



Terms & conditions

These terms and conditions apply to all purchases made through the website www.wakesurf.co.uk. By ordering any goods you agree to be bound by these Terms & Conditions.

This contract forms the agreement between

Nautiques UK Ltd t/a Progression Boats (hereafter referred to as 'we' or 'us')
and

The purchaser (consumer) of any goods or service through this website (hereafter referred to as 'you')

If you are a business or want delivery outside the EU, some statutory terms may not apply to you. Please contact us for alternative terms, invoice and payment methods.

1. Who we are

Company: Nautiques UK Ltd trading as Progression Boats

Address: Unit 2 Roundhouse Farm, Marston Meysey, Wiltshire, SN6 6LL

Telephone: 01285 810923

Email: shop@progressionboats.co.uk

Registered office: Unit 114, Boston House, Grove Technology Park, Wantage, OXON, OX12 9FF

Registered in England and Wales. Registration number 5925350.

UK VAT registration number 892 2590 95

2. How you can pay

You can pay for your goods in a number of ways:

We use the Create Payments gateway on this site to accept the following card payments:

Mastercard, Maestro, Visa, Visa debit, Visa Electron, American Express. Details of cards accepted are shown in the footer of this website www.wakesurf.co.uk

You can also pay by BACS. You can select this option at checkout and we will contact you with our bank details.

3. Delivery

We will deliver the goods you have ordered as quickly as possible and usually within 5 working days for UK delivery addresses. Delivery is made by UPS or alternative reputable courier to ensure safe delivery to you. We will make contact prior to shipping to advise you of expected delivery timescale. Please make sure that you have provided the full and correct delivery address as we are not responsible for delays or extra cost for delivery in the event that our courier is unable to deliver for this reason.

You may also arrange to collect your goods from our premises (at the above address) free of charge. This option will be provided at the checkout.

In the event that an item is out of stock or we are unable to deliver within 5 days we will contact you to advise you of the delivery timescale. You have the right to cancel under the Consumer Contracts Regulations in the event of a timescale that is unacceptable to you. If we subsequently agree to order goods specifically for you we will advise you of this and it will not be possible to cancel the order if you then change your mind once we have placed the order with the manufacturer. All statutory rights remain.

4. Cancellations, returns and refunds

Firstly, we want you to be happy with your purchase so if you have any concerns at all please let us know and we will work to resolve them with you.

By buying through our online store we are bound by the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013. If you are purchasing from outside a country covered by this act, please contact us for specific terms relating to supply to your location.

Your right to cancel an order for goods starts the moment you place your order and ends 14 days from the day you receive your goods. If you have ordered multiple goods in a single order, the 14 day period runs from when receive the last item. You must notify us by email of your decision (a standard cancellation form is available here but you are not obliged to use it) and arrange return to us, at your cost, to Unit 2 Roundhouse Farm, Marston Meysey, Wiltshire, SN6 6LL within 14 days of notifying us. Please return the goods in original packaging, use a reputable provider and ensure you retain proof of shipping.

Check your goods before signing and if your goods arrive damaged please notify us by email as soon as possible (within 24 hours) and include photographs of the damage. The Consumer Rights Act covers goods that arrive damaged or faulty. In this event, we will arrange collection with you, at our cost.

We will arrange a refund once we have received and inspected the returned goods. Under the Regulations we have up to 14 days to provide this refund but will do so as soon as practical.

Unless you have advised us on receipt that the goods were damaged in transit, the goods must be returned to us in new and unused condition in the original packaging.

Your refund will include the cost of delivery to you plus the cost of the goods. We reserve the right to make a deduction in the event that the goods have been devalued by marks, scratches or signs of use. We will always advise and discuss this with you prior to making your refund.

During the cancellation period you may also select to exchange goods. Contact us by email to arrange a suitable exchange. Except where an item has arrived damaged, we will cover the cost of delivery of the exchange goods within the UK and you will be responsible for the return of the original goods.

5. Warranties and guarantees

We are bound by the terms of the Consumer Rights Act 2015

No additional or extended warranty beyond manufacturers' warranties and those determined by the Consumer Rights Act is given or implied.

6. Phase Five product descriptions

Many Phase Five wakesurf board models are hand-finished in unique resin art so no two boards are the same. The colour and art work on your board may differ from the product images.

7. Payment terms

Unless otherwise agreed between us payment for all work, goods and services shall be due immediately on purchase. Payment shall be deemed to have been made when we receive confirmation of card payment via the Create Payments gateway or, for BACS payments, cleared funds at our bank.



The order is secured on receipt of payment and goods shipped as soon as possible thereafter.

8. Retention of title / risk

Title to all goods, equipment and materials supplied by us to you shall remain with us until full payment has been received by us.

Risk in all goods, equipment and materials supplied by us to you shall pass to you at the time of supply to the you.

9. Liability

We shall not be liable for any loss or damage caused by events or circumstances beyond our reasonable control (such as severe weather conditions, the actions of third parties not employed by us or any defect in a customer's or third party's property); this extends to loss or damage to boats, gear, equipment or other property left with us for work or storage, and harm to persons entering our premises or using any of our facilities or equipment.

10. Notices

Notice to you shall be sufficiently served if personally given to you or if sent by email or first class post to the your last known address. Notices to us should be sent by recorded delivery to our principal trading address or by email.

11. Law & jurisdiction

We are members of the British Marine Federation (BMF) and conform to their business standards. The BMF recommends that disputes, where appropriate, are submitted to alternative dispute resolution under the Marine Dispute Resolution Rules published by the BMF.

Any contract or series of contracts made subject to these terms shall be subject to and governed by English law and shall be subject to the exclusive jurisdiction of the Courts of England and Wales.

If you have any questions about these terms we will be happy to speak with you so please call +44(0)1285 810923 or email us.