

## **TERMS OF USE, PRIVACY POLICY AND COOKIE POLICY OF RAPID MARINE LIMITED**

These Terms of Use apply to your use of our site and by accessing our site, you agree to be bound by the Terms of Use set out below. These Terms of Use incorporate our Privacy Policy at clause 3.

"**Goods**" means goods displayed for sale on our site;

"**Personal Information**" means any information about or related to you which is provided by or collected from you or otherwise received by us, including but not limited to any personal data from which you may be identified;

"**Terms of Use**" means these Terms of Use;

"**Users**" means the users of our site collectively;

"**us/our/we**" means Rapid Marine Limited, a company registered in England and Wales under the number 08566090 whose registered office is located at Unit 2D, Portchester Park, Hamilton Road, Cosham, Hampshire, PO6 4QE, United Kingdom and whose main trading address is located at Unit 8, Glenmore Business Park, 3 Blackhill Road, Holton Heath, Poole, Dorset, BH6 6NL, United Kingdom. Our VAT registration number is 164 0272 32.

"**our site**" means the website located at [www.rapidmarine.co.uk](http://www.rapidmarine.co.uk) or any subsequent URL which may replace it; and

"**you/your**" means a user of our site.

### **1. COMMUNICATION**

We consider that we have appropriate policies, rules and technical measures in place to protect any information transmitted to or from us by electronic means from improper use or disclosure, unauthorised access, unauthorised modification, unlawful destruction or accidental loss. However, we ask that you please read all the sections below to understand the risks involved in communicating and transmitting sensitive information by email.

Please note that email is not a 100% secure communications medium. In the interests of preserving confidentiality in your personal details, we strongly advise that you take this into consideration before you send us any information by email. By proceeding, you agree that you will send us information by email at your own risk.

Messages sent by email may not be secure and may be intercepted by third parties. If you disregard this warning and choose to send us confidential information, you agree that you do so at your own risk and that you will not hold us responsible for any loss that you suffer as a result.

The email address you provide to us is where we will send our response. If you have chosen to discuss your personal account details via email we will try to respond to you in the same manner. We cannot guarantee the security of your personal information by this communications medium.

## 2. USE OF OUR SITE

### Access

We will provide you with access to our site in accordance with these Terms of Use. We give no authority (whether implied or express) to deep link to or frame any of the content which appears on our site or to use a representation of our trademarks as a link button without our express agreement.

### Your Obligations

You:

- agree not to use our site (or any part thereof) for any illegal purpose and agree to use it in accordance with all relevant laws;
- agree not to upload or transmit through our site without limitation, 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;
- agree not to attempt to breach any security or privacy mechanisms associated with our site or attempt to collect information about any other person through our site;
- will not upload or transmit through our site any material which is defamatory, offensive, or of an obscene or menacing character, or that may cause annoyance, inconvenience or needless anxiety;
- will not use our site in a way that may cause our site to be interrupted, damaged, rendered less efficient or rendered such that the effectiveness or functionality of our site is in any way impaired;
- will not use our site in any manner which violates or infringes the rights of any person, firm or company or the rights thereof (including, but not limited to, rights of intellectual property, rights of confidentiality or rights of privacy);
- will not attempt any unauthorised access to any part or component of our site; and,
- agree that in the event that you have any right, claim or action against any other User arising out of that User's use of our site, then you will pursue such right, claim or action independently of, and without recourse to us;
- shall ensure that the Personal Information which you are required to provide when you register as a customer is true, accurate, current and complete in all respects; and
- will notify us immediately of any changes to the Personal Information by contacting our customer service representatives by e-mail at [sales@rapidmarine.co.uk](mailto:sales@rapidmarine.co.uk) or calling us on 01202 624754 between 9am-5pm;
- will not impersonate any other person or entity or use a false name or a name that you are not authorised to use; and

- agree that the security of any password issued to you rests with you and that if you know or suspect that someone else knows your password, you will contact us immediately.

### **Indemnity**

You agree to be fully responsible for all claims, liability, damages, losses, costs and expenses, including legal fees on a full indemnity cost basis, suffered by us and arising out of any breach of the Terms of Use by you and for any other liabilities arising out of your use of our site, or the use by any other person accessing our site of your personal account details and/or your Personal Information.

### **Our Rights**

We reserve the right to:

- modify or withdraw, temporarily or permanently, our site (or any part thereof) with or without notice to you and you confirm that we shall not be liable to you for any modification to or withdrawal of our site; and/or
- change these Terms of Use from time to time, and your continued use of our site (or any part thereof) following such change shall be deemed to be your acceptance of such change. It is your responsibility to check regularly to determine whether the Terms of Use have been changed. If you do not agree to any change to the Terms of Use then you must immediately stop using our site.

We will use our reasonable endeavours to maintain our site. You will not be eligible for any compensation because you cannot use any part of our site or because of a failure, suspension or withdrawal of all or part of our site.

We reserve the right to withdraw any Goods from our site at any time and/or remove, screen or edit any materials or content on our site.

We reserve the right to suspend or terminate your use of our site immediately at our reasonable discretion, or if you breach any of your obligations under these Terms of Use.

