

## **RYA Partner Programme - Terms and Conditions**

The RYA Partner Programme is an online affiliate programme which has been designed to encourage on line traffic to the RYA website by means of electronic links and enhanced on line content. The RYA will pay a commission to a Partner where on line traffic directed to the RYA website by the Partner generates sales of RYA publications or membership. Partners are entitled to use the electronic links and enhanced content (such as enhanced texts, images, advertisements and video (referred to as Link Assets) made available via the RYA Partner Programme in their electronic communications and on their websites to direct on line traffic to the RYA website. These Link Assets are made available to Partners via a library of links to controlled areas within the online purchasing and membership areas of the RYA website ([www.rya.org.uk](http://www.rya.org.uk)). Please read these terms and conditions carefully before accessing the Link Assets. By using the Link Assets you acknowledge and agree to these terms and conditions. If you do not agree to these terms and conditions please do not use the Link Assets.

### **1. GENERAL**

- 1.1 These Terms and Conditions are applicable to the Link Assets available within the RYA Partner Programme.
- 1.2 The RYA agrees that the Partner may make use of the Link Assets in accordance with the terms set out in these Terms and Conditions and in accordance with any specific conditions applicable to any particular Link Asset (as advised on the RYA Partner website pages)
- 1.3 By accessing the Link Assets the Partner agrees to the specific conditions which apply (if any) to the Link Asset in question and to these Terms and Conditions. If there is a conflict between such specific conditions and these Terms and Conditions the specific conditions shall prevail.

### **2. USE OF LINK ASSETS**

- 2.1 While the Link Assets are made available in good faith the RYA makes no warranty or representation as to the Link Assets being free of error or omissions, complete or correct.
- 2.2 The RYA reserves the right to change, amend or delete the Link Assets from time to time and without notice.
- 2.3 The RYA shall be entitled to withdraw the Partner's entitlement to use the Link Assets in the event of breach by the Partner of these Terms and Conditions.
- 2.4 The RYA's obligations with respect to its products and services sold via the RYA Website are governed by the RYA Trading Terms posted on the RYA Website. Nothing in these Terms and Conditions shall be construed to alter or form part of the RYA Trading Terms.

### **3. COPYRIGHT AND TRADEMARKS**

- 3.1 Copyright in the Link Assets including but not limited to text photographs images pictures music audio audiovisual and any other work provided by the RYA belongs to and shall remain vested in the RYA or its licensors.

- 3.2 Use of the Link Assets is permitted only by way of an exact copy of the HTML code displayed in the Partner Programme area of the RYA Website. Any modification or alteration of the Link Assets or attempts to separate the enhanced content relating to RYA publications from the RYA Shop is strictly prohibited.
- 3.3 Partners shall be entitled to use the RYA publications logo shown as a header to these Terms and Conditions subject to compliance with the these Terms and Conditions and any guidelines issued by the RYA from time to time for use of the RYA publications logo. Use of any other form of the RYA Logo is not permitted unless expressly stated elsewhere.

#### **4. RESTRICTIONS**

- 4.1 Partners shall not be permitted to use the Link Assets on the Partner's website if the Partner's Website or any electronic communication in which the Link Asset is used:
  - 4.1.1 is defamatory to the RYA, its officers or employees;
  - 4.1.2 contains content that may damage the goodwill and reputation of the RYA;
  - 4.1.3 presents false, misleading or disparaging information about the RYA products and services;
  - 4.1.4 contains content that could be construed as distasteful, offensive, perverse, or controversial;
  - 4.1.5 makes it unclear from the manner in which the Link Assets have been used that the material they reference comes from the RYA Website;
  - 4.1.6 is presented in a manner to suggest that the RYA endorse the products and services of the Partner (save for the RYA's own products and services or endorsement as an RYA recognised training centre, where this applies);
  - 4.1.7 links to price comparison websites or discount warehouses or diverts or is reasonably likely to divert web sales away from the RYA Shop.
- 4.2 Partners shall at all times comply with all relevant rules and regulations in relation to digital marketing and otherwise. In particular and without limitation to the foregoing Partners shall not transmit or instigate the transmission of unsolicited marketing texts and emails, spamming or malware for the purpose of promoting the sales of RYA Publications or Membership

#### **5. COMMISSION**

- 5.1 The RYA will use all reasonable commercial endeavours to track the source of all sales from the RYA Website using cookies and other available technology. The Partner acknowledges that such tracking will not be possible where potential purchasers viewing the Partner's site and following the Link Assets disable cookies on their web browsers.
- 5.2 The RYA will pay the Partner a commission (the "Sales Commission") at the Applicable Rate on:
  - 5.2.1 the Net Sales Revenue for Qualifying Publication Sales; and

5.2.2 on the number of sales per category for Qualifying Membership Sales.

