



## **Project 62 Trading terms and conditions**

These terms and conditions are the contract between you and [Project62](#) (“us”, “we”, etc). By visiting or using Our Website, you agree to be bound by them.

They are based on a set written by [Net Lawman](#) and released under licence. They protect your rights as well as those of Net Lawman.

We are Project62, a Partnership of our members, and a ‘not for profit organisation’ which is registered for VAT in the United Kingdom.

Our VAT Number is **831 6401 55**

Our contact address is

Project 62  
c/o Peter Renaut  
26 Calder Road  
Poole  
Dorset  
BH17 8PG

You are: Anyone who uses Our Website.

Please read this agreement carefully and save it. If you do not agree with it, you should leave Our Website immediately.



## The terms and conditions:

### 1. Definitions

In this agreement:

“Consumer”	means any individual who, in connection with this agreement, is acting for a purpose which is outside his business.
“Content”	means the textual, visual or audio content that is encountered on Our Website. It may include, among other things: text, images, sounds, videos and animations.
“Extra Work”	means all of the work we do and materials we buy to prepare or produce Specified Goods.
“Goods”	means any of the goods we offer for sale on Our Website, or, if the context requires, goods we sell to you. It includes Specified Goods.
"Intellectual Property"	means intellectual property of every sort, whether or not registered or registrable in any country, including intellectual property of kinds coming into existence after today; and including, among others, designs, copyrights, software, discoveries, know-how, together with all rights which are derived from those rights.
"Post"	means display, exhibit, publish, distribute, transmit and/or disclose information, Content and/or other material on to Our Website, and the phrases "Posted" and "Posting" shall be interpreted accordingly.
“Specified Goods”	means Goods which have been subject to work or process to your specific order, Including Name Plates.
“A Share of Project62”	Means a single £50 share ownership in the entire project. 5 of these shares qualifies an individual for a ‘threshold level’ of ownership, where extra benefits are provided.



“Name Plate”

A brass Name Plate, which will be engraved with your choice of letters/characters (which doesn't exceed the number of characters as specified on our website) and will be considered the property of Project 62.

## 2. Interpretation

Unless the context clearly requires otherwise, the interpretation of this agreement shall be subject to the matters listed below.

- 2.1. a reference to one gender shall include any or all genders and a reference to the singular may be interpreted where appropriate as a reference to the plural and vice versa.
- 2.2. a reference to a person includes a human individual, a corporate entity and any organisation which is managed or controlled as a unit.
- 2.3. the headings to the paragraphs of this agreement are inserted for convenience only and do not affect the interpretation.
- 2.4. in the context of permission, “may not” in connection with an action of yours, means “must not”.
- 2.5. any agreement by either party not to do or omit to do something includes an obligation not to allow some other person to do or omit to do that same thing.
- 2.6. a reference to an act or regulation includes new law of substantially the same intent as the act or regulation referred to.
- 2.7. in any indemnity, a reference to costs or expenses shall be construed as including the estimated cost of management time of the indemnified party, such cost calculated £100 per hour.



- 2.8. these terms and conditions apply to all supplies of Goods by us to you. They prevail over any terms proposed by you.

### **3. Our contract with you**

- 3.1. This agreement contains the entire agreement between the parties and supersedes all previous agreements and understandings between the parties.
- 3.2. Each party acknowledges that, in entering into this agreement, he does not rely on any representation, warranty, information or document or other term not forming part of this agreement.
- 3.3. If you use Our Website in any way and make an order on behalf of another person you warrant that you have full authority to do so and you accept personal responsibility for every act or omission by you.
- 3.4. Because we rely on our suppliers, we do not guarantee that Goods advertised on Our Website are available.
- 3.5. We may change these terms from time to time. The terms that apply to you are those posted here on Our Website on the day you order Goods. We advise you to print a copy for your records.
- 3.6. The price of Goods may be changed by us at any time. We will never change a price so as to affect the price charged to you at the time when you buy those Goods.
- 3.7. If in future, you buy Goods from us under any arrangement which does not involve your payment via Our Website, these terms still apply so far as they can be applied.

### **4. Acceptance of your order**

- 4.1. This paragraph applies to Goods which you buy from us as advertised, without change to your specific requirements.
  - 4.2. Your order is an offer to buy from us.
- AND
- 4.3. Nothing that we do or say will amount to any acceptance of your offer until we actually dispatch the Goods to you. At any point up until then, we may decline to supply the Goods to you without



AND

- 4.4. At any time before the Goods are despatched, we may decline to supply the Goods to you without giving any reason.
- 4.5. If we do not have all of the Goods you order in stock, we will offer you alternatives. If this happens you may:
  - 4.5.1 accept the alternatives we offer;
  - 4.5.2 cancel all or part of your order.