### **Third Party Links**

In an attempt to provide increased value to our Users, we may provide links to other websites or resources. You acknowledge and agree that we are not responsible for the availability of such external sites or resources, and do not endorse and shall not be responsible or liable, directly or indirectly, for the privacy practices or the content of such websites, including (without limitation) any advertising, goods or other materials or services on or available from such websites or resources, nor for any damage, loss or offence caused or alleged to be caused by, or in connection with, the use of or reliance on any such content, goods or services available on such external sites or resources.

### **Monitoring**

We have the right, but not the obligation, to monitor any activity and content associated with our site. We may investigate any reported violation of these Terms of Use or complaints and take any

action that we deem appropriate (which may include, but is not limited to, issuing warnings, suspending or terminating service, denying access and/or removing any materials from our site).

### **3. YOUR PRIVACY**

We are committed to protecting and respecting your privacy.

For the purpose of the Data Protection Act 1998 (the "Act"), the data controller is Rapid Marine Limited, company number 08566090, of Unit 8, Glenmore Business Park, 3 Blackhill Road, Holton Heath, Poole, Dorset, BH6 6NL, United Kingdom.

#### **Personal Information we may collect from you**

We may collect and process the following Personal Information about you:

- Information that you provide to us in your dealings with us. This includes information provided at the time of registering to use our site, or when you request further information from us.
- We may also ask you for information when you enter a promotion conducted by us, or when you report a problem with our site.
- If you contact us, we may keep a record of that correspondence.
- Details of transactions you carry out through our site and of the fulfilment of your orders.
- Details we receive from credit reference and fraud detection agencies.
- Details of your visits to our site including, but not limited to, traffic data, location data and the resources that you access.

We may hold Personal Information that you provide to us (such as on an application or registration form) or that we may obtain from another source (such as our suppliers, marketing organisations or credit reference agencies). This information may include your name, address, date of birth, gender, telephone numbers, email address, bank information, occupation and employment data and details of how you use our products together with general information about the way you pay and manage your account. In the event that we undergo re-organisation or are sold to a third party you agree that your Personal Information may be transferred to that re-organised entity or third party for the purposes and subject to these Terms of Use.

#### **IP addresses**

We may collect information about your computer, including where relevant your IP address, operating system and browser type. This data is processed for the purposes of fraud prevention, for various administrative purposes and may also be used by us to promote certain offers and advertisements according to your general location.

## Cookies

Our site uses cookies to distinguish you from other Users. This helps us to provide you with an enjoyable experience when you browse our site, and also enables us to improve our site. By continuing to browse the site, you are agreeing to our use of cookies.

A cookie is a small file of letters and numbers that we store on your browser or the hard drive of your computer if you agree. Cookies contain information that is transferred to your computer's hard drive.

We use the following cookies:

**Strictly necessary cookies.** These are cookies that are required for the operation of our site. They include, for example, cookies that enable you to log into secure areas of our site.

**Analytical/performance cookies.** They allow us to recognise and count the number of visitors, and to see how visitors move around our site when they are using it. This helps us to improve the way our site works, for example, by ensuring that users are finding what they are looking for easily.

**Functionality cookies.** These are used to recognise you when you return to our site. This enables us to personalise our content for you, greet you by name and remember your preferences (for example, your choice of language or region).

**Targeting cookies.** These cookies record your visit to our site, the pages you have visited and the links you have followed. We will use this information to make our site and the advertising displayed on it more relevant to your interests. We may also share this information with third parties for this purpose.

Please note that third parties (including, for example, advertising networks and providers of external services like web traffic analysis services) may also use cookies, over which we have no control. These cookies are likely to be analytical/performance cookies or targeting cookies.

You can delete existing cookies off your hard drive and choose to block new cookies from our site. You can find out how to do this by visiting <http://www.allaboutcookies.org/manage-cookies/>. However, should you choose to block cookies then some features on our site might not work as expected.

## Where we store your personal data

Data that we collect from you may be transferred to, and stored at, a destination outside the European Economic Area ("EEA"). It may also be processed by employees operating outside the EEA who work for us or for our suppliers. Such employees may be engaged in, among other things, the processing of your payment details and the provision of support services. Here we will ensure that we have the necessary contracts and other mechanisms in place to make sure your data continues to be treated in accordance with the provisions of the Act. By submitting your personal data, you agree to this transfer, storing or processing.

All information you provide to us is stored on secure servers. Any payment transactions will be

encrypted using SSL technology. Where we have given you (or where you have chosen) a password which enables you to access certain parts of our site, you are responsible for keeping this password confidential. We ask you not to share a password with anyone.

### **Uses made of the information**

Your Personal Information may be held and used by us for a number of purposes, including, without limitation:

- processing your orders; administering your account and billing; settling accounts with those who provide related services to us; disclosing your data to banks to validate your payment details; dealing with requests, enquiries or complaints and other customer care related activities; conducting debt recovery and legal actions;
- where you have consented to be contacted for such purposes, telling you about our products, special offers, discounts and promotional schemes which we believe may be of interest to you; contacting you regarding the products and services of carefully selected third parties;
- carrying out activities connected with the running of our business such as personnel training, quality control, network monitoring, testing and maintenance of computer and other systems, developing new products and services and in connection with the transfer of any part of our business in respect of which you are a customer; and
- carrying out any activity or disclosure in connection with a legal, governmental or regulatory requirement on us or in connection with legal proceedings, and for the prevention and detection of crime or fraud and the prosecution of offenders or suspected offenders.

