

# **Terms and Conditions of Business of P&S Marine LLP**

## **1. Agreed Services**

- 1.1. These Terms of Business apply to all work undertaken by, or on behalf of, P&S Marine LLP (also referred to as 'we' or 'us' in these Terms of Business) for customers (also referred to as 'you' in these Terms of Business).
- 1.2. The description of any goods or scope and nature of any services supplied to you by P&S Marine will be as set out in any Order for Works that we supply to you or, otherwise, as we have verbally agreed.
- 1.3. Any other work which is not set out in an Order for Works or which was otherwise not verbally agreed with us will be treated as a separate instruction which is also subject to these Terms of Business.
- 1.4. We will charge for our work at our current hourly rate unless we have agreed otherwise.
- 1.5. Verbal advice and recommendations are regarded as a service and will be treated as such. Details of our hourly rates are available on request.

## **2. General**

- 2.1. We reserve the right to refuse to accept any job for any reason.
- 2.2. We will complete our work to the agreed specification and, in the absence of any other contractual term as to quality, to a satisfactory quality.
- 2.3. Vessels or goods for repair or other treatment are accepted by P&S Marine on the basis that the Customer is the owner of the goods or the owner's authorised agent and that he will take delivery or arrange collection when the repair or treatment has been carried out.
- 2.4. Our obligation as custodian of vessels or goods accepted for storage ends on our notice to the customer of termination of that obligation.
- 2.5. All vessels must be fully insured against usual risks and perils including fire.
- 2.6. P&S Marine shall not be liable whether in contract, tort or otherwise, for any loss, theft or any other damage of whatsoever nature caused to any vessel or vehicle or other property of the Customer or others claiming through the Customer.
- 2.7. Customers may themselves be liable for any loss or damage caused by them, their crew or their vessels. Any vessel, gear, equipment or other goods are left with us at the customer's own risk; the customer should maintain adequate insurance which should also cover third party liability of at least
- 2.8. P&S Marine shall not be liable for any loss or damage caused by any events or circumstances beyond our reasonable control (such as extreme weather conditions, the actions of third parties not employed by us or latent defects); this includes loss or damage to vessels, gear, equipment or other goods left with us for repair or storage, and harm to persons entering the premises and/or using facilities or equipment. Customers should ensure that their own personal and property insurance covers such risks.

- 2.9. All Customers must be aware for the safety of other people in the yard at all times. You shall indemnify P&S Marine against loss, damage costs, claims or proceedings incurred by, or instituted against P&S Marine or its servants or agents which may be caused by you, your vessel, vehicle or your agents to the extent that such loss, damage, claims or proceedings may be caused by the negligence or wilful act of P&S Marine.
- 2.10. Any waste materials are to be removed by the customer and the site kept safe and tidy at all times. A charge, calculated in accordance with our hourly rate, will be made for cleaning up after Customers if they fail to do so.
- 2.11. If rubbish and left behind items are not cleaned up before a vessel is put in the water an additional £120 will be added onto the Customers first or final invoice. This amount will be refunded via BACS after all items left behind have been cleaned up and/or taken away. This applies even if Customers are planning to clean up on the same day as their lifting day.
- 2.12. The bins at the entrance of the marina are for the sole use of residents of Bridgewater Basin only and are not to be used by Customers of P&S Marine.
- 2.13. The bins outside the office are for the sole use of P&S Marine and are not to be used by Customers.
- 2.14. P&S Marine's premises are located, and are accessible from, the property of Bridgewater Basin. The general conditions of Bridgewater Basin, which are available on request, must be adhered to at all times. Customers should note that the marina facilities are for the sole use of residents only and are not to be used by the customers of P&S Marine.
- 2.15. Customers must not make excessive noise including playing music. Any activity which makes noise (for example, angle grinding etc.) must only be carried out between the hours of 9am - 4:30pm, Monday to Friday. Please respect the privacy and the right to peaceful enjoyment of residents of the marina and those housed locally.
- 2.16. The movement of vessels by P&S Marine for Customers, whether by crane or otherwise, (e.g. helping boat from the marina onto the towpath etc.) will be charged at the current hourly rate, with a minimum charge of one hour.
- 2.17. Assistance to get boat engines to start is regarded as a service and will be charged at the current hourly rate, with a minimum charge of one hour.
- 2.18. Boats over 70 tonnes cannot be lifted by P&S Marine. We reserve the right to refuse to lift any vessel at our absolute discretion for any reason.
- 2.19. Attempted lifts, which do not result in performance of the entire lift, are charged at £60.
- 2.20. The use of electricity is metered and charged at the current rate.
- 2.21. Abrasive blasting takes place in the yard and as a result your boat may get abrasive on it, for which P&S Marine assume no liability.
- 2.22. Customers are responsible for the overall integrity of their vessels after they have been put back in the water. P&S Marine accepts no responsibility for weed hatches that were taken off when the vessels was out of the water.
- 2.23. All vessels over 7 foot beam are classed as 'wide beam' with associated prices.

