

On-line Terms & Conditions of Business

These Terms and Conditions apply to all purchases from our website. Please read them carefully before placing an order. Separate conditions apply to in-house or logbook orders and should be referred to in those cases.

1 Accepting orders

We must receive full payment for all products and delivery charges before we can accept any order. We reserve the right to restrict the number of products you may order and to refuse any order. If you placed your order online and if you provided us with your email address you will receive an email from us confirming that we have received your order.

This email is sent automatically and does not mean that we have accepted your order. We will notify you of our acceptance of your order by sending an email to you stating that your order has been accepted. Otherwise, our acceptance of your order takes place upon delivery of the products. Only when we have accepted your order is a binding contract created between us.

Please ensure that the details you provide us with are correct and complete and inform us immediately of any changes to the information that you provided when ordering.

Please ensure that you enter the correct delivery address format into the appropriate fields. Postal or Zip codes must be used where the delivery address format contains one. The Nautical Institute will not take responsibility for incorrectly entered, missing or inaccurate information in the delivery address fields. Please check the details you have entered in the address fields and inform us immediately of any changes. No refunds or duplicate dispatches will be issued if The Nautical Institute is not informed of any address format changes before dispatch of the original order.

The Nautical Institute reserves the right to refuse access to the website, remove or edit content, or cancel orders at our discretion. If we cancel an order before dispatch, it will be without charge to you.

2 Discounts

Discount is available for members of The Nautical Institute. You will need to be logged into the members area of the NI website in order for the discount to be applied.

3 Privacy

The Nautical Institute processes personal data on a 'legitimate interests' basis under Article 6 (1) of the General Data Protection Regulation (GDPR). This enables the Institute to provide a full range of services to its members and also services relating to its dynamic positioning (DP), accreditation and publications activities. We use the personal information you give us to handle orders, deliver products and services, process payments, and communicate with you about orders, products, services and promotional offers. We also use this information to improve our online ordering system, prevent or detect fraud or abuses of our website and enable third parties to carry out technical, logistical or other functions on our behalf.

4 Secure Information

We work to protect the security of your information during transmission by use of a secure server to handle all personal information, credit/debit card details etc. We will not be liable for unauthorised access to information supplied by you. To ensure your credit, debit or charge card is not being used without your consent we will validate your name, address and other personal information supplied by you during the online order against appropriate third-party databases. By accepting these terms and conditions you consent to such checks being made.

We reveal only the last four digits of your credit card numbers when confirming an order, although we transmit the entire credit card number during order processing.

- We maintain physical, electronic and procedural safeguards in connection with the collection, storage and disclosure of personally identifiable customer information.

- It is important for you to protect against unauthorised access to your Nautical Institute Membership number and credit card details. Be sure to sign off your Internet browser when you finish using a shared computer.

5 Access to www.nautinst.org

We will do our utmost to ensure that availability of the website will be uninterrupted and that transmissions will be error-free. However, due to the nature of the Internet, this cannot be guaranteed. Also, your access to the website may also be occasionally suspended or restricted to allow for repairs, maintenance, or the introduction of new facilities or services. We will attempt to limit the frequency and duration of any such suspension or restriction.

We have taken reasonable care to ensure the accuracy of the content on our website, however, in accordance with the applicable laws, we disclaim all warranties (express or implied) as to the accuracy of the information contained in any of the material on our site.

6 Copyright and database rights

All content included on the website, such as text, graphics, logos, button icons, images, audio clips, digital downloads, data compilations, and software is the property of The Nautical Institute and is protected by United Kingdom and international copyright and database right laws.

7 Our contract

Online orders: When you place an order online to purchase a product from The Nautical Institute, we will send you an e-mail confirming receipt of your order and containing the details of your order. Your order represents an offer to us to purchase a product, which is accepted by us when we send email confirmation to you that we have received your order (the "acceptance of order email").