If you are an existing customer, we may also contact you with information about goods similar to those which were the subject of a previous sale to you.

### **Disclosure of your Personal Information**

We may disclose your Personal Information for processing to our employees, third party consultants, contractors or other service providers who may access your personal information when providing services to us.

We may also disclose your Personal Information to third parties:

- In the event that we sell or buy any business or assets, in which case we may disclose your Personal Information to the prospective seller or buyer of such business or assets; and
- if we are under a duty to disclose or share your Personal Information in order to comply with any legal, governmental or regulatory obligation, or in order to enforce or apply our Terms of Use.

### **Your rights in relation to your Personal Information**

If you would like us to tell you what Personal Information we hold about you, please write to: The Data Controller, Rapid Marine Limited, Unit 8, Glenmore Business Park, 3 Blackhill Road, Holton Heath, Poole, Dorset, BH6 6NL, United Kingdom. We will require proof of your identity before

providing you with details of any Personal Information we may hold about you. Any request may be subject to an administration fee of £10.00 to meet our costs in providing you with details of the information we hold about you. You can also call us on 01202 624754 to correct or update any inaccurate or incomplete information and to advise us of any preferences you may have concerning how you can be contacted for marketing purposes.

When you speak to us on the phone, some calls may be monitored or recorded in case we need to check that we have carried out your instructions correctly and to help improve our quality of service.

#### **4. GENERAL**

##### **Intellectual Property and Right to Use**

You acknowledge and agree that all copyright, trademarks and all other intellectual property rights in all material or content supplied as part of our site shall remain at all times vested in us, our suppliers or our licensors. You are permitted to use this material only as expressly authorised by us, our suppliers or our licensors.

You acknowledge and agree that the material and content contained within our site is made available for your personal non-commercial use only and that you may download such material and content onto only one computer hard drive for such purpose. Any other use of the material and content on our site is strictly prohibited. You agree not to (and agree not to assist or facilitate any third party to) copy, reproduce, modify, transmit, publish, display, distribute, commercially exploit or create derivative works of such material and content.

##### **Limitation of Liability**

While we will use reasonable endeavours to verify the accuracy of any information we place on our site, we make no warranties, whether express or implied in relation to its accuracy.

Commentary and other materials posted on our site are not intended to amount to advice on which reliance should be placed. We therefore disclaim all liability and responsibility arising from any reliance placed on such materials by any visitor to our site, or by anyone who may be informed of any of its contents.

Our site is provided on an "as is" and "as available" basis without any representation or endorsement made. We make no warranties of any kind, whether express or implied, in relation to our site. To the maximum extent permitted by law, we hereby expressly exclude any and all liability arising directly or indirectly from, or in relation to, our site.

We make no warranty that our site will meet your requirements or that your use of our site will be uninterrupted, timely, secure or error-free, that defects will be corrected, or that the site or the server that makes it available are free of viruses or bugs or represents the full functionality, accuracy or reliability of the materials. We will not be responsible or liable to you for (i) any loss of content or material uploaded or transmitted through our site; or (ii) any damage to your computer system or loss of data that results from downloading or using any material or data from our site.

## **Severance**

If any part of these Terms of Use shall be deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed to be severable from these Terms of Use and shall not affect the validity and enforceability of any of the remaining provisions of these Terms of Use.

## **Waiver**

No waiver by us shall be construed as a waiver of any preceding or succeeding breach of any provision.

## **Entire Agreement**

These Terms of Use (as amended from time to time) comprise the entire agreement between you and us relating to the subject matter thereof and supersede any previous agreements, arrangements, undertakings, representations or proposals, written or oral, between you and us in relation to such matters. You confirm that you have read these Terms of Use and, you fully understand them and you also agree that these Terms of Use are the only terms that govern your relationship with us regarding the use of our site.

## **Law**

The Terms of Use shall be governed by and construed in accordance with English law and you irrevocably submit to the non-exclusive jurisdiction of the Courts of England and Wales.

## **Handling Complaints**

There may be occasions when you are unhappy with the service that we provided to you. In these cases, we will endeavour to be fair and efficient in handling any complaint you should have and to process your complaint confidentially.

If you have a complaint, please send us a letter to this address: Rapid Marine Limited, Customer Services Department, Unit 8, Glenmore Business Park, 3 Blackhill Road, Holton Heath, Poole, Dorset, BH6 6NL, United Kingdom, or an e-mail to this address: [sales@rapidmarine.co.uk](mailto:sales@rapidmarine.co.uk).

We will endeavour to provide you with a likely timescale for resolving the dispute. We will keep you informed about the progress of your complaint. We undertake to check our system regularly for handling complaints and we welcome any suggestion you may have in relation to how this system may be improved.

Thank you for visiting our site.