### **3. Payment**

- 3.1. Payment can be by BACS, card, cash or cheque. Preference in that order.
- 3.2. All payments are due upon receipt of invoice unless alternative payment agreements have been agreed by both partners of P&S Marine.
- 3.3. Payment must be made in full before the vessel leaves the yard and all goods and materials remain the property of P&S Marine until payment is received in full. We reserve the right to keep your boat out of the water, where current hard standing rates will be doubled, until payment has been made in full.
- 3.4. Invoices that are intended to be paid from an insurance claim must be paid by the Customer in line with Clause 3.3. P&S Marine will not deal with your insurance company in this regard nor put a boat back in the water while waiting for an insurance company to release funds.
- 3.5. Payment must be made in full before boats are craned from or onto road transport.
- 3.6. Pending receipt of payments in full without set off or deduction we reserve the right to charge interest on any sums outstanding after 14 days at 4% per annum above Barclays Bank PLC base rate pertaining at the date of invoice.
- 3.7. P&S Marine has the right to exercise a general lien upon any vessel and/or other property of the Customer whilst in or on or premises until such time as any money due to P&S Marine from the Customer in respect of the vessel and/or other such property whether on account or otherwise of rental, storage commission, access or berthing charges, work done or otherwise is paid. During any such period of retention we reserve the right to continue to charge for storage, hard standing or berthing at our usual commercial rates.
- 3.8. Notwithstanding and in addition to Clause 3.7, P&S Marine is irrevocably appointed the agent and attorney of the Customer for the sale or other disposal of any vessel and/or other property of the Customer so long as any money is due from the Customer to P&S Marine and P&S Marine shall be entitled to charge and pay all usual commissions and expenses in connection with such sale or disposal.
- 3.9. Any Vessel or other property left at P&S Marine's premises are subject to the Provision of Torts (Interference with Goods) Act 1977 which confers on P&S Marine as bailee a right of sale exercisable in certain circumstances. Such sale will not take place until P&S Marine has given notice to the Customer or has taken reasonable steps to trace him in accordance with the Act. A Similar right of sale shall also arise when any vessel or other property of which P&S Marine is not a bailee are left at P&S Marine. The above condition is without prejudice to the provisions of Clause 3.6.

### **4. Pricing**

- 4.1. All prices given are quoted inclusive of VAT at the prevailing rate.
- 4.2. Estimates and quotes given are valid on the date given but may be subject to change. P&S Marine reserves the right to change prices on any estimate or quote.
- 4.3. All prices given are subject to change.

### **5. Sub-Contractors & Third Parties**

- 5.1. Third parties, such as 'friends', helping with your vessel in anyway are subject to a surcharge of up to £80 per day per person at the discretion of P&S Marine. This surcharge will be added on to your final invoice.
- 5.2. Any works that you carry out on our premises must be pre-agreed by P&S Marine.
- 5.3. We may allow you to instruct sub-contractors to carry out work on our premises in our absolute discretion. You will be liable to a surcharge of £80 per day or part day per contractor.
- 5.4. All sub-contractors must carry full boat yard liability insurance which must be shown prior to any work being carried out. The Customer will be held responsible for any costs not covered by any insurance and that their vessel may be used as surety against any such claim.
- 5.5. All sub-contractors must be aware of, and take steps necessary to safeguard, the safety of other people in the yard at all times.

