

Terms and Conditions of Supply

This page (together with the documents referred to on it) tells you the terms and conditions on which we supply any goods and services including, without limitation, merchandise, membership services and online event booking (all and any of the foregoing being referred to as **Products**) listed on our website www.canoescotland.org or our online self service portal (either being referred to as **our website**) to you. Please read these terms and conditions carefully before ordering any Products from our website. You should understand that by ordering any of our Products, you agree to be bound by these terms and conditions.

You should print a copy of these terms and conditions for future reference. You can do so by clicking on the FILE button in the menu bar at the top of this page and selecting PRINT.

By proceeding with your order you are accepting these terms and conditions. If you refuse to accept these terms and conditions, you will not be able to order any Products from our website.

1 Information About Us

- 1.1 www.canoescotland.org, www.canoescotland.org/selfservice.aspx and www.myscottishsport1.org.uk/sccrmselfservice are a website and online self service portal operated by the Scottish Canoe Association (**we**). We are a company incorporated and registered in Scotland under company number SC 207488 and with our registered office at Caledonia House, 1 Redheughs Rigg, South Gyle, Edinburgh, EH12 9DQ and a trading address at Caledonia House, 1 Redheughs Rigg, South Gyle, Edinburgh, EH12 9DQ.

2 Service Availability

- 2.1 Our website is intended primarily for use by people resident in the UK. We do not accept orders for membership from individuals in England, Wales or Northern Ireland.]

3 Your Status

- 3.1 By placing an order through our website, you are confirming that:
- 3.1.1 You are legally capable of entering into binding contracts;
 - 3.1.2 You are at least 16 years old if resident in Scotland or 18 years old if resident elsewhere;
 - 3.1.3 Where you are booking an event using our website, you are physically fit for the activity you are booking;

4 How the contract is formed between you and us

- 4.1 After placing an order, you will receive an e-mail from us acknowledging that we have received your order. This does not mean that your order has been accepted. Your order constitutes an offer to us to buy a Product. All orders are subject to acceptance by us which is subject to us having received payment in full for the Products and us being able to verify any pre-requisites that may apply to the Product you have ordered and we will confirm such acceptance to you by sending you an e-mail that confirms that the Product has been dispatched or booked (where the Product is an Event) (each a **Dispatch Confirmation**). Where the Product is membership, confirmation of our acceptance shall be sent together with the membership card posted to you and such confirmation shall be deemed to be a Dispatch Confirmation for the purposes of these terms and conditions. The contract between us (**Contract**) will only be formed when we send you the Dispatch Confirmation.
- 4.2 The Contract will relate only to those Products whose dispatch, acceptance or booking (as the case may be) we have confirmed in the Dispatch Confirmation. We will not be obliged to supply any other Products which may have been part of your

order until the dispatch, acceptance or booking (as appropriate) of such Products has been confirmed in a separate Dispatch Confirmation.

5 **Our Status**

5.1 We may also provide links on our website to the websites of other companies, whether affiliated with us or not. We cannot give any undertaking, that products you purchase from third party sellers through our website, or from companies to whose website we have provided a link on our website, will be of satisfactory quality or fit for purpose, and any such warranties are DISCLAIMED by us absolutely. This DISCLAIMER does not affect your statutory rights against the third party seller. We will notify you when a third party is involved in a transaction, and we may disclose your customer information related to that transaction to the third party seller.]

6 **Goods**

6.1 We have made all reasonable efforts to ensure that the colours of merchandise available for purchase on our website (**Goods**) are accurately displayed. However, the colours that you see will depend on your computer system and we cannot guarantee that your computer system's display of any colour will be accurate.

6.2 You agree to use the Goods in accordance with the instructions accompanying them and any additional directions regarding use of the Goods as may appear on our website from time to time. Such instructions and directions shall be incorporated into these terms and conditions.

6.3 We reserve the right to discontinue supplies of Goods at any time and exclude all liability in respect of any claim arising from you or any third party caused directly or indirectly by such discontinuance.

6.4 The Goods will be at your risk from the time of delivery. Insurance on the Goods once delivered shall be your responsibility and at your expense.

6.5 Ownership of the Goods will only pass to you when we receive by way of cleared funds full payment of all sums due in respect of the Goods, including delivery charges.

7 **Events**

7.1 You accept that where the Product you have purchased is a booking for an event which you will attend (**Event**), that this Event may involve hazardous activities and that notwithstanding any other provision of these terms and conditions, we accept no liability, save for death or personal injury caused by our negligence, for any loss or damage which may be incurred by you from your participation in the Event.