8 Returns & Refunds

We do not accept returns on books unless the book was damaged in transit by agents of The Nautical Institute, or if the wrong title was sent in error. Recipients must check orders for damage before signing for delivery. In the case of shipments via freight forwarders or any other party, it is the responsibility of freight forwarders or other parties to perform this check for both courier and postal orders. Failure to do so will result in the customer not being able to make a claim. The notification period for damage in transit and for products sent in error is 30 days from the date of dispatch and/or 7 days from the date of receipt. In this case the Institute will contact you to make arrangements for the return of the products.

In cases where a book has gone missing for more than 60 days, if after due enquiry it is presumed lost, the Institute may consider sending a replacement. If you are eligible for a refund, we will refund you via the payment method you used when you originally paid for your order. Please note: It is your responsibility to notify us of any changes to your credit card details i.e. if you no longer hold that account. Refunds can take up to 30 days to process.

9. Pricing, availability and delivery

Our prices are set out on our website in pounds sterling (GPB) and are inclusive of United Kingdom rated VAT where applicable. Prices remain in force until we publish new prices on our website. Packing and delivery charges apply and are displayed during the order process. While we try to ensure that all prices on our website are accurate, mistakes can sometimes occur. If we discover an error in the price of products you have ordered we will contact you as soon as possible and give you the option of either reconfirming your order at the correct price or cancelling it. If we are unable to contact you we will treat the order as being cancelled. If the order is cancelled, we will refund any money that we have taken from you.

All orders are subject to availability of products. We endeavour to have all our advertised publications in stock. If a product is unavailable, we will notify you (where possible) and refund any charges that have been made, within 30 days of your order.

9.1 Contract of sale

The advertising of products on the Institute's website, leaflets or publication list is an 'invitation to treat'. This means that all orders are subject to the availability of products in stock. The Nautical Institute continually updates its products list and may make changes to it at any time, in order to supply the latest edition. Withdrawn books cannot be supplied. Prices remain in force until we publish new prices on our website.

9.2 Delivery

All orders will normally be dispatched within six working days and the aim is to have all books delivered within 28 days of dispatch throughout the world.

Please note that delivery estimates are just that. They are not guaranteed delivery times and should not be relied upon as such. As we process your order, we will inform you by email if any products you order turn out to be unavailable or if there are any delays in the order process.

Should you want to change the shipping address after the products have been dispatched from us, there will be a charge levied by the delivery company. Redirection approval is subject to your order and account status.

10 Customs

It is accepted by you that any additional customs charges need to be paid by you, The Nautical Institute has no control over these charges and cannot predict what they may be. Customs policies are different in every country so please contact your local customs office for further information. Please note that when ordering from The Nautical Institute you are considered the importer of record. As the importer of record, you must comply with all of the laws and regulations of the country you are receiving the goods in. Customs offices in some countries require the importer of record to provide identification before releasing goods. As the importer of record, you may be required to provide the recipient identification number such as a unique identification number, CNPJ, CRN or other as required by your country.

Be aware that cross-border deliveries are subject to opening and inspection by customs authorities. We will recover from you any costs incurred by the Institute from such actions, including the costs of returning logbooks to the Institute.

If customs duties, import clearance charges and the costs associated with them are not paid by the importer of record then customs will not release the items. In the instance that items are returned to The Nautical Institute by customs, the importer of record agrees to cover all costs associated with this. These may include but are not limited to customs charges from the country the goods were delivered to, courier fees and any customs fees incurred when returning to the UK. In the event that customs decides to destroy the items rather than return them, it is accepted by you that you will still be liable to pay the original invoice and any other additional costs associated with this transaction.

11 Events beyond our reasonable control

We will not be held responsible for any delay or failure to comply with our obligations under these conditions if the delay or failure arises from any cause which is beyond our reasonable control. This condition does not affect your statutory rights.

12 Force Majeure

Every effort will be made to carry out the contract but its due performance is subject to cancellation by The Nautical Institute or to such variation as The Nautical Institute may find necessary as a result of inability to secure labour, materials or supplies as a result of any act of God, war, strike, lockout or other labour dispute, fire, flood, drought, legislation or other cause (whether or the foregoing class or not) beyond The Nautical Institute control.



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13 Governing law and jurisdiction

These conditions are governed by and construed in accordance with the laws of England and Wales.
All claims must be submitted to the non-exclusive jurisdiction of the English courts.



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