



Terms and conditions – job vacancy advertising

Booking criteria:

- All bookings are subject to acceptance by the Royal Yachting Association (RYA).
- Bookings will only be accepted by a Recognised Training Centre (RTC) or by a centre that has applied for RYA recognition.
- The advertising fee is calculated on the basis of each advertisement being displayed on the job finder section of the RYA website for one month.
- Should a RTC require an advertising period in excess of one calendar month an additional fee shall be payable in respect of each additional month.

Advertisement content and specification:

- RTC logos must be supplied in JPEG, PNG or TIFF format. The RYA will scale the logo to conform to standard design.
- The main body of the advertisement will be no longer than 100 words in length. This excludes heading, logo and contact details.
- External hyperlinks from advertisements must be directed to content relevant to the job being advertised, or the RTC's home page.
- The RTC shall be solely responsible for ensuring that the content of the advertisement is compliant with all applicable laws and regulatory standards.
- The RYA may, at its discretion, reject any advertisement supplied which does not comply with the specifications or which the RYA considers to be misleading, defamatory, offensive, tend to put the RYA or the advertiser in disrepute or otherwise unacceptable for any other reason.
- No advertisement shall appear until such time as the specifications have been met.
- Advertisements shall be removed following the expiry of the advertising period for the relevant application's closing date, whichever occurs soonest.
- Advertisements may be removed by the RYA earlier than stated above upon your specific request but in such circumstances no refund or reduction in advertising fees shall be given.

Invoicing and payment:

- Advertising fees are invoiced monthly in advance. The RYA will issue an invoice or take payment for the advertising fees from the RTC upon acceptance of the booking or upon extension of the initial advertising period..
- Advertising can be paid by debit or credit card, bank transfer or by cheque to the RYA, or may be invoiced to the RTC's RYA credit account. If the fee is to be invoiced the RTC must have sufficient credit within that account and must settle the invoice within 30 days of the date of issue of the invoice.
- All advertising fees stated in or in relation to these terms and conditions are stated exclusive of VAT.
- The RYA shall be entitled to remove any advertisement for which payment has not been received in accordance with these payment terms.



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Warranties:

- The RYA makes no representation or warranty in relation to the number of visitors to its website and/or specific pages during the period for which the advertising is to run.
- The RYA shall use all reasonable endeavours to ensure continuity of advertising but makes no warranty in relation to disruption of its website for any reason whatsoever outside of its reasonable control. In particular, the RYA shall not be liable for:
 - any loss of profits, income, revenue, use, production or anticipated savings.
 - any loss of business, contacts or commercial opportunities.
 - any loss of or damage to goodwill or reputation.
 - any special, indirect or consequential loss or damage.
- The RYA shall use all reasonable endeavours to implement the advertisement promptly following receipt of advertisement content meeting the required specification but makes no representation or warranty in relation to the turnaround time.

Liability and indemnity:

- The advertiser shall indemnify and keep indemnified the RYA in relation to any and all liabilities arising in connection with the content of the advertisement.
- The RYA's liability in relation to any event or series of related events will otherwise not exceed the cost to the advertiser of the advertisement placed.

Force Majeure:

- The RYA shall have no liability to a centre for any failure to deliver services which have been ordered or any delay in doing so or for any damage or defect that is caused by any event or circumstance beyond its reasonable control.

Entire Agreement:

- These terms and conditions, together with the current RYA website process and RYA contact details, set out the whole of our agreement relating to the supply of advertising services to your centre by the RYA. These terms and conditions cannot be varied except in writing signed by the RYA Training Manager. In particular, no terms and conditions incorporated within your centre's purchase order or correspondence and nothing said by any person on behalf of the RYA should be understood as a variation of these terms and conditions or as an authorised representation about the nature or quality of any services offered by the RYA. The RYA shall have no liability for any such representation being untrue or misleading.

Governing Law:

- The contract between us shall be governed by and interpreted in accordance with English law, and the English courts shall have jurisdiction to resolve any disputes between us.