## **6. Hard Standing**

- 6.1. Hard standing fees do not apply for the day your boat is lifted out of the water and the day it is lifted back in. All the other days in between will be charged for accordingly.
- 6.2. The number of days in between your liftings days will the number of hard standing days payable. Regardless on whether or not we are working on your boat.
- 6.3. If the situation arises where your vessel is unable to be put back into the water due to other ones being in the way hard standing fees will apply regardless. Customers looking to have boats moved in order for their vessel to be put in the water will have to pay the associated carnage fees.
- 6.4. Vessels located on hard standing may be lived on only with the prior permission of P&S Marine.
- 6.5. Customers must not walk along the roof or gunwales of their vessel when on land. We have no responsibility for injury or damage caused if this requirement is ignored.
- 6.6. Long-term hard standing (defined as over one month in duration) will be subject to fees which are to be paid at the end of every month for the period of time the vessel is out of the water.
- 6.7. Daily long term hard standing fees will incur a 5% cumulative increase rate for each successive month out of the water.
- 6.8. Hard standing fees for long-term hard standing vessels can be subject to increases before or during the hard standing period at the discretion of P&S Marine. P&S Marine will notify you of a change in the hard standing fee payable at least 28 days before any fee change is implemented. The Customer shall be notified of any change in fees either verbally or in writing (including email).
- 6.9. Grey water from sinks, showers etc. must not be discharged onto the ground. It must be collected into a bucket or similar container via a suitable hose pushed into the outlets of the boat and disposed of correctly.

## **7. Gate Fobs**

- 7.1. A £50 cash deposit must be paid for the loan of a fob which allows access to the main entrance of the marina during non-working hours.
- 7.2. Deposits for gate fobs will be returned after the fob is returned in the same condition as it was issued.
- 7.3. Gate fobs must only be used by the person(s) they were issued to. They must not be lent to anyone else.
- 7.4. Bridgewater Basin and/or P&S Marine reserves the right to deactivate any fob for any reason.

## **8. Vehicles & Parking**

- 8.1. Vehicles must be parked in the designated parking area.
- 8.2. Vehicles must not be left after customers boats have left the yard without the permission of P&S Marine.
- 8.3. Vehicles left in the yard are charged a parking fee of £10 per night after the first night.
- 8.4. Customers parking at P&S Marine do so at their own risk. P&S Marine will not accept any responsibility for damage, accident, loss or theft.

## **9. Lifting**

- 9.1. P&S Marine accepts no responsibility for any damage that may be caused when lifting wooden, fibre glass or boats without flat bottoms and reserve the right to refuse to lift such vessels.
- 9.2. P&S Marine accepts no responsibility for any damage that may be caused inside a vessel during lifting operations or while out on hard standing, including damage to galley or bathroom worktops. Twisting of the vessels structure can not be foreseen.
- 9.3. P&S Marine accepts no responsibility for any damage that may be caused when lifting on or around wooden fixtures and fittings such as leeboards and rubbing strakes.
- 9.4. If you ask us to crane a wooden, fibre glass or boat without a flat bottom, you represent to us that the boat is capable of (and will withstand) being lifted in and out of the water by us. We make no representation of the suitability of cranaage for such boats and we accept no responsibility or liability for any loss or damage to boats, vehicles or property by a third party, howsoever caused.
- 9.5. An additional labour cost of £33 will be charged for the time required to pack and wedge V-bottom boats prior to landing.

## **10. Abrasive Blasting, Spraying & Blacking**

- 10.1. During the abrasive blasting process, dust will get inside the boat. P&S Marine does not accept any responsibility for this.
- 10.2. Abrasive blasting and the application of a new coating is very weather sensitive. P&S Marine reserves the right to postpone abrasive blasting until the right weather window becomes available.

- 10.3. Paint thickness is measured using a wet film thickness comb gauge. Stated film thicknesses are dry values given by the paint manufacturer for the wet values applied. These values are only an indication of the average thickness of the coating.
- 10.4. The 2-pack epoxy used is to be provided by P&S Marine.
- 10.5. The area of the baseplate underneath the trestles that the boat is sitting on will not be abrasive blasted/blacked. We feel it not necessary if a regular maintenance schedule is adhered to.
- 10.6. P&S Marine does not provide any form of warranty on coatings.
- 10.7. P&S Marine does not accept any responsibility for any spray residue resulting from airless spraying carried out in the yard.
- 10.8. P&S Marine does not accept any responsibility for damage to caused by adhesive tapes when used.
- 10.9. P&S Marine does not accept any responsibility for any damage caused by the abrasive blasting process.

## **11. Surveying**

- 11.1. Please see the separate terms and conditions for surveying.

## **12. Deposits**

- 12.1. If we require a deposit in respect of any works we agree to carry out, this will be due on the day you book your boat in. We cannot guarantee a time slot for your works until we receive your deposit in cleared funds. The deposit will be treated as part payment of the total sums due for the works. The deposit amount will be deducted from your final invoice.
- 12.2. Deposits are refundable in full if bookings are cancelled up to 10 days before the date you are booked in for. If bookings are cancelled 9 days or less before the date you are booked in for your deposit becomes non-refundable.
- 12.3. The deposit amount for any crantage is the total fee for crantage your vessel (one way).
- 12.4. A customer details form must be filled out in order for your deposit to be charged.
- 12.5. Proof of your deposit will be send to you via email, post or be given by hand.