## **5. Prices**

- 5.1. Prices of Goods are shown on Our Website.

## **6. Payment**

- 6.1. For name Plates, We will not split the price of an order. We require the full price of your order before we produce the item.
- 6.2. For Shares in Project 62, We offer various options to purchase shares. Shares may be purchased in monthly instalments (through the 'friends of 62' monthly donation forms, or outright.
- 6.3. The 'option' of converting monthly donations to Project 62 to a share is dependent on being agreed by Project 62. We may decline to convert monthly donations to shares without giving a reason.
- 6.4. Bank charges by the receiving bank on payments to us will be borne by us. All other charges relating to payment in a currency other than Pounds Sterling will be borne by you.
- 6.5. Any information given by us in relation to exchange rates are approximate only and may vary from time to time.
- 6.6. If, by mistake, we have under-priced Goods, we will not be liable to supply those Goods to you at the stated price, provided that we notify you before we dispatch it to you.



- 6.7. The price of the Goods does not include the delivery charge which will be charged at the rates applicable at the date you place your order and which will be displayed on a page of Our Website before we ask you to pay.
- 6.8. If we owe you money (for this or any other reason), we will credit your credit or debit card as soon as reasonably practicable but in any event no later than 14 days from the date when we accept that repayment is due.

## 7. Security of your credit card

We take care to make Our Website safe for you to use. We process payments through wix.com, and through their subcontractors.

- 7.1. Card payments are not processed through pages controlled by us. We use one or more online payment service providers who will encrypt your card or bank account details in a secure environment. None of your bank details are stored on our site.

## 8. Cancellation and refunds

**Please note** that this paragraph does not apply to any Specified Goods you order through Our Website (See Section 9).

This and the following paragraph apply if you buy as a consumer as defined in the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013. Provided the Regulations apply to the transaction concerned, then the following terms apply to the contract.

- 8.1. We now inform you that information relating to all aspects of our Goods is not in this document but in our marketing material, whether that is in the medium of Our Website or in hard copy.
- 8.2. The following rules apply to cancellation of your order:
  - 8.2.1 If you have ordered Goods, you may cancel your order without giving a reason, at any time within 14 days of your order. You will have no obligation and we will return your money.
  - 8.2.2 If you have ordered Goods, and received them, you may cancel your order at any time within 14 days of the date you received them. You must tell us that you wish to cancel. You



must also send the Goods back to us within that same 14 day period (excluding Name Plates).

8.2.3 We will return your money subject to the following conditions:

8.2.3.1 we receive the Goods in a condition in which we can re-sell them at full price, in new condition, with labels and packaging intact.

8.2.3.2 you comply with our procedure for returns and refunds. We cannot return your money unless we know who sent them.

8.3. The option to cancel your order is not available:

8.3.1 if you purchase a Name Plate, sealed goods which relate to health or hygiene, and they become unsealed after delivery, or cannot be re-sold for some other reason;

8.3.2 if they are a hard medium for a product in soft copy, which comes to you sealed and is returned to us unsealed.

8.3.3 If the Goods are somehow mixed with other goods so that we cannot identify or easily separate them.

8.4. You are responsible for the cost of returning the Goods. We have no obligation to refund to you, your cost of re-packing and returning the Goods.

8.5. In any of the above scenarios, we will return your money within 14 days.

## 9. Donation of Name Plates (Specified Goods)

9.1. Name Plates on the Footplate can be obtained by making a set price donation to Project62 (£31/£62) on our website, then will be created by a third party contractor, and then delivered to us for installation to the Locomotive. They are a Specified Good. They are ordered and placed in recognition of your donation to us. You will **not** receive a physical good or object, but they will be installed on the steam locomotive restorations 30075 or 30075.

9.2. We will install Name Plates on the locomotive at a time that is appropriate to the reconstruction of the locomotive, and offer no guarantee of time frames for installation of such Plates.



