

TERMS OF BUSINESS

SUBJECT TO WHICH ALL WORK IS UNDERTAKEN AND FACILITIES ARE PROVIDED

APART FROM NEW CRAFT CONSTRUCTION—THE TERMS FOR WHICH ARE PROVIDED ON THE CONSTRUCTION CONTRACT

1. All vessels and gear are repaired, worked on, moved, stored and otherwise managed and kept at the sole risk of the Owner, and we and our employees accept no responsibility for loss, damage, or delay occurring from any cause whatsoever, unless such loss, damage, or delay was caused by, or resulted from, our negligence or that of those for whom we are responsible. Customers should therefore ensure that their vessels and/or property are adequately insured against all risks; they also should ensure that they are themselves adequately insured against third party risks as they may be liable for damage caused by their vessels, themselves or their crew whilst on or about the premises.

2. Subject to express agreement to the contrary any delivery date quoted is given in good faith and is not guaranteed but delivery shall be within a reasonable time of any date specified, bearing in mind all the circumstances of the particular case.

3. No article sold by us to a person who buys in the course of business shall carry any warranty or condition of sale, express or implied, as to quality or fitness for any particular purpose unless the customer when he orders that article sufficiently explains the purpose for which it is required and makes it clear that he is relying on our skill and judgment. No proprietary article ordered by name, type and/or size by a customer and sold by us to a person who buys in the course of business shall carry any warranty or condition of sale as aforesaid, save that of the manufacturer where applicable. In no event do we accept liability for consequential damage beyond replacement of any faulty or unsuitable article supplied.

4. In the interests of safety and expediency we reserve the right to move any vessel and/or gear at our discretion.

5. All persons using any part of our premises and/or facilities for whatever purpose and whether by invitation or otherwise do so at their own risk, unless any injury or damage to person or property sustained within the premises and/or facilities was caused by, or resulted from, our negligence or that of those for whom we are responsible.

6. Our permission must be obtained for the employment of any contractor and/or persons other than the permanent crew of the Owner to undertake work on any vessel and/or gear on our premises or while afloat on any of our moorings.

7. In all cases where a contract of hire or licence to occupy any moorings, berth, storage space, property or facilities may be lawfully terminated by notice, the same shall be deemed to be lawfully served if served personally or sent by registered post or recorded delivery service to the last known address in the United Kingdom of the Hirer or Licensee.

8. Vessels stored at seasonal rates ashore or in mud berths will be launched or put afloat as near the end of the seasonal period as in our opinion tide, weather conditions and available facilities permit and in such sequence as to avoid moving other vessels for this purpose and also so as to make the most economical use of the facilities at our disposal.

At the Owner's request we will, if possible, launch his vessel at any suitable tide and weather conditions, but the cost of moving other vessels for this purpose and/or any attendant expenses must be paid for by the Owner.

Moorings are at all times subject to River and Harbour Authority Rules and Regulations.

9. Subject to express agreement in writing to the contrary, all quotations given by us are subject to the cost of labour and materials remaining at the same level as those

prevailing at the time of the quotation and the quoted price shall be increased or decreased by the amount by which the actual cost of labour, materials and overheads has increased or decreased by reason of variation of the aforesaid levels since the date of the quotation.

10. Any quotation is subject to acceptance within seven days from the date thereof.

11. In the absence of any written agreement or arrangement to the contrary, delivery is given at our Yard or in the water adjacent thereto.

12. Quotations cover only the work and/or items specified thereon, and all additions, alterations, waiting time and any additional costs due to modified instructions will be charged to the customer at ruling prices. If, in the course of executing any work, we find any defect in a vessel and/or its gear that in our opinion should be rectified without delay, and before the Owner's consent can reasonably be obtained, we reserve the right to carry out such necessary repair at our discretion and to charge same to the Owner. Notice of any such rectification will be forwarded to the Owner forthwith.

13. Unless otherwise specified, our terms of payment for goods supplied, work done or accommodation provided are net in 30 days from the date of invoice or before removal of the vessel or goods whichever shall be the earlier.

14. Subject to any agreement to the contrary, we have the right to exercise a general lien upon any vessel and/or its gear and equipment whilst in or upon our premises or afloat at any of our moorings until such times as any moneys due to us from the Owner in respect of such vessel and/or its gear whether on account of storage or mooring charges, work done or otherwise shall be paid.

15. Notice is hereby given in accordance with Section 1, sub-section (3) (a) of the Disposal of Uncollected Goods Act, 1952, that acceptance by us of goods (including vessels and/or their engines, gear and equipment) for repair or other treatment is subject to the provisions of the above Act, which confers on us as bailees a right of sale exercisable in certain circumstances after an interval of not less than 12 months from the date on which the goods are ready for re-delivery.

Such sale shall not take place until 14 days written notice is given under Section 1, sub-section (3) (c) of the above Act.

16. In the following circumstances we shall have the right to sell any vessel (and/or its gear, machinery and equipment) belonging to the Owner and on our premises or afloat at any of our moorings:

- (i) if any charges for mooring, storage, repairs or other services or supplies shall remain unpaid for twelve months or more after notice to the Owner, or
- (ii) if the vessel shall be left on our premises or afloat at any of our moorings for twelve months or more after a notice to the Owner to remove the same.

Any such notice shall be sent in writing by registered or recorded delivery post to the last known address in the United Kingdom of the Owner. Any balance of the proceeds of such a sale will be retained to the account of the Owner.

17. Except where notice is required to be given under Clauses 12, 15 or 16, and except as regards Clause 14, the word "Owner" shall include a Charterer, Master or Authorised Agent.

18. Subject to express agreement to the contrary, all orders written or verbal are accepted on the understanding that the foregoing terms of business shall apply to each and every transaction.

As Sponsored by The Ship & Boat Builders' National Federation
and Approved by the Royal Yachting Association

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