7.2 Notwithstanding any other provision of these terms and conditions [save for paragraph 12.3], where the Product you have purchased is an Event, if you cancel the Contract for an Event after you have received a Dispatch Confirmation for that Event, then we shall only refund the cost of the Event to you if we are able to resell that place on the Event to another person.

8 **Membership**

8.1 Where the Product you order or have purchased is membership of the Scottish Canoe Association (**Membership**):

8.1.1 you agree to be bound by the terms of our Memorandum and Articles of Association including, without limitation, the obligation to guarantee payment in terms of Clause 7 of our Memorandum of Association which sum shall not

exceed £1. Our Memorandum and Articles of Association are available for viewing on our website.

8.1.2 you agree to your information being stored and used in accordance with our Privacy Policy <http://canoescotland.org/Privacy.aspx> ; and

8.1.3 in placing your order, you acknowledge that our website contains the information you require about Membership, you agree to us starting the Membership and you agree that Membership may start before the usual cancellation period set out in paragraph 9.1 below expires. Your right to cancel a Contract which relates to Membership will therefore cease once your order of Membership has been accepted by us as set out in paragraph 9.2 below.

9 Customer Rights

9.1 If you are contracting as a consumer, you may cancel a Contract at any time within seven (7) working days, beginning on the day after you received the Product where the Product is Goods and up to [2] working days prior to the date of the Event where the Product is an Event. In these cases, subject to paragraph 7.2 above, you will receive a full refund of the price paid for the Products in accordance with our refunds policy (set out in paragraph 12 below).

9.2 You may not cancel a Contract for Membership once we have accepted your order for Membership and authorised the issue of a Dispatch Confirmation to you in respect of that Membership.

9.3 To cancel a Contract, you must inform us in writing and where the Product relates to Goods, return the Goods to us immediately, in the same condition in which you received them, and at your own cost and risk. You have a legal obligation to take reasonable care of the Goods while they are in your possession. If you fail to comply with this obligation, we may have a right of action against you for compensation.

9.4 Details of this statutory right, and an explanation of how to exercise it, are provided in the Dispatch Confirmation. This provision does not affect your statutory rights.

10 Availability and Delivery

10.1 Where you have ordered Goods, your order will be fulfilled by the delivery date set out in the Dispatch Confirmation or, if no delivery date is specified, then within thirty (30) days of the date of the Dispatch Confirmation, unless there are exceptional circumstances.

11 Price and Payment

11.1 All prices and delivery costs displayed on our website are quoted in pounds Sterling. The price of any Products will be as quoted on our website from time to time, except in cases of obvious error.

11.2 These prices include VAT and UK delivery unless otherwise specified. We reserve the right to charge additional delivery charges for any orders outside the UK.

11.3 Prices are liable to change at any time, but changes will not affect orders in respect of which we have already sent you a Dispatch Confirmation.

11.4 Our website contains a range of Products and it is always possible that, despite our best efforts, some of the Products listed on our website may be incorrectly priced. We will normally verify prices as part of our dispatch procedures so that, where a Product's correct price is less than our stated price, we will charge the lower amount when dispatching the Product to you. If a Product's correct price is higher than the

price stated on our website, we will normally, at our discretion, either contact you for instructions before dispatching the Product, or reject your order and notify you of such rejection.

- 11.5 We are under no obligation to provide the Product to you at the incorrect (lower) price, even after we have sent you a Dispatch Confirmation, if the pricing error is obvious and unmistakable and could have reasonably been recognised by you as a mis-pricing.
- 11.6 Payment for all Products must be made in Pounds Sterling by credit or debit card. We accept payment with Visa, Mastercard, Solo, Maestro. We will charge your credit or debit card for Goods at the time of you placing an order. Where we are unable to provide a Dispatch Confirmation in respect of your order, we shall refund to you the price paid. Our geographical address in respect of payment to us is set out in paragraph 1.1 of these terms and conditions.
- 11.7 If you order Goods from our website for delivery outside the UK, they may be subject to import duties and taxes which are levied when the delivery reaches the specified destination. You will be responsible for payment of any such import duties and taxes. We have no control over these charges and cannot predict their amount. If you are in any doubt, contact your local customs office for further information before placing your order.
- 11.8 If you fail to take delivery of the Goods or to give adequate forwarding instructions to enable the Goods to be delivered, we will notify you by e-mail and should delivery not subsequently be possible will refund to you the price paid (but not the delivery costs) for the Goods.
- 11.9 We will take all reasonable care to keep your order and payment details secure, but purchases from our website are at your own risk.

