

## Website Terms of Use

### 1. Introduction

1.1. [www.rbyc.org.uk](http://www.rbyc.org.uk) (the Site) is operated by the Royal Burnham Yacht Club (RBYC, “we” and “us”).

1.2. Use of the Site is on the terms contained in this document (Terms of Use). If you do not agree to these Terms of Use, stop using the Site immediately. By accessing and using the Site you are indicating your acceptance to be bound by these Terms of Use. They are a legal agreement between you and us and can only be amended with our consent. They should be read in conjunction with any details provided on the Site about how the Site operates and the services which are available.

1.3. You should also read our Privacy Policy.

1.4. We reserve the right to change these Terms of Use from time to time without prior notice by changing them on the Site. Your continued use of the Site after these Terms of Use are amended will indicate your acceptance of those Terms of Use in regard to your use of the Site.

### 2. Accessing the Site

2.1. We cannot guarantee that the Site will operate continuously or without interruptions or be error-free. You must not attempt to interfere with the proper working of the Site and, in particular, you must not attempt to circumvent security, tamper with, hack into, or otherwise disrupt the Site or any computer system, server, router or any other internet-connected device.

2.2. You are responsible for ensuring that your computer system meets all relevant technical specifications necessary to use the Site and is compatible with the Site. You also understand that we cannot and do not guarantee or warrant that any content of the Site will be free from infection, viruses and/or other code that has contaminating or destructive properties. You are responsible for implementing sufficient procedures and virus checks (including anti-virus and other security checks) to satisfy your particular requirements for the safety and reliability of data input and output.

2.3. From time to time, we may restrict access to certain features or parts of the Site, or the entire Site, to users who have registered with us. If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any third party. We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our opinion you have failed to comply with any of the provisions of these Terms of Use.

2.4. The Site has been designed to adhere to the Level AA accessibility guidelines under the Web Content Accessibility Guidelines 2.0 published by the World Wide Web Consortium (W3C).

2.5. We reserve the right, in our discretion, to withdraw, suspend or modify the Site or certain features or parts of the Site with or without notice to you, where we have reason to do so. There may also be times when the Site or certain features or parts of the Site become unavailable, whether on a scheduled or unscheduled basis. You agree that we will not be

liable to you or to any third party for any withdrawal, modification, unavailability, suspension or discontinuance of the Site or any service available on or through the Site.

### 3. Using the Site

3.1. You must use the Site and the information available from the Site responsibly. No such information may be used for or in connection with any unlawful, immoral or anti-social purpose, or in a manner which is or may be damaging to our name or reputation.

3.2. The Site is designed to meet the needs of a wide range of users wishing to interrogate our information online. Due to limitations of IT equipment and bandwidth, the Site is not intended to be a source for bulk downloads. Accordingly, users, IP addresses or blocks of IP addresses who deny or degrade service to other users by generating unusually high numbers of database accesses, whether generated manually or by automated means, may be denied access to the Site's services without notice.

### 4. Accuracy of information

4.1. We will use reasonable endeavours to ensure that information on the Site is accurate, but commentary and other material posted on the Site are not intended to amount to advice or authority on which reliance should be placed. We make no representation or warranty that any information is accurate, complete or up-to-date and, to the fullest extent permitted by law, we accept no liability for any loss or damages or expenses of any kind including without limitation compensatory, direct, indirect or consequential damages, loss of data, income or profit, loss of or damage to property, or claims by third parties howsoever arising in connection with your use of this Site, the copying or use of any information or material contained in or referred to in this Site.

4.2. The views expressed by third parties placing material on these pages are not representative of the views of the RBYC. The RBYC cannot monitor the content not produced by us and has not reviewed all the third party material published on this Site and the RBYC accepts no liability whatsoever in relation to the content of third party material placed on these pages.

4.3. If you find any inaccurate information on the Site please let us know and we will endeavour to correct it, where we agree, as soon as reasonably practicable.

### 5. Website Facilities

5.1 The Site may act as a venue which facilitates users to sell and buy boats. We may publish advertisements provided by users but we do not attempt to verify the accuracy of the contents. We give no warranty and makes no representation as to the truth, accuracy or sufficiency of any advertisement or any description, photograph or statement therein. We do not accept liability for any loss suffered by any person as a consequence of reliance on any advertisement or other material on this Site. We reserve the right to refuse any advertisement.

5.2 We are not involved in transactions between buyers and sellers. We are not responsible for ensuring that buyers and sellers actually complete a transaction. We recommend that any boat purchased is inspected or surveyed by a person independent of the seller prior to purchase. Buyers buy at their own risk and should take appropriate professional advice prior to purchasing.

5.3 We cannot and do not confirm the purported identity of users or the validity of the information which users post to the Site.

5.4 In the event that you have any right, claim or action against any other user arising from that user's use of the Site you agree to pursue such right, claim or action independently of and without recourse to us, and you release us from all claims, liability, damages, losses, costs and expenses, including legal fees, known and unknown, arising from or in any way connected with such right, claim or action.

5.6 Please use caution and common sense when using our site. Please note that there are also risks of dealing with foreign nationals, underage persons or people acting under false pretence.

5.7 If you are a seller, you must ensure that you are legally able to sell the item described.

5.8 All photographs used on the Site must have the prior consent of the photographer. The seller is responsible for gaining any photographer's approval prior to forwarding photographs to the RBYC to use on the Site. We cannot be held responsible for any issues arising due to copyright protection on photographs.