- 9.3. A donation for a name plate by you is undertaken on the basis that this is a bespoke / hand made item, and cannot be refunded after payment.
- 9.4. By making a donation for a Name Plate, you understand that you will not actually own or poses the name Plate and that we retain full authority on where the Name Plate is placed in the locomotive, and that we retain complete and sole ownership of the physical plate. Your payment of £31 or £62 for a name plate is treated as a donation to Project 62, and we will install a name plate (subject to Terms and Conditions) in recognition of this.
- 9.5. We reserve the right to remove the Name Plate from the locomotive, if required for maintenance, for an unspecified time frame, without notice or consent from the donor.
- 9.6. You retain the right to have the Name Plate removed from the steam locomotive, but you will not physically receive the name Plate at any time.
- 9.7. You understand that the Name Plate is the physical property of Project62. Your control of the Name Plate extends to what wording / lettering is placed on the Name Plate, and nothing more.
- 9.8. We reserve the right to refuse production of any Name Plate if we deem it offensive or inappropriate. We will refund you the cost of this Name Plate should this be the case.
- 9.9. We reserve the right to include photo and video of the Name Plate on our website and social media for advertising purposes, unless you notify us specifically that you do not want this to happen.
- 9.10. Installation will be on Locomotive 30075 first, then once this is full 30076, unless specifically requested by yourself at time of purchase.
- 9.11. Should Project62 decide to sell locomotives 30075 or 30076, you will receive no financial compensation, physical return of the object or any remuneration.
- 9.12. You have no right to demand access to see / visit the site or location of the name Plate, however it is not unreasonable to request to visit the locomotive where the Plate is homed, The Project62 volunteers will try to accommodate you at this request at their discretion.
- 9.13. Should you provide incorrect details which you wish to have placed on the name Plate, you have 24 hours to notify us of any change you wish to make to the writing/characters on the name Plate from the point you





pay for your order. After this, no alterations will be accepted as orders are sent to our 3<sup>rd</sup> party custom engraver.

- 9.14. These plates will be mounted inside the cab of the locomotive, potentially on the inside of doors or the wall of the coal bunker. As these locomotives are working steam engines, the location of these plates will mean that they are exposed to heat, ash, coal dust, grease and oil. We cannot guarantee that these plates will not get dirty or damaged, and by ordering, you accept that these plates will age in the above stated way, with the locomotive.

## 10. Share Scheme

Membership of the Project is conditional upon compliance in full with the following;

11.1 Your purchase of a share equates to Acceptance in whole of the constitution of Project 62 and agreement to be bound by all its terms.

11.2 You supply details which are pertinent to membership and which are set down on the application form.

11.3 Shares will be issued in units of £50: Holders of less than £250 total holding will hold equity in the locomotives, plus voting rights once a total holding-of £250 has been established.

11.4 The purchase of a minimum part-ownership share holding of £250 (sometimes referred to as 'threshold level shares' in numbers 62-669 (30075), 62-521 (30076) will entitle the holder to voting rights at the AGM.

11.5 You agree strict adherence to minimum monthly payments of an amount defined by the Project, where the option of purchase by instalments of a minimum of a part-ownership holding of £250 has been agreed.

11.6 If instalment payments for a part-ownership holding are ceased for a period of 12 months, payments to that date shall then be deemed a donation, until when and if payments are restored and payment in full for that part-ownership holding is completed.

11.7 Upon the death of a shareholder, their shareholding forms part of their estate, and shall be dealt with either under the terms of the shareholders Will or the law of Intestacy.



11.8 Application for membership to the Project must be made to the Executive Committee, which is empowered to accept or refuse such applications. In the case of refusal the reason will be given. The applicant may appeal in writing. The Executive Committee's decision on appeals will be final.

11.19 The Executive Committee also reserve the right to terminate an individual's shareholding for any action that has contravened the rules of the Project or brought the Project into disrepute. A refund of any monies already paid by that individual will be entirely at the Executive Committee's discretion.

## **11. Security of Our Website**

If you violate Our Website we shall take legal action against you.

You now agree that you will not, and will not allow any other person to:

- 11.1. modify, copy, or cause damage or unintended effect to any portion of Our Website, or any software used within it.
- 11.2. link to Our Website in any way that would cause the appearance or presentation of the site to be different from what would be seen by a user who accessed the site by typing the URL into a standard browser;
- 11.3. download any part of Our Website, without our express written consent;
- 11.4. collect or use any product listings, descriptions, or prices;
- 11.5. collect or use any information obtained from or about Our Website or the Content except as intended by this agreement;
- 11.6. aggregate, copy or duplicate in any manner any of the Content or information available from Our Website, other than as permitted by this agreement or as is reasonably necessary for your use of Our Website;
- 11.7. share with a third party any login credentials to Our Website;
- 11.8. Despite the above terms, we now grant a licence to you to:
  - 11.8.1 create a hyperlink to Our Website for the purpose of promoting an interest common to both of us. You can do this without specific permission. This licence is conditional upon your not portraying us or any product or service in a false, misleading,



derogatory, or otherwise offensive manner. You may not use any logo or other proprietary graphic or trademark of ours as part of the link without our express written consent.

- 11.8.2 you may copy the text of any page for your personal use in connection with the purpose of Our Website.

## **12. Indemnity**

You agree to indemnify us against all costs, claims and expense arising directly or indirectly from:

- 12.1. your failure to comply with the law of any country;
- 12.2. your breach of this agreement;
- 12.3. any act, neglect or default by any agent, employee, licensee or customer of yours;
- 12.4. a contractual claim arising from your use of the Goods;
- 12.5. a breach of the intellectual property rights of any person.

