

Please write firmly in block capitals with a ball point pen, carbon is not required. Send top copy to the Royal Yachting Association, keep the bottom copy.

CHEQUE PAYABLE TO RYA WITH THIS ORDER

Full terms and conditions on reverse

RYA ACCOUNT NUMBER

FULL NAME CENTRE/CLUB

Recognised Training Centre Account Holders Order Form

HOW TO ORDER

0845 345 0329

E-mail orders@rya.org.uk

DATE OF ORDER

Royal Yachting Association

RYA House Ensign Way Hamble Southampton SO31 4YA United Kingdom Tel: +44 (0)845 345 0400

Fax: +44 (0)845 345 0400 Fax: +44 (0)845 345 0329 Web: www.rya.org.uk

PLEASE QUOTE ACCOUNT NUMBER

BY POST Complete the order form and post to: RYA SUPPLIES, RYA HOUSE, ENSIGN WAY,

BY FAX Complete the order form and fax it to:

BY PHONE 023 8060 4138 You can telephone your order

HAMBLE, SOUTHAMPTON SO31 4YA

EXPRESS ORDER (See note above) Tick box if required

2009 edition

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TERMS AND CONDITIONS FOR TRADE CUSTOMERS AND OTHER ACCOUNT HOLDERS

1.1 The following terms and conditions apply to all orders for items listed in our Publications trade catalogue and account holders' price lists that we receive from customers, unless agreed otherwise in writing signed by an authorised representative of the RYA, and supersede any previous correspondence or discussions between the RYA and the customer. These terms shall apply to the exclusion of all other terms and conditions (including any terms or conditions which the customer purports to apply under any purchase order, confirmation of order, or any other document). No terms or conditions endorsed on, delivered with or contained in the customer's purchase order, confirmation of order, specification or other document, shall form part of the agreement between the RYA and the customer simply as a result of such document being referred to in the agreement.

Orders

- 2.1 No order submitted to the RYA shall be deemed to be accepted by the Association unless and until confirmed in writing (by invoice submitted with goods delivered or otherwise) by the RYA.
- 2.2 By accepting delivery of goods the customer acknowledges receipt of and agrees to be bound by these terms and conditions.

Risk and Title

- 3.1 Risk of damage to, or loss of, any particular goods supplied by the RYA to the customer will pass to the customer on delivery of those goods at the notified delivery address. Title and property in any goods, including full legal and beneficial ownership, shall not pass the to the customer until the RYA has received full payment (in cash or cleared funds) for the goods. Full payment of the goods shall include the sums payable under the terms of this and all other contracts between the customer and the RYA.
- 3.2 Until title in the goods passes to the customer, the customer shall hold the goods on a fiduciary basis as the RYA's bailee and shall maintain the goods in a satisfactory condition and keep them insured for their full price against all risks.

Charging and Selling

4.1 All books are sold subject to the condition that they shall not, by way of trade or otherwise, be lent, re-sold, hired out or otherwise circulated without our prior consent in any form of binding or cover other than that in which they are published and without a condition to the same effect as this condition being imposed on the subsequent resale of such books.

Payment

- 5.1 The price of goods is the published price as shown on the invoice, less such discount (if any) shown on the invoice. The price is exclusive of any applicable value added or other tax which the customer shall be additionally liable to pay to the RYA as shown on the invoice.
- 5.2 No settlement discounts or other deductions may be made against amounts due on the RYA's invoices or statements.
- 5.3 The RYA reserves the right to withhold further supplies in the event of amounts payable being overdue, breach of any of the conditions of this agreement, or any other reason which in the RYA's opinion warrants such action.
- 5.4 The payment due date is stated on the printed invoice.
- 5.5 Orders from customers who have not agreed a credit limit with the RYA will normally only be accepted against prepayment in full.

General

- 6.1 This agreement for the supply of goods shall be governed by the laws of England and these terms and conditions will be interpreted in accordance with those laws.
- 6.2 No order which has been accepted by the RYA may be cancelled by the customer without the written agreement of the RYA.

Deliver_\

- 7.1 Delivery of goods within the United Kingdom and Eire is by the RYA's nominated carrier. Charges for delivery will be levied within the scale of charges published by the RYA from time to time. Delivery charges may be invoiced at the same time or separately to the invoice in respect of the goods.
- 7.2 The RYA's standard Incoterms for delivery outside the United Kingdom and Eire are FCA to the UK mainland freight forwarder, unless otherwise agreed with the RYA. Charges for delivery by non-standard means will be levied within the scale of charges published by the RYA from time to time and may be invoiced at the same time or separately to the invoice in respect of the goods.
- 7.3 Any dates quoted for delivery are approximate only and the RYA shall not be liable for any delay in delivery of goods howsoever caused.

Returns

- 8.1 Unless agreed otherwise by the RYA in writing, goods are not supplied on a sale or return basis.
- 8.2 Books will not be accepted for return unless previously authorised by the RYA in writing. Unless otherwise specified in writing by the RYA, items authorised for return must be received by the RYA in a re-saleable condition.
- 8.3 Carriage and packing of items returned shall be at the customer's expense and liability. The RYA cannot accept any responsibility for unauthorised returns. The RYA reserves the right to dispose of unauthorised returns at its absolute discretion and without prior notification to senders.

Queries and Claims

9.1 Any claim for credit or replacement goods must be received by writing at RYA House, marked for the attention of the Despatch Manager, within 14 days of the date of receipt of goods by the customer. Where the claim is for non-delivery of a whole consignment, the applicable time limit is 31 days from the date of the invoice. The RYA shall have no liability for claims received outside of the above limits and the customer shall be bound to pay the price as if the goods had been delivered in accordance with the agreement.