5.3 For the purposes of clause 5.2;

“Applicable Rate” means the relevant rate or rates including bonus rates advised within the Partner pages of the RYA Website which are applicable to the publication or category of membership in question.

“Net Sales Revenue” means the purchase price received by the RYA for an RYA publication after deduction of membership or other discounts and postage costs and after taking into account any order cancellations by the customer;

“Qualifying Membership Sale(s)” means a sale of an RYA Membership that either (i) can be demonstrated to the satisfaction of the RYA (acting reasonably) to have arisen within 60 days of a customer being directed from the Partner’s Website or other electronic communication of the Partner via the Link Assets to the RYA website or (ii) has been created by the RYA Partner joining up a member directly from the RYA Partner’s computer.

“Qualifying Publication Sale(s)” means a sale of an RYA Publication that can be demonstrated to the satisfaction of the RYA (acting reasonably) to have arisen within 60 days of a Standard Customer being directed from the Partner’s Website or other electronic communication of the Partner via the Link Assets to the RYA webshop.

“RYA Publications” means the publications including books DVDs , CD-roms, electronic digital media produced the RYA or third parties and indicated as being included in the RYA Partner Programme within the Partner pages of the RYA Website.

“Standard Customer” means a purchaser who makes a purchase at the price advertised for the general public or for members of the RYA and is not a Trade Customer

“Trade Customer” a purchaser who directly or indirectly has the benefit of trade or volume discounts for the RYA publications including RYA training centres, affiliated clubs and authorised distributors.

5.4 The RYA will keep an online account (an “Account Balance”) of Sales Commission accruing to the Partner in accordance with Clause 5.2. The Account Balance will be accessible to the Partner via a secure area within the RYA website.

5.5 Sales Commission will be paid by the RYA quarterly in arrears to a bank account specified by the Partner. Any overpayment made in respect of any previous quarters, for example, in consequence of a customer cancellation may be corrected by the RYA by an adjustment in the Sales Commission paid for the current quarter. Sales Commission will be accrued by the RYA until the total payable exceeds the minimum payment level advertised from time to time in the Partner pages of the RYA website.

## 6. TERMINATION

6.1 Either party may, without prejudice to any other rights or remedies (including those set out in clause 2.3) , terminate this agreement immediately by giving written notice to the other party in the event that the other party commits a material breach of this agreement and, in the case of such breach being capable of remedy, does not remedy such breach within 30 days of being given notice in writing specifying the breach and requiring its remedy.

6.2 Either party may terminate this agreement forthwith by notice in writing to the other party if:

6.2.1 the other party enters into liquidation or dissolution otherwise than for the purpose of an amalgamation or reconstruction, save in circumstances approved by the other party; or

6.2.2 the other party ceases to carry on business, has a receiver, administrative receiver or administrator appointed over all or any part of its assets or undertakings, enters into any compromise or arrangement with its creditors or takes or suffers any similar action in consequence of a debt or other liability; or

6.2.3 the other party is, or is deemed to be, unable to pay its debts as they become due.

## **7. LIABILITY**

7.1 The RYA will not be liable to the Partner where performance of its obligations is prevented or restricted by circumstances beyond the reasonable control of the RYA.

7.2 The Partner is responsible for the use they make of the Link Assets. To the extent not prohibited by law the RYA 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).

7.3 The RYA accept liability for death or personal injury caused by the negligence of the RYA and responsibility for fraudulent misrepresentation and any other liability that cannot under English law be excluded.

## **8. GENERAL**

8.1 Royal Yachting Association is a company registered in England with company number 878357 and registered office at RYA House Ensign Way Hamble Southampton SO31 4YA.

8.2 Failure by the RYA to enforce a right does not result in waiver of such right.

8.3 The Partner may not assign or transfer their rights under these Terms and Conditions.

8.4 English law applies to these Terms and Conditions and any dispute arising between the Partner and the RYA arising out of or in connection with the Link Assets or these Terms and Conditions will be dealt with by the English Courts.

End.