## **13. Dispute resolution**

The following terms apply in the event of a dispute between the parties:

- 13.1. If you are not happy with our services or have any complaint then you must tell us by email message to [p62webmaster@gmail.com](mailto:p62webmaster@gmail.com)
- 13.2. If a dispute is not settled as set out above, we hope you will agree to attempt to resolve it by engaging in good faith with us in a process of mediation or arbitration.

## **14. Miscellaneous matters**

- 14.1. When we communicate with you we do so by email. You agree that email communications are contractually binding in the same way as properly signed and dated paper sent by post.
- 14.2. Where we provide goods or services without specific charge to you, then it (or they) is deemed to be provided free of charge, and not to be



associated with any other goods or service for which a charge is made. Accordingly, there is neither contractual nor other obligation upon us in respect of those goods or that service.

- 14.3. If any term or provision of this agreement is at any time held by any jurisdiction to be void, invalid or unenforceable, then it shall be treated as changed or reduced, only to the extent minimally necessary to bring it within the laws of that jurisdiction and to prevent it from being void and it shall be binding in that changed or reduced form. Subject to that, each provision shall be interpreted as severable and shall not in any way affect any other of these terms.
- 14.4. The rights and obligations of the parties set out in this agreement shall pass to any permitted successor in title.
- 14.5. Any obligation in this agreement intended to continue to have effect after termination or completion shall so continue.
- 14.6. No failure or delay by any party to exercise any right, power or remedy will operate as a waiver of it nor indicate any intention to reduce that or any other right in the future.
- 14.7. Any communication to be served on either party by the other shall be delivered by hand or sent by first class post or recorded delivery or by e-mail.

It shall be deemed to have been delivered:

if delivered by hand: on the day of delivery;

if sent by post to the correct address: within 72 hours of posting;

If sent by e-mail to the address from which the receiving party has last sent e-mail: within 72 hours if no notice of non-receipt has been received by the sender.

- 14.8. This agreement does not give any right to any third party under the Contracts (Rights of Third Parties) Act 1999 / Contracts (Rights of Third Parties) (Scotland) Act 2017 or otherwise.
- 14.9. We shall not be liable for any failure or delay in performance of this agreement which is caused by circumstances beyond our reasonable control, [including any labour dispute between a party and its employees].
- 14.10. In the event of any conflict between any term of this agreement and the provisions of the articles of a limited company or any comparable



document intended to regulate any other corporate or collective body, then the terms of this agreement shall prevail.

- 14.11. The validity, construction and performance of this agreement shall be governed by the laws of [England and Wales / Scotland / Northern Ireland] and you agree that any dispute arising from it shall be litigated only in that country.

## 15. Friends of Project 62

- 15.1 “Friends of Project 62” is a support organisation for the Project. “Friends” are not Shareholders, and therefore not Members of Project 62 (as defined in the Constitution). They have no voting rights, and are not eligible to receive any disbursement of assets under paragraph 5.4 of the Constitution.
- 15.2 Suggested minimum donation: – to be agreed at the AGM. (Initially set at £12 per year). With no maximum donation suggested.
- 15.3 How to Apply:- on-line or by hard copy, to the Secretary, via any Committee Member. The Committee may refuse an application if they see fit.
- 15.4 A Friend of Project 62 Certificate will be issued.
- 15.5 Validity:- 12 months from the date of issue.
- 15.6 Renewal: It will be the Friend’s responsibility to renew. No reminders will be issued by Project 62. However, renewal annually by Standing Order will be accepted.
- 15.7 Payments: All payments will be treated as donations to Project 62. Any refunds will be at the discretion of the Committee. I
- 15.8 Benefits: Friends will receive the Newsletter, and be able to access Project 62’s property at all reasonable times, and assist with the restoration of the Project’s locomotives, subject to the requirements of the host site.
- 15.9 Meetings:- “Friends” can attend the Annual General and other Meetings of the Project, but will not be eligible to vote, nor serve on the Executive Committee, (unless invited to do so under paragraph 2.9 of the Constitution).



## **Notice of right of cancellation: Right to Cancel and Model Cancellation Form**

### **Information about your statutory right to cancel**

#### **Your right to cancel**

Under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, you have the right to cancel this contract within 14 days without giving any reason.

The cancellation period will expire 14 days after the contract was made. That means you can cancel before you have downloaded the product or we have delivered it to you.

#### **How to cancel**

To meet the cancellation deadline, it is enough for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

To exercise the right to cancel, you must inform us of your decision to cancel this contract by a clear statement, sent to us by e-mail.