

## 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 overleaf

#### Applicable Law

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

#### 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

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 (eg 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

PO Box 7366 Wolverhampton WV1 9GQ

#### 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.

**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.

#### NABO News

Members will receive NABO News six times annually. This is normally by post, but members may elect to download in pdf format file from the website. It will be deemed to have been delivered if 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 address provided by the member. If the members does not respond within 3 months, the membership will be suspended.

#### Subscription Payments

Subscriptions are for a calendar year from the application or renewal date. If a member chooses 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

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. No refund will be made for lack of past service including enjoyment of the Association or supply of NABO News.

November 2014

## **NABO Privacy Policy**

The National Association of Boat Owners (NABO) is a common interest association established in the United Kingdom.

The objects of the Association are as follows:

(a) 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.

(b) to organise events, demonstrations, rallies or other activities which, in the opinion of the Council, will further the object in clause (a) above, but not to organise or actively engage in any event which would in the opinion of the Council bring the Association into disrepute.

### **Our address is:**

NABO PO Box 7366 Wolverhampton WV1 9GQ

### **Security of your Personal Information**

This policy applies to all website and email services provided by NABO. NABO is committed to protecting the security of personal information. We use a variety of security technologies and procedures to help protect your personal information from unauthorized access, use, or disclosure.

### **General use of the website and use of cookies**

When you visit the NABO website, a cookie is often placed on your computer (if it is set up to accept cookies) or an existing cookie is read if you have visited the site previously. By using this website, you consent to the general terms and conditions of usage and to the terms of this privacy policy. For members who have arranged access rights, this may be used at member's discretion to remember your login details, to make it easier for you.

### **Use of member's personal information.**

We obtain and use member's personal information from original applications to join, amended by members directly or as instructed in member's correspondence. We hold this for the following purposes:

- To deliver membership benefits
- To deliver paper and electronic services, such as newsletters or downloads that you request
- To help us create and publish content most relevant to you
- To alert you to amendments, corrections, special offers, updated information and other new services from NABO, if you so request
- To allow you access to limited-entry areas of our site as appropriate.

Membership data is held in the web-based database and this contains only the data that you see on the initial application form and the renewal form, sent to you every year. We do not hold any bank account numbers, or dates of birth. The data consists of names and addresses, emails, phone numbers, names of boats, mooring locations and the like. Other non-personal data is joining and renewal dates, method of payment and amounts paid, records of contacts with members etc. that enable us to run the Association and deliver communications that are tailored to individual needs. It is not our intention to hold confidential data that would cause embarrassment to the membership. NABO does not hold more information than is needed for the purposes stated.

### **Access to data.**

Council officers and administration staff have access to the data in order to carry out their assigned duties. Non-members cannot access any of the above information. On 'log in' members can see and edit or delete their own data, agree with the terms and conditions and these policies, but they cannot see other information.

Names and contact details of Council officers are published on the website and in the magazine, NABO News, in order that they may be contacted for the purpose of carrying out the Association's work.

### **Sharing Your Personal Information**

As a matter of principle we do not sell the information we retain about members to any third parties. We do share limited information in the following limited and specific circumstances:

- We use agents to perform certain operational functions such as magazine and bulletin distribution and use of PayPal processing for membership subscriptions. We pass on to these partners only the information they need about members or prospective members to perform the service required, and they are not allowed to use this information for any other purpose. Our internet service provider may be authorised from time to time to access the web based structure of the programme for the purpose of maintaining the functionality of the system.
- We may disclose members' personal information if required to do so by law or in the good-faith belief that such action is necessary to: (a) conform to the edicts of the law or comply with legal process served on NABO or the site; (b) protect and defend the rights or property of NABO; or (c) act in urgent circumstances to protect the personal safety of NABO employees, officers, members, or members of the public.

### **Collection of your Personal Information**

We will ask members when we need personal information that allows us to contact them. Generally, we request this information when you are registering as members but we may also request it before downloading or viewing limited-access content, or ordering email bulletins. In each circumstance, we try to limit the information we request to the minimum required to deliver the service to you. We may also use various standard technologies such as cookies to track user activity on our site.

### **Control of your Personal Information**

When you register as a member, or otherwise give us personal information, NABO will not share that information with third parties without your permission, other than for the limited exceptions already listed. It will only be used for the purposes stated above. At the time of registering for membership, and at any time thereafter, members have the option to opt out of receiving phone calls or email from NABO by not providing that contact information. If members provide contact details, NABO will assume that they are there to be used. If you do not opt out, we may send you what we, in good faith, believe to be useful and relevant content about our services. You can view the information that we retain about you by logging in to your account. At any time, you can change your preferences for how or if we contact you, or change the information that we hold. For members who do not have a web access account and password set up, options can be changed by written correspondence and email. Phone calls are not acceptable. It is members' responsibility to ensure that their personal information that we hold is accurate.

### **Retention of data**

Members' information is retained on the web database for at least one full tax year after resignation. If a member does not renew membership and fails to respond to correspondence, the data will be held until the situation is resolved. Long-term records in paper and electronic format, including web system backups, are held by Association officers, but these are not on-line. Members may delete on-line data at any time, either themselves or by written request to the Association. They may also request deletion of archive material, but NABO reserves the right to charge for this service.

### **Member's agreement**

Members are required to formally agree to our terms and conditions and separately this privacy policy. NABO has to retain the method and date of this agreement. Members can record the agreement by:

- Website 'Log in' and editing their profile.
- Sending their agreement by email (from the email address retained by the Association.)
- Written agreement

Members may elect not to receive emails or phone calls by deleting or requesting deletion of contact details. NABO recommends that members have at least two independent methods of contact. It is very problematic and costly for the Association to attempt contact with members who do not advise it of changes to their contact details.

NABO Council

April 2018