12 **Our Refunds Policy**

- 12.1 Where you have cancelled the Contract between us for Goods or Membership within the seven day cooling-off period, we will process the refund due to you as soon as possible and, in any case, within thirty (30) days of the day you have given notice of your cancellation. In this case we will refund the price of the Product in full, including the cost of sending the item to you. However, you will be responsible for the cost of returning the item to us.
- 12.2 Where you have cancelled the Contract between us in circumstances other than that set out in paragraph 12.1 (for instance, because you have notified us in accordance with paragraph 22 that you do not agree to any change in these terms and conditions or in any of our policies, or because you claim that the Goods are defective), we will examine the returned Goods and will notify you of your refund via e-mail within a reasonable period of time. We will usually process the refund due to you as soon as possible and, in any case, within thirty (30) days of the day we confirmed to you via e-mail that you were entitled to a refund for the defective Goods. Goods returned by you because of a defect will be refunded in full, including a refund of the delivery charges for sending the item to you and the cost incurred by you in returning the item to us.
- 12.3 Where you have cancelled the Contract between us in respect of an Event, paragraph 7.2 of these terms and conditions shall apply. [Notwithstanding the foregoing, we will not refund the price of an Event in any circumstances, where notice by you of Cancellation is given during the period of two (2) days of the date of the Event.]
- 12.4 Where we have cancelled the Contract between us in circumstances where the Product is an Event, we shall confirm this via e-mail as soon as possible. Events

which have been cancelled will be refunded in full within five (5) days of the date we confirmed to you via e-mail that the Event is cancelled.

- 12.5 We will usually refund any money received from you using the same method originally used by you to pay for your purchase.

13 **Our liability**

- 13.1 We warrant to you that any Goods purchased by you from us through our website shall be of satisfactory quality and reasonably fit for all the purposes for which goods of the kind are commonly supplied.

- 13.2 We warrant to you that any Event provided by us will be provided by us with reasonable care and skill.

- 13.3 Our liability for losses you suffer as a result of us breaking these terms and conditions including deliberate breaches is strictly limited to the purchase price of the Product you purchased and any losses which are a foreseeable consequence of us breaking these terms and conditions. Losses are foreseeable where they could be contemplated by you and us at the time your order is accepted by us.

- 13.4 This does not include or limit in any way our liability:-

13.4.1 for death or personal injury caused by our negligence;

13.4.2 under section 2(3) of the Consumer Protection Act 1987;

13.4.3 for fraud or fraudulent misrepresentation;

13.4.4 for any deliberate breaches of these terms by us that would entitle you to terminate the Contract between us; or

13.4.5 for any matter for which it would be illegal for us to exclude or limit, or attempt to exclude or limit, our liability.

- 13.5 We are not responsible for indirect losses which happen as a side effect of the main loss or damage and which are not foreseeable by you and us and even if such losses result from a deliberate breach of these terms and conditions by us that would entitle you to terminate the Contract between us, including but not limited to:-

13.5.1 loss of income or revenue

13.5.2 loss of business

13.5.3 loss of profits or contracts

13.5.4 loss of anticipated savings

13.5.5 loss of or corruption to data

13.5.6 waste of management or office time however arising and whether caused by delict (including negligence), breach of contract or otherwise, even if foreseeable;

provided that this paragraph 13.5 shall not prevent claims for loss of or damage to your tangible property that fall within the terms of paragraph 13.1 or paragraph 13.2 or any other claims for direct financial loss that are not excluded by any of categories 13.5.1 to 13.5.6 inclusive of this paragraph 13.5.

14 **Compliance**

- 14.1 You must comply with all applicable laws and regulations of the country for which the Products are destined. We will not be liable for any breach by you of any such laws.

15 **Written Communications**

- 15.1 Applicable laws require that some of the information or communications we send to you should be in writing. When using our website, you accept that communication with us will be mainly electronic. We will contact you by e-mail or provide you with information by posting notices on our website. For contractual purposes, you agree to

this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

16 Notices

- 16.1 All notices given by you to us must be given to the Scottish Canoe Association at Caledonia House, 1 Redheughs Rigg, South Gyle, Edinburgh, EH12 9DQ or general.office@canoescotland.org. We may give notice to you at either the e-mail or postal address you provide to us when placing an order, or in any of the ways specified in paragraph 15. Notice will be deemed received and properly served immediately when posted on our website, 24 hours after an e-mail is sent, or three (3) days after the date of posting of any letter.
- 16.2 In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, that such e-mail was sent to the specified e-mail address of the addressee.

