

Marine Conservation Society (MCS)

Terms and Conditions

Your use of this Web site and your acceptance without modification of the terms, conditions, and notices contained within it constitutes your agreement to all such terms, conditions, and notices. If you do not agree with these terms and conditions then you are not authorised to use this Web site. You affirm your assent to the terms of this Agreement every time you access any part of the Site or make use of any of the Content.

Use of the Good Beach Guide

All information contained in the Good Beach Guide is published by the Marine Conservation Society. Any individual acting upon information contained in this Guide does so entirely at their own risk. MCS does not accept any responsibility for any individual visiting or bathing at beaches listed in the Good Beach Guide.

All information supplied by third parties to MCS for publication in the Good Beach Guide is solely the responsibility of those parties. Information relating to personal safety and risk is assessed by the appropriate authority and/or statutory governing body for the public and beach owners to act on accordingly. MCS has no input to information relating to personal safety or risk assessments, nor do we review its appropriateness. The symbols depicting the water quality of all beaches refer to 2008 water quality only, and apply to normal bathing conditions. Bathers swim entirely at their own risk.

Delivery Times

MCS aims to despatch any purchase within 5 working days of receipt of an order Monday to Friday (UK times). However, to permit for all eventualities please allow 28 days for delivery.

Credit / debit cards will be charged by MCS and details will not be passed to any third party.

Your commitment to MCS

The majority of people who donate to MCS, become members or adopters or purchase items from our shop, do so in order to support the work that MCS is engaged in.

It is your responsibility to ensure that any account from which you are making payments to MCS has sufficient funds to cover your support. MCS will not be liable for any bank (or similar) charges incurred due to any failure to ensure adequate monies are maintained in your account.

Order Processing

You confirm that all the details provided are correct – MCS cannot be held responsible for errors in information provided by the customer.

If your online order or donation is accepted, we will send you an e-mail confirming acceptance of your order. Please note it is your responsibility to ensure that you have

ordered what you intended. If you receive more than one confirmation email, MCS would urge you to check to ensure that you have not placed more orders than you originally intended. MCS will not presume that repeat orders are a mistake, but will act on all orders received unless notified otherwise within the 5 days of receiving the order or until such time as the contract has begun.

Your right to Cancel

Pursuant to The Consumer Protection (Distance Selling) Regulations 2000 (hereafter referred to as the Regulation) regulation 13(1)(a) the contract to supply your membership, adoption or shop merchandise will begin as soon as payment has been received from yourself, or as soon as MCS has despatched the merchandise further to a confirmed order from yourself, whichever is the sooner.

In the terms of the Regulation the adoption pack is considered to be goods personalised to the consumer's specifications. This means that, with the exception of the conditions detailed under Refunds and Exchange, you will not have the right to cancel once the contract has begun.

Cancellation

Pursuant to the above paragraph and The Consumer Protection (Distance Selling) Regulations 2000 a notice of cancellation will be accepted if you:

- (a) leave your notification at the address last known to you and addressed to the supplier or other person by name (in which case it is to be taken to have been given on the day on which it was left);
- (b) send it by post to the address last known to yourself and addressed to the supplier or other person by name (in which case, it is to be taken to have been given on the day on which it was posted). Please post to the address below under Refunds and Exchange;
- (c) send it by facsimile to the business facsimile number last known to you (in which case it is to be taken to have been given on the day on which it is sent). Please fax to 01989567815; or
- (d) send it by electronic mail, to the business electronic mail address last known to you (in which case it is to be taken to have been given on the day on which it is sent). Please email info@mcsuk.org.

If payment has been taken when you choose to attempt to cancel then our refunds policy, as detailed below, applies.

Refunds and Exchange

If the adoption pack or shop merchandise you receive is damaged, or not as you specified in your original order, we will replace it or give you a full refund. Please email info@mcsuk.org., call 01989 566017 for help in processing your request before sending anything back to MCS.

Marine Conservation Society
Unit 3 Wolf Business Park
Alton Road
ROSS-ON-WYE
Herefordshire

HR9 5NB
United Kingdom

We will refund your payment within 30 days.
English law and jurisdiction apply.

Overview

This is a legal document ("Agreement") which sets out your rights and obligations, and those of the Marine Conservation Society (MCS) ("MCS", "we" or "us"), in relation to this website (the "Site"), and the material of all types that you gain access to, on and through the Site ("Content"). We have a separate **privacy policy**, which governs our use of your personal information.

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