## **13. Discounts**

- 13.1. A 5% discount can only be gained from leaving a review on Google or Facebook.
- 13.2. This discount can only be used against the cost of crantage and not the total of an invoice.
- 13.3. This discount can only used against the cost of crantage when your boat is coming out of the water and onto hard standing. It can not be used against crantage off or onto road transport.
- 13.4. It is up to the Customer to ask for their deposit when their bill is to paid if it has not already been deducted off the final amount. Discounts can not be claimed after an invoice has been paid. Proof of a review being left may be asked for.

- 13.5. Discounts can not be used cumulatively. i.e. two reviews can not be used as a 10% discount.
- 13.6. Only one review per boat and therefore one discount can used for any one invoice.
- 13.7. Discounts can not be transferred to one person to another or to another boat.
- 13.8. Another review can be left after a discount has been used from a previous review. This can then count towards another 5% discount when your vessel next comes out of the water.
- 13.9. Discounts gained from leaving a review can not be used in conjunction with another discount, e.g. the discount gained from mooring in Bridgewater Basin.
- 13.10. The discount scheme does not apply to trade customers.
- 13.11. P&S Marine reserves the right to not apply a discount to any invoice, at any time and for any reason.
- 13.12. P&S Marine reserves the right to cancel the discount scheme at any time and for any reason. Discounts can not be claimed for reviews left before the scheme was cancelled.
- 13.13. P&S Marine reserves the right to change the percentage of the discount at any time. The discount percentage used on your invoice will be the percentage at the time your invoice is raised and not the percentage when your review was left.

## **14. Cancellation**

- 14.1. A booking may be cancelled at any time before the agreed booking date by verbal agreement only. With one or both partners of P&S Marine.
- 14.2. Please refer to clause 12.1 in relation to deposits and cancellations.

## **15. Returns**

- 15.1. P&S Marine reserve the right to not accept the return of any goods supplied to you and, in any event, will only consider the return of goods if they supplied back to us in the condition they were received by you.

## **16. Safety**

- 16.1. Customers carrying out 'do it yourself' work are fully responsible for their own safety, for that of any other person and for any damage caused to their own or others property, including that of P&S Marine. Works are carried out at the customer's own risk. P&S Marine assumes no responsibility for.
- 16.2. All customers must be aware of, and take steps to safeguard, the safety of other people in the yard at all times.

## **17. Fire Safety**

- 17.1. All Customers are to provide their own fire extinguishers to cover all fire risks associated with their vessel(s).
- 17.2. No work is to be carried out until Customers and sub-contractors have been made aware of, and understood, the fire plan for the yard.

- 17.3. Customers are responsible for the safe keeping of any flammable or combustible materials that they bring into the yard.
- 17.4. The fire extinguishers situated around the yard are for the use of P&S Marine only and are not to be used by Customers.
- 17.5. Any fire risks or near incidents are to be reported to P&S Marine immediately.
- 17.6. Any gas canisters are to be taken off boats by Customers and stored in the gas bottle cage provided.
- 17.7. All gas systems need to have a valid Boat Safety Scheme certificate and be certified by a Gas Safe registered engineer.
- 17.8. Customers are not to start any open fires in the yard.
- 17.9. Access around and through boats needs to be kept clear at all times.
- 17.10. All boats are to be insured in line with clause 2.5

## **18. Ancillary**

- 18.1. If any provision of these Terms and Conditions is deemed for any reason to be invalid, void or deleted, the Terms and Conditions shall nonetheless remain in full force and effect as if such provision had not originally been included. In such circumstances, we and the Customer shall negotiate in good faith in order to agree the terms of a mutually acceptable and satisfactory alternative provision in place of the invalid, void or deleted provision.
- 18.2. Nothing in these terms affects the statutory rights of any Customer who contracts with us as a consumer.
- 18.3. These terms are subject to English law and any dispute arising under them shall be submitted to the jurisdiction of the Courts of England and Wales.

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- P&S Marine will only accept business based on these Terms and Conditions.
  - These Terms and Conditions are subject to change by P&S Marine at any time.
  - All goods supplied and services rendered are subject to these Terms and Conditions and by allowing P&S Marine to supply goods and/or undertake work for you, you agree to them all.