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**E:** [pubs.admin@nautinst.org](mailto:pubs.admin@nautinst.org)  
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## Terms & Conditions of Business for In-house orders

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

### 1 Accepting orders

If you have an account with The Nautical Institute, credit orders will be only be accepted on initial approval and clearance of outstanding balances. For all other customers full payment must be received for all products and delivery charges before orders are accepted.

We reserve the right to restrict the number of products you may order and to refuse any order. Your order will be dispatched once it is accepted and paid, or credit granted. 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.

The Nautical Institute reserves the right to cancel orders at our discretion. If we cancel an order prior to dispatch, it will be without charge to you. Courier and Customs fees may be charged, where applicable, if an order is cancelled due to misconduct by the customer or failure by the customer to fulfil Customs regulations or payments.

### 2 Discounts

Discounts are available on bulk orders of 10 or more books of the same title. The discount applicable will be 40% of the full standard price.

Booksellers are entitled to a 30% discount, on providing the Institute with satisfactory evidence of their status.

Training institutions are entitled to a 40% discount, on providing the Institute with satisfactory evidence of their status.

Members of The Nautical Institute are entitled to a 30% discount on all publications (except Nautical Briefings) when using their Nautical Institute membership number.



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Books bought for ship bridge libraries are entitled to a 30% discount, on providing the Institute with satisfactory evidence of status.

### 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 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 personal information supplied by you as we process the order. By accepting these Terms and Conditions you consent to such checks being made.

We maintain physical, electronic and procedural safeguards in connection with the collection, storage and disclosure of personally identifiable customer information. We destroy credit card details or remove sensitive data after the order has been processed.

It is important that you to protect against unauthorised access to your Nautical Institute Membership number and credit card details.

### 5 Copyright and database rights



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All content included on The NI 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.

## 6 Our contract

When you place an order to purchase a product from The Nautical Institute, we will expect to process it within seven working days. The Nautical Institute reserves the right to put orders on hold until issues are clarified under certain circumstances. This could include but is not limited to: payment problems; insufficient address details; any other information missing in an order so that it could not be processed. If you have provided your telephone number and email address with your order, The Nautical Institute will make reasonable attempts to contact you to proceed with the process. If we are unable to contact you, we will treat the order as being cancelled.

## 7 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.

If you are eligible for a refund, we will refund you via the payment method you used when you originally paid for your order. 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 may be processed up to 30 days from the end of the month in which the claim was made.



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## 8 Pricing, availability and delivery

Our prices are set out on our website and publications list in pounds sterling (GBP) and VAT will be added where applicable. Prices remain in force until we publish new prices on our website. Packing and carriage charges apply and are displayed on the invoice.

While we try to ensure that all prices on our website and publications list 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.

**Collections:** Collection of orders is not accepted under any circumstances.

### 8.1 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.

Proforma invoices do not constitute a contract of sale between the training centre and The Nautical Institute. The proforma invoice remains valid for two weeks from the date of issue. The Nautical Institute accepts orders in good faith and cannot be responsible for any errors or admissions on the part of training centres. By confirming the order by email, the training centre agrees that all information included on the proforma invoice has been checked and is correct. If email confirmation is not received within two weeks of the proforma being issued The Nautical Institute cannot guarantee price and availability of logbooks, there may also be a delay in order fulfilment. Prices and stock availability will not be contractually confirmed until we have received your email order confirmation.

While we endeavour to have all our advertised publications in stock, if the products you order are not available we will notify you (where possible). If we have received full payment and the delivery charges for the unavailable products, we will refund them to you within 30 days of your order unless you agree to a longer period. If you have been informed that a particular item of stock cannot be supplied and it becomes available at a later date, you will have to re-order the item. We can accept advance orders for new products before launch on receipt of full payment for the product and carriage. These orders will be processed and dispatched after the launch date.



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These Terms and Conditions cannot be varied except by changes made by The Nautical Institute on its website and marketing material. In particular, nothing said by any representative of the Institute will operate as a variation to these Terms and Conditions nor will it constitute a legal representation on behalf of them.

## 8.2 Delivery

All orders will normally be dispatched within seven 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.

Changes to the shipping address after the products have been dispatched from The Nautical Institute may attract extra charges from the delivery agent. Redirection approval is subject to your order and account status. Please make these requests directly to The Nautical Institute.

## 9 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 good 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 recipients 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

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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.

## **10 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.

## **11 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 of the foregoing class or not) beyond The Nautical Institute's control.

## **12 Governing law and jurisdiction**

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