## 6. Advertisers Warranty and indemnity

6.1 Advertisers (including agencies) upon and by lodging material with the RBYC for publication HEREBY INDEMNIFY RBYC, its servants and agents against all actions, claims or proceedings of any kind whatsoever arising from the publication of that material and without limiting the generality of the foregoing IDEMNIFY each of them in relation to any breach of copyright, infringement of trademarks, breach of unfair competition or trade practices legislation, infringement of royalties or violation of rights of privacy or defamation or slander action AND WARRANT that the material complies with all relevant laws and regulations and that publication will not give rise to any rights against or liability of RBYC, its servants or agents and in particular that nothing therein is capable of being misleading or deceptive or otherwise in breach of the Trade Practices Act, the Fair Trading Act or other like legislation.

## 7. Intellectual property rights

7.1. All content on the Site including but not limited to text, software, photographs and graphics is protected by intellectual property rights, including copyright, database rights and trademarks. We, or our licensors, own intellectual property rights in the selection, coordination, arrangement and enhancement of such content, as well as in the original content. Except as expressly set out in these Terms of Use, nothing in these Terms of Use shall give you any rights in respect of any intellectual property owned by us or our licensors. You shall not assert or attempt to obtain any such rights and you shall not use, copy, reproduce, modify, publish, transmit, participate in the transfer or sale of, create derivative works from, or in any way exploit, our name, intellectual property rights, or those of any affiliated companies within our group, or any of the content of the Site, in whole or in part, except as provided in these Terms of Use.

7.2. You may download information from the Site for your own personal non-commercial use only. Except as otherwise expressly permitted under copyright law, no copying, redistribution, retransmission, publication or commercial exploitation of downloaded material will be permitted without our express permission and that of the copyright owner.

In the event of any permitted copying, redistribution or publication of copyright material, no changes in or deletion of author attribution, trade mark legend or copyright notice shall be made. You acknowledge that you do not acquire any ownership rights by downloading copyright material.

7.3. The material on this Site or any part of it is not to be incorporated or distributed in any work or in any publication in any form without the permission of the RBYC. To request permission please contact us at [info@rbyc.org.uk](mailto:info@rbyc.org.uk).

7.4. The rights granted to you under these Terms of Use shall terminate immediately upon your breach of any of these Terms of Use.

## 8. Links to this and other websites

8.1. We may provide hyperlinks from the Site to other internet sites which are operated by other organisations. We are not responsible for external websites that link to the Site or which are linked from it. That we include these hyperlinks does not imply any endorsement of the material on such sites or any association with their operators.

8.2. We reserve the right, at our discretion, to prohibit any link from another internet site to materials or information on the Site. Without prejudice to that right, if you wish to link to the Site, you may only do so on the basis that you link to, but do not replicate, the home page of the Site, and subject to the conditions set out in the following conditions:

8.2.1. The link is neither misleading nor deceptive and must fairly indicate the Site as the destination of the link, using this explanation:

8.2.1. you do not remove, distort or otherwise alter the size or appearance of our logo;

8.2.3. you do not create a frame or any other browser or border environment around the Site, or in any way conceal that visitors are leaving your site;

8.2.4. you do not in any way imply that we endorse any products or services other than our own;

8.2.5. you do not misrepresent your relationship with us nor present any other false or misleading information about us;

8.2.6. you do not otherwise use any of the trade marks displayed on the Site without our express written permission;

8.2.7. you do not link from a website that is not owned by you;

8.2.8. you do not use the RBYC logo as a linking image;

8.2.9. you do not hold us liable for any broken links produced on your site as a result of our moving or deleting pages on our Site; and

8.2.10. any website from which you link to the Site does not contain any content that is distasteful, offensive or controversial, infringes any intellectual property rights or other rights of any other person or otherwise does not comply with all applicable laws and regulations.

## 9. Our liability

9.1. Although we hope the Site will be of interest to users, we accept no liability and offer no warranties or conditions in relation to the Site or its content, to the fullest extent such liability can be excluded by law.

9.2. If you are a consumer and not a business user, we shall not be liable to you for any

business losses and shall only be liable for any losses which are reasonably foreseeable.

9.3. If you are a business user, in no event shall we be liable to you for any indirect or consequential loss, loss of profit, revenue or goodwill arising from your use of, or inability to use, the Site or information on the Site. Except as provided in these Terms of Use, all terms implied by law are excluded.

9.4. 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.

## 10. General

10.1. Royal Burnham Yacht Club, Limited (the) is a company registered in England. Our company number is 00168571 and our registered office address is The Quay, Burnham-On-Crouch, CM0 8AU. Our VAT registration number is [insert VAT registration number].

10.2. Any formal legal notices should be sent to us at the address at the end of these Terms of Use by email and confirmed by post.

10.3. 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 Terms of Use.

10.4. If any part of these Terms of Use is found to be unenforceable as a matter of law, all other parts of these Terms of Use shall be unaffected and shall remain in force.

10.5. You and we agree that English law applies to these Terms of Use and that any dispute between us regarding the Site or arising out of or in connection with these Terms of Use 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.

## 11. How to contact us

11.1. If you experience problems with the Site or would like to comment on it then please email: [info@rbyc.org.uk](mailto:info@rbyc.org.uk) telephone us on +44 621 782044 or write to us at Royal Burnham Yacht Club, The Quay, Burnham on Crouch, Essex CM0 8AU.