



## TERMS OF BUSINESS

### SUBJECT TO WHICH ALL WORK IS UNDERTAKEN AND FACILITIES ARE PROVIDED

1 We and our employees accept no responsibility for loss, damage or delay arising from any cause whatsoever unless such loss, damage or delay was caused by, or resulted from, our negligence or deliberate act or that of those for whom we are responsible. Subject to that exception, all vessels and gear are repaired, worked on, moved, stored or otherwise managed and kept at the sole risk of the Owner.

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 This clause applies only where we supply goods to a person who buys in the course of a business ("a business customer")

(a) No article supplied by us to a business customer shall carry any warranty or condition of sale, express or implied as to quality, or as to 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 judgement.

(b) No proprietary article ordered from us by name, type and/or size by a business customer shall carry any such warranty or condition of sale, save so far as we can pass on a manufacturer's warranty.

(c) In no event do we accept liability to a business customer for consequential damage beyond replacement of any faulty or unsuitable article supplied.

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

5 All persons using any part of our premise 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 deliberate act or that of those for whom we are responsible.

6 (a) Subject to paragraph (b) of this Condition no work shall be done to the vessel whilst on our premises or moorings without our prior written consent other than minor running repairs or minor maintenance of a routine nature by the owner, his regular crew or members of his family not causing any nuisance or annoyance to any other users of our premises or moorings or annoyance to any other person residing in the vicinity.

(b) Prior written consent for work to be carried out on our premises will not without good cause be withheld where; -

(i) the work to be carried out is for which we, or our concessionaries or those who normally carry out the work on our behalf would normally employ a specialist sub-contractor or

(ii) the whole of the work is being carried out under warranty by the manufacturer and/or supplier of the vessel or any part of her equipment to which the warranty relates.

7 In all cases where a contract of hire or licence to occupy any moorings, berths, 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 Chichester Harbour Conservancy Rules and Regulations.

9 Subject to express agreement in writing to the contrary all quotations given by us 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 or variation of the aforesaid levels since the date of the quotation. However, the quotation shall not be adjusted to meet increased costs which would not have occurred but for our failure to proceed with the work with reasonable despatch.

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 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 or services supplied, work done or accommodation provided are within 21 days of the end of the month following the date of the invoice for account customers, or before removal of the vessel or goods or completion of the provision of services for non-account customers.

#### 14 PAYMENT

Failure by the Owner to make payments on time in accordance with paragraph 13 above shall entitle us to suspend any outstanding deliveries of goods or services and to treat the contract as repudiated by the Owner at our option and without prejudice to our rights to damages. **Furthermore, invoices not paid by the due date set out above may be subject to a surcharge of 2% for each month or part thereof that the invoice remains unpaid.**

If the vessel or goods are not removed within 30 days from the end of the month following the date of the invoice, we shall have the right thereafter to make reasonable mooring or storage charges.

15 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 time 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.

16 Acceptance by us of goods (including vessels and/or their engines, gear and equipment) for repair or other treatment or for moorings or storage is subject to the provisions of the Torts (Interference with Goods) Act 1977, which confers on us as bailees a right of sale exercisable in certain circumstances. Such sale will not take place until we have given notice to the Owner in accordance with the Act. Such sale will not take place until we have given notice to the Owner in accordance with the Act.

For the purposes of the Act it is hereby recorded that:

(a) goods for repair or other treatment are accepted by us on the terms that the Owner will take delivery of the goods in accordance with Clause 11 of these terms when the repair or other treatment has been carried out.

(b) our obligation as custodian of goods accepted for mooring or storage ends upon the expiry or lawful termination of the grant to the Owner of facilities for mooring or storage.

17 Save as provided for business customers under clause 3, all goods are supplied with the benefit of the appropriate undertakings (particularly as to conformity of goods with description or sample, and as to their quality or fitness for a particular purpose) which are implied by the Sale of Goods Act 1983 as amended. Nothing in these terms shall effect those statutory rights.

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

19 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.