RYA committee. Once appointed, such individuals will be added to a list of approved persons. (The Approved List)
- 12.2 Inclusion on the Approved List does not guarantee that instructions will be provided to the Provider. Applicants shall be free to select any appropriate Provider from the Approved List
- 12.3 The Provider shall be required to enter into a contract directly with you for the appropriate survey or measurement.
- 12.4 The Provider agrees to act in accordance with applicable legislation, regulations and any guidance or interpretations that we may issue from time to time.
- 12.5 The Provider agrees to comply with any Code of Conduct that may be issued from time to time.
- 12.6 The Provider shall provide its report together with the relevant supporting documentation directly to the RYA within 1 week of carrying out the requested service.
- 12.7 The Provider recognises that their contact details may be shared with those requesting services for the purposes of engaging them and may also be published on the relevant section of the RYA website. The legal basis shall be contract, or anticipation of a contract.
- 12.8 Both the Provider and the RYA recognise that they shall be data controllers in respect of the Applicant's personal data.

## **14. General**

- 14.1 Royal Yachting Association is a company registered in England. Our company number is 878357 and our registered office address is RYA House, Ensign Way, Hamble, Southampton SO31 4YA. Our VAT registration number is 239281352.
- 14.2 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.
- 14.3 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.
- 14.4 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.
- 14.5 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.

**15. How to contact us**

- 15.1 If you require further information or have any questions regarding these terms and conditions, then please email: [orders@rya.org.uk](mailto:orders@rya.org.uk) or , telephone us on +44 23 8060 4132 or write to us at Royal Yachting Association, RYA House, Ensign Way, Hamble, Southampton, SO31 4YA.

**16 Updates**

- 16.1 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 Services you have requested before the change is implemented, unless required to do so by a statutory body, such as the MCA.
- 16.2 These Technical Trading Terms were last updated on 10<sup>th</sup> February 2020.