17 Assignment

- 17.1 The Contract between you and us is binding on you and us and on our respective successors and assignees.
- 17.2 You may not transfer, assign, charge or otherwise dispose of a Contract, or any of your rights or obligations arising under it, without our prior written consent.
- 17.3 We may transfer, assign, charge, sub-contract or otherwise dispose of a Contract, or any of our rights or obligations arising under it, at any time during the term of the Contract provided that we tell you and your rights under the Contract are not prejudiced.

18 Events outside our control

- 18.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by events outside our reasonable control (**Force Majeure Event**).
- 18.2 A Force Majeure Event includes any act, event, non-happening, omission or accident beyond our reasonable control and includes in particular (without limitation) the following:
- 18.2.1 strikes, lock-outs or other industrial action;
 - 18.2.2 civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war;
 - 18.2.3 fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster;
 - 18.2.4 impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport;
 - 18.2.5 impossibility of the use of public or private telecommunications networks; and
 - 18.2.6 the acts, decrees, legislation, regulations or restrictions of any government.
- 18.3 Our performance under any Contract is deemed to be suspended for the period that the Force Majeure Event continues, and we will have an extension of time for performance for the duration of that period. We will use our reasonable endeavours to bring the Force Majeure Event to a close or to find a solution by which our obligations under the Contract may be performed despite the Force Majeure Event.

19 Waiver

- 19.1 If we fail, at any time during the term of a Contract, to insist upon strict performance of any of your obligations under the Contract or any of these terms and conditions, or if we fail to exercise any of the rights or remedies to which we are entitled under the Contract, this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with such obligations.
- 19.2 A waiver by us of any default shall not constitute a waiver of any subsequent default.
- 19.3 No waiver by us of any of these terms and conditions shall be effective unless it is expressly stated to be a waiver and is communicated to you in writing in accordance with paragraph 16 above.

20 **Severability**

- 20.1 If any provision of these terms and conditions shall be found by any court or administrative body of competent jurisdiction to be invalid, unlawful or unenforceable, such invalidity, unlawfulness or unenforceability shall not affect the other provisions of these terms and conditions which shall remain in full force and effect.
- 20.2 If any provision of these terms and conditions is so found to be invalid or unenforceable but would be valid or enforceable if some part of the provision were deleted, the provision in question shall apply with such modification(s) as may be necessary to make it valid.

21 **Entire Agreement**

- 21.1 These terms and conditions and any document expressly referred to in them represent the entire agreement between us in relation to the subject matter of any Contract and supersede any prior agreement, understanding or arrangement between us, whether oral or in writing.
- 21.2 We each acknowledge that, in entering into a Contract, neither of us has relied on any representation, undertaking or promise given by the other or to be implied from anything said or written in negotiations between us prior to such Contract except as expressly stated in these terms and conditions.
- 21.3 Neither of us shall have any remedy in respect of any untrue statement made by the other, whether orally or in writing, prior to the date of any Contract (unless such untrue statement was made fraudulently) and the other party's only remedy shall be for breach of contract as provided in these terms and conditions.

22 **Variation**

- 22.1 We have the right to revise and amend these terms and conditions from time to time to correct any errors, reflect changes in market conditions affecting our business, changes in technology, changes in payment methods, changes in relevant laws and regulatory requirements and changes in our system's capabilities.
- 22.2 You will be subject to the policies and terms and conditions in force at the time that you order Products from us, unless any change to those policies or these terms and conditions is required to be made by law or governmental authority (in which case it will apply to orders previously placed by you), or if we notify you of the change to those policies or these terms and conditions before we send you the Dispatch Confirmation (in which case we have the right to assume that you have accepted the change to the terms and conditions, unless you notify us to the contrary within seven (7) working days of receipt by you of the Dispatch Confirmation).

23 **Governing Law and Jurisdiction**

- 23.1 Contracts for the purchase of Products through our website and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) will be governed by Scots law.
- 23.2 Any dispute or claim arising out of or in connection with such Contracts or their formation (including non-contractual disputes or claims) shall be subject to the non-exclusive jurisdiction of the Scottish courts.

If you have any questions concerning the terms and conditions please contact us at:-

Caledonia House
1 Reheughs Rigg
South Gyle
Edinburgh
EH12 9DQ

Phone:- 0131 317 7314
Fax:- 0131 317 7319
E-mail:- general.office@canoescotland.org

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