

## **P&S MARINE SERVICES LTD**

Bridgewater Basin, Watford Road, Watford WD18 8SN

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## **TERMS AND CONDITIONS**

### **1. Agreed Services**

1.1. These Terms of Business apply to all work undertaken by, or on behalf of, P&S Marine Services Ltd (also referred to as 'we' or 'us' in these Terms and Conditions) for customers (also referred to as 'you' in these Terms and Conditions).

1.2. The description of any goods or scope and nature of any services supplied to you by P&S Marine Services Ltd, will be as set out in any Order for Works supplied 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 and Conditions.

1.4. Work will be charged at our current hourly rate unless 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 any job.

2.2. We will complete our work to the agreed specification. As the trader, we will perform the service with reasonable care and skill and endeavour to complete all work within the time scale agreed.

2.3. Vessels or goods for repair or other treatment, are accepted by P&S Marine Services Ltd 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 Services Ltd shall not be liable whether in contract, tort or otherwise, for any loss, theft or any other damage caused to any vessel, 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 left with us is at the customer's own risk; the customer should maintain adequate insurance which should also cover third party liability of at least £1,000,000.00.

2.8. P&S Marine Services Ltd shall not be liable for any loss or damage caused by any events or circumstances beyond our reasonable control (such as extreme weather, 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 all such risks 2.1 -2.8.

2.9. Customers must always be aware of the safety of others in the yard. You shall indemnify P&S Services Ltd against loss, damage costs, claims or proceedings incurred by, or instituted against P&S Marine Services Ltd, 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 Services Ltd.

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 of £60.00, will be charged for clearance if customers fail to comply.

2.11. All rubbish and customer items must be cleared before their lift back to water.

2.12. The bins at the entrance of the marina are for the sole use of residents of Bridgewater Basin and are **not** to be used by customers of P&S Marine Service Ltd.

2.13. The bins outside the P&S Marine Services Ltd office are for the sole use of P&S Marine Services Ltd and are **not** to be used by customers.

2.14. P&S Marine Services Ltd premises are located and are accessible from, the property of Bridgewater Basin. The general conditions of Bridgewater Basin, which are available on request, must always be adhered to. 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 Services Ltd.

2.15. Excessive noise including playing music will not be tolerated. Any activity which makes noise (for example, angle grinding etc.) must only be carried out between the hours of 9:00am to 5:00pm Monday to Friday, or 10:00am to 4:00pm on Saturday, Sunday & Bank Holidays. Please respect the local residents of the marina.

2.16. The movement of vessels by P&S Marine Services Ltd for Customers, in any capacity, will be charged at the current hourly rate. Minimum charge is 1 hour

2.17. Assistance with starting engines, is regarded as a service and will be charged at the current hourly rate of £60.00. Minimum charge is 1 hour.

2.18. Boats over 70 tonnes cannot be lifted by P&S Marine Services Ltd. We reserve the right to refuse the lift of any vessel.

2.19. Attempted lifts, which do not result in performance of the entire lift, are charged at 1hr current P&S Marine Services Ltd hourly rate.

2.20. The use of electricity is metered and charged at the standard EON rate.

2.21. Customers are responsible for the overall integrity of their vessels after they have been put back in the water. P&S Marine Services Ltd accepts no responsibility for weed hatches removed when the vessels are out of the water.

2.22. All vessels over 7 ft beam are classed as 'wide beam' with associated prices.

### **3. Payment**

3.1. Payment accepted via BACS, debit or credit card or cash.

3.2. All payments are due upon receipt of invoice unless alternative payment agreements have been agreed by P&S Marine Services Ltd.

3.3. Payment must be made in full before the vessel leaves the yard. All goods and materials remain the property of P&S Marine Services Ltd 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 Services Ltd will not deal with your insurance company in this regard. Insurance claim funds must be released before returning the vessel to water.

3.5. Payment must be made in full before boats are craned to or from 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 Services Ltd has the right to exercise a general lien upon any vessel and/or other property of the Customer whilst in or on the premises until such time as any money due to P&S Marine Services Ltd 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 Services Ltd 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 Services Ltd and P&S Marine Services Ltd 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 on P&S Marine Services Ltd premises, are subject to the Provision of Torts (Interference with Goods) Act 1977 which confers on P&S Marine Services Ltd as bailee, a right of sale exercisable in certain circumstances. Such sale will not take place until P&S Marine Services Ltd 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 Services Ltd 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 Services Ltd. 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 Services Ltd.

5.3. Allowing sub-contractors to carry out work on our premises is at the discretion of P&S Marine Services Ltd. 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 understand 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 charged per night. i.e.: Monday to Monday = 7 nights, Tuesday to Monday = 6 nights.

6.2. Works will be completed during yard business hours 08:30am to 5.00pm Monday to Friday.

6.3. If for any reason, we are unable to return your boat to water in the time agreed, fees may apply dependent on the reason for the delay. Any additional movement of your boat will incur an additional crantage fee.

6.4. You are permitted by P&S Marine Services Ltd to live upon your vessel whilst hard standing. All Terms and Conditions apply.

6.5. Customers must not walk along the roof or gunwales of their vessel when on land. P&S Marine Services Ltd accept no responsibility for injury or damage caused if this request is not adhered to.

6.6. Long-term hard standing is defined as over one month in duration. Fees will be paid in 1-month instalments, 14 days in advance, for the period of time that the vessel is out of the water. The maximum stay is 3 months unless explicitly arranged with P&S Marine Services Ltd and price may vary.

