

## NABO Terms and Conditions

### Terms and Conditions for use of web site and internet media, and of NABO Membership

#### Website

#### Agreement to Communicate Electronically

In using this website or sending us email, you are communicating with NABO electronically. You consent to receive communications from us electronically subject to the Privacy Policy. We will communicate with you by email or by posting notices on this site. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

#### License to Use this Site

NABO (“the National Association of Boat Owners”) grants you a limited license to access and make personal use of this site and not to modify it or re-use it, or any portion of it, except with express written consent of NABO.

NABO provides this website [nabo.org.uk](http://nabo.org.uk) and associated services to you subject to the following conditions. In visiting [nabo.org.uk](http://nabo.org.uk) you accept these conditions.

#### Privacy

You can read the Privacy Policy [here](#).

#### Applicable Law

In visiting [nabo.org.uk](http://nabo.org.uk) you are agreeing that any disputes that arise are subject to English Law.

Disclaimer of Warranties and Limitation of Liability This site is provided by NABO on an “as is” and “as available” basis. NABO makes no representations or warranties of any kind, express or implied, as to the operation of this site or the information, content, materials, or products included on this site. You expressly agree that your use of this site is at your sole risk. To the full extent permissible by applicable law, NABO disclaims all warranties, express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose. NABO does not warrant that this site, its servers, or email sent from NABO are free of viruses or other harmful components. NABO will not be liable for any damages of any kind arising from the use of this site, including, but not limited to direct, indirect, incidental, punitive and consequential damages.

#### Content

~~NABO endeavours to make all the information on our website as accurate as possible. However, NABO does not warrant that all content of this site is accurate, complete, reliable, current or error-free. Users take action based on the content of this website at their own risk. Links to external or third party websites are provided solely for visitors’ convenience. Links to other sites are taken at your own risk and NABO accepts no liability for any linked sites or their content.~~

#### ~~Password~~ User agreement

~~If you use this site, you are responsible for maintaining the confidentiality of your account and password and you agree to accept responsibility for all activities that occur under your account or~~

password. NABO reserves the right to refuse service, terminate accounts, remove or edit content or cancel orders in their sole discretion.

~~Members are responsible for maintaining the security of their login. NABO encourages the use of a “strong” password for your account. NABO will not be liable for any loss or damage arising from your failure to maintain the security of your login details and password.~~

### **Posting Content**

Members and those who sign up to NABO services are responsible for all web content posted and activity that occurs under their account (even when content is posted by others who have access to your account).

Members and those who sign up to NABO services may not use the website for any illegal or unauthorized purpose. Members and those who sign up to NABO services must not, in the use of the website, violate any laws (including but not limited to copyright or trademark laws). Members and those who sign up to NABO services acknowledge that the website allows you to access and use content and services offered by third party service providers (e.g. Twitter, Facebook). You must agree to comply with the relevant terms and conditions of any such third party service provider.

### **Copyright Notice**

All content included on this site, such as text, graphics, logos, button icons, images, audio clips, digital downloads, data compilations and software, is the property of NABO and is protected by international copyright laws.

### **NABO Address**

as shown on our web site [www.nabo.org.uk](http://www.nabo.org.uk)

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~~**Disclaimer of Warranties and Limitation of Liability** This site is provided by NABO on an “as is” and “as available” basis. NABO makes no representations or warranties of any kind, express or implied, as to the operation of this site or the information, content, materials, or products included on this site. You expressly agree that your use of this site is at your sole risk. To the full extent permissible by applicable law, NABO disclaims all warranties, express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose. NABO does not warrant that this site, its servers, or email sent from NABO are free of viruses or other harmful components. NABO will not be liable for any damages of any kind arising from the use of this site, including, but not limited to direct, indirect, incidental, punitive and consequential damages.~~

### **Modifications**

We reserve the right to make changes to our site, policies, and these Conditions of Use at any time. If any of these conditions shall be deemed invalid, void, or for any reason unenforceable, that condition shall be deemed severable and shall not affect the validity and enforceability of any remaining condition.

### **Membership**

NABO is formed to provide effective representation for owners of vessels on Britain's inland waterways on any subject or matter which is relevant to the owners of such vessels. This is undertaken by the sharing of common general knowledge and opinion of Members.

### **Advice**

NABO does not provide formal or legal advice. Information is provided for general consideration only, and does not in any way constitute legal or professional advice. NABO and NABO officers do not accept liability for any direct or consequential loss arising from any action or inaction taken by anyone as a result of reading anything contained in NABO publications or statements made by NABO officers. Members in dispute with navigation authorities, mooring operators and the like are advised to seek legal or professional advice specific to their needs.

### **Meetings**

NABO officers will attend (or arrange for members to attend) and report on consultation meetings of the CRT, EA and other navigation authorities, to the extent that volunteer resources are available. The principle method of communication of the Association is via its magazine NABO News and other electronic means. NABO will send these communications to the contact details (address and or email addresses) provided by members, or publish them on websites. It is members' responsibility to tell NABO of any changes to their contact details, and NABO will accept no responsibility for, and will take no action to search for, members who ~~move and~~ do not inform the Association of any changes.

### **NABO News**

Members ~~may will~~ receive NABO News currently six times annually. This is normally by post, but members may elect to download in electronic pdf format file from the website. It will be deemed to have been delivered if displayed on the web site, or if requested, posted to the last known address provided by the member.

### **Membership Renewal**

NABO will send a renewal notice of annual membership subscription before the due date to the last known email address provided by the member. If the members does not respond within 3 months, the membership will be suspended. Exceptionally, for legacy members only, postal mail will be used.

### **Subscription Payments**

Subscriptions are for a ~~calendar~~calendar year from the application or renewal date. NABO's preferred payment methods are direct bank transfer or bank standing order. If Members elect to pay via automated banking systems such as standing orders or PayPal, they are responsible for ensuring that the correct payment is made to the NABO account, quoting the relevant membership number.

If a member choses to resign within a year, there will be no refund of any part of the subscription.

-If a member pays the wrong amount for membership, NABO will promptly write, email or phone the member to attempt to correct the situation. If the member fails to respond and/or the contact details are incorrect, NABO may at its sole discretion:

Suspend membership and stop delivery of NABO News.

Accept all and any recurring payments as donations to the Association.

Deduct direct costs before making refunds.

~~If members elect to pay via automated banking systems such as standing orders or PayPal, they are responsible for ensuring that the correct payment is made to the NABO account, quoting the relevant membership number.~~

## **Donations**

Donations are an important part of our income are always welcome.

Payments received that are unidentified will be considered as donations.

Payments from Members or ex Members for whom NABO has no valid contact details will be considered as donations. NABO bankers are unable to trace the payments back to the source account to enable NABO to contact the person.

If overpayments or automated payments occur, the liability for NABO to refund will be limited to the value for the last single payment made less any charges incurred by NABO. No refund will be made for lack of past service including enjoyment of the Association or supply of NABO News.

November 2014

Address updated 2021

Amended November 2024