6.7. Long term hard standing fees will incur a 5% cumulative rate increase 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 Services Ltd. P&S Marine Services Ltd. will notify the customer, either by written letter or email, of any change in the hard standing fees payable at least 28 days before any change is implemented.

6.9. Grey water from sinks, showers etc. **can** be discharged onto the ground.

## **7. Gate Fobs**

7.1. A £50 cash deposit must be paid for the loan of a gate fob which allows access to the main entrance of the marina out of hours.

7.2. Deposits for a gate fob will be refunded on return of the gate fob 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 Services Ltd reserve the right to deactivate any gate 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 parked, after customers boats have exited the yard without the permission of P&S Marine Services Ltd.

8.3. Parking in the yard overnight is at the discretion of P&S Marine Services Ltd and must be arranged and confirmed in advance.

8.4. Customers parking at P&S Marine Services Ltd, do so at their own risk. P&S Marine Services Ltd will not accept any responsibility for damage, accident, loss or theft.

## **9. Lifting**

9.1. P&S Marine Services Ltd accepts no responsibility for any damage that maybe 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 Services Ltd accepts no responsibility for any damage that may be caused inside a vessel during lifting or while on hard standing, including damage to galley or bathroom worktops. Twisting of the vessels structure cannot be foreseen.

9.3. P&S Marine Services Ltd 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 request crantage of 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 crantage 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.

## **10. Spraying & Blacking**

10.1. During some processes, dust may get inside the boat. P&S Marine Services Ltd does not accept any responsibility for this.

10.2. Application of a new coatings is weather sensitive. P&S Marine Services Ltd reserves painting if the weather is detrimental to the finish.

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. P&S Marine Services Ltd will supply bitumen for P&S Blacking services. Bitumen is available to purchase from P&S Marine Services Ltd on site by the Customer for DIY Blacking.

10.5. The area of the baseplate underneath the trestles that the boat is sitting on will not be blacked. We feel it is not necessary if a regular maintenance schedule is adhered to.

10.6. P&S Marine Services Ltd does not provide any form of warranty on coatings.

10.7. P&S Marine Services Ltd does not accept any responsibility for any spray residue resulting from airless spraying carried out in the yard.

10.8. P&S Marine Services Ltd does not accept any responsibility for damage caused by adhesive tapes when used.

## **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 paid within 7 days of receiving your retainer. We cannot guarantee a date for your works until we receive your deposit in cleared funds. The deposit will be treated as part payment of the total sum due and deducted from your final invoice.

12.2. Deposits are refundable in full if bookings are cancelled with a minimum 10 days' notice. Cancellations made after this time will not be eligible for refund.

12.3. The deposit amount for crantage to hardstanding is 50% of the total crantage fee. No deposit is requested for transport to water or water to transport crantage. This is payable in full on the day of the lift.

12.4. Full Customer contact and boat details will be required in order to process the deposit.

12.5. On receipt of a deposit, confirmation will be emailed to the Customer by P&S Marine Services Ltd.

### **13. Cancellation**

13.1. A booking maybe cancelled with a minimum of 10 days' notice before the agreed booking date only with the confirmation from P&S Marine Services Ltd by telephone or email.

13.2. Please refer to clause 12.1 in relation to deposits and cancellations.

### **14. Returns**

14.1. P&S Marine Services Ltd reserve the right not to accept the return of any goods supplied to you. We will only consider the return of goods if they are presented in the condition they were sold.

### **15. Safety**

15.1. Customers carrying out DIY (do it yourself) work are fully responsible for their own safety and the safety of others. P&S Marine Services Ltd accepts no responsibility for any damage caused to their own or others property, including that of P&S Marine Services Ltd. Works are carried out at the customer's own risk.

15.2. All customers must be aware of, and take steps to safeguard, the safety of other people in the yard at all times.

### **16. Fire Safety**

16.1. All Customers are to provide their own fire extinguishers to cover all fire risks associated with their vessel(s).

16.2. 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.

16.3. Customers are responsible for the safe keeping of any flammable or combustible materials that they bring into the yard.



16.4. The fire extinguishers situated around the yard are for the use of P&S Marine Services Ltd only and are not to be used by customers. If however, there is a serious threat to life or property and you need to use P&S Marine Services Ltd extinguishers, a charge will be incurred by the Customer for replacing.

16.5. Any fire risks or near miss incidents, are to be reported to P&S Marine Services Ltd immediately.

16.6. Any gas canisters are to be taken off boats by customers and stored in the P&S Marine Services Ltd gas bottle cage provided.

16.7. All gas systems need to have a valid Boat Safety Scheme certificate and be certified by a Gas Safe registered engineer.

16.8. Under no circumstances are open fires permitted in the P&S Marine Services Ltd yard.

16.9. Access around and through boats must always be kept clear.

16.10. All boats are to be insured in line with clause 2.5

## **17. Ancillary**

17.1. 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.

17.2. Nothing in these terms affects the statutory rights of any customer in contract with us as a consumer.

17.3. 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.

## **Footnote**

P&S Marine Services Ltd will only accept business based on these Terms and Conditions. These Terms and Conditions are subject to change by P&S Marine Services Ltd at any time. By allowing P&S Marine Services Ltd to supply goods and or undertake work for/on your behalf, you are agreeing to all Terms and Conditions.