



## Terms of Business

### 1. Introduction

1.1 When you instruct us to go onboard your vessel or carry out work a contract is created between us which is governed by these terms of business and your continued instructions will amount to acceptance of these terms.

1.2 If you have already asked us to start work on your vessel, or due to an emergency (like a leak onboard) you ask us to go onboard to assess the problem, we have done so on the understanding that, unless otherwise agreed, these terms apply from your initial instructions.

### 2. liability

2.1 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 vessels, 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.**

2.2 On occasion we may subcontract an area of our work (gas or refrigeration) that we or you the customer has specified in the original agreed works schedule but we will in every event ensure that all contractors have a valid liability insurance policy that covers any possible damage or loss caused by them to the required threshold of £5,000,000.

2.3 We shall take reasonable and proportionate steps having regard to the nature and scale of our business to maintain security at our premises, and to maintain our facilities and equipment in reasonably good working order; but in the absence of any negligence or other breach of duty by us **vessels, parts, hardware, goods other property are left with us at the customer's own risk and** customers should ensure that their own personal and property insurance adequately covers such risks.

2.4 Nothing in these Terms of Business shall limit or exclude our liability for death or personal injury caused by our negligence or the negligence of our employees, agents or sub-contractors; for fraud or fraudulent misrepresentation; or otherwise to the extent that it would be illegal for us to exclude or attempt to exclude liability.

**2.5 We shall not be under any duty to salvage or preserve a customer's vessel or other property from the consequences of any defect in the vessel or property concerned unless we have been expressly engaged to do so by the customer on commercial terms. Similarly we shall not be under any duty to salvage or preserve a customer's vessel or other property from the consequences of an accident which has not been caused by our negligence or some other breach of duty on our part. However we reserve the right to do so in any appropriate circumstances, particularly where a risk is posed to the safety of people, property or the environment. Where we do so we shall be entitled to charge the customer concerned on a normal commercial basis.**

### 3. Prices and Estimates

3.1 In the absence of express agreement to the contrary our price for work shall be based on labour and materials expended and services provided.

3.2 We will exercise reasonable skill and judgment when we give an estimate or indication of price. However, such estimates are always subject to the accuracy of information provided by the customer and are usually based only on a superficial examination and will not include the cost of any emergent

work which may be necessary to the vessel, gear or equipment nor the cost of any extensions to the work comprised in the estimate.

3.3 We will inform the customer promptly of any proposed increase in estimated prices and the reasons for it and will only proceed with the work or supply with the approval of the customer. The customer shall remain responsible for the cost of labour and materials already supplied or remaining to be supplied which are not affected by the proposed increase in price.

3.4 Once a customer pays for works in full they are accepting that the work has been done to the desired standard asked of us in the original works schedule, beyond that point the customer cannot demand us to amend aspects of the work, exceptions of this are when an error has been made or fault has been found due to poor workmanship within the 12 month work warrantee period.

## 4. Delays

4.1 Any time given for completion of our work is given in good faith but is not guaranteed. We shall not be responsible for any delay in completion of the work or for the consequences of any such delay unless it arises from our wilful acts or omissions or from our negligence.

4.2 Exterior work is done under the understanding that our work schedule is somewhat weather dependant, but customers will however be made aware of any potential delays caused by elements outside of our control.

4.3 Where possible we source parts and **products that are available "off the shelf" however sometimes** this is not always possible (special order items or replacement parts) and some items carry a lead time, again any delay will be conveyed to you the customer, but ultimately some timescales are beyond our control when dealing with outside suppliers.

## 5. Vessel Movements

5.1 Our staff are fully trained, certified and insured to drive power and sail vessels, on instruction and understanding by you the owner we may be required to move the vessel or turn the vessel around in its berth to gain access to work on a particular side, you will be notified in any event and we will not do so without your written permission via email, if you consent to us having an ongoing agreement to enable us to drive or move your vessel this must also be documented in an email to us, this will then be stored on your customer file with us.

## 6. Deposit and Payment

6.1 Unless otherwise agreed between you the customer and us the company, we require a 50% deposit of all estimated works totals before we commence work on your vessel this covers us for initial parts costs, if no work has been started on your vessel or specific parts purchased then we will return your deposit in full upon any cancellation, if cancellation is made after works commencing and/or parts being purchased you will be liable for payment for labour and specific parts the company purchases on your behalf if they are not returnable for full refund.

6.2 Unless otherwise agreed between us payment for all work, goods and services shall be due before the stated invoice payment due date on the invoice. Payment shall be deemed to have been made when we receive cash or cleared funds at our bank.

6.3 We have the right to charge interest on any sum outstanding for more than 30 days (except in the case of a reasonable and proportionate retention by the customer of any amount genuinely in dispute between us and the customer) on the outstanding balance at 4% above Bank of England base rate which may be calculated daily up to the date of actual payment. In the case of business customers this rate will be substituted with the current rate applicable under late payment legislation, all invoices must be paid on or by the stated date on the invoice.

## 7. Retention of Title / Risk

7.1 Title to all goods, equipment and materials supplied by us Compass Marine Services & Repairs Ltd to a customer shall remain with us until full payment has been received by us.

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

## 8. Guarantee

**8.1 Advice on whether a customer is “a consumer” or otherwise protected by some or all of the** consumer protection legislation in force in the United Kingdom may be obtained from any local Trading Standards Office, the Citizens Advice Bureau, the Office of Fair Trading or any firm of solicitors (who may charge). Online guidance may be obtained at [www.adviceguide.org.uk](http://www.adviceguide.org.uk).

8.2 A customer who is a consumer has certain minimum statutory rights regarding the return of defective goods and claims for losses. These rights are not affected by these terms.

8.3 In addition to the statutory rights provided by English law we guarantee our work for a period of 12 months from completion against all defects which are due to poor workmanship or defective materials supplied by us. This guarantee applies only to the customer to whom the work or materials were supplied. We shall be liable under this guarantee only for defects which appear during this 12 month period and which are promptly notified to us in writing at our trading address or registered office set out on our letterhead. The geographical area within which this guarantee will be honoured is restricted to the United Kingdom.

8.4 On notification by the customer of such defects, we will investigate the cause and if they are our responsibility under the terms of this guarantee we will promptly remedy them or, at our option, employ other contractors to do so. Any remedial work which is put in hand by the customer directly without first notifying us and allowing us a reasonable opportunity to inspect and agree such work and its cost will invalidate this guarantee in respect of those defects.

**8.5 Where we supply goods or services to a partnership or company or to a customer who is acting in the course of a business or a commercial operation (a “Business Customer”) then:**

8.5.1 no article supplied by us to a Business Customer shall carry any express or implied term as to its quality or its fitness for any particular purpose unless prior to the supply the Business Customer has sufficiently explained the purpose for which it is required and made it clear that he is relying on our skill and judgement;

8.5.2 no proprietary article specified by name, size or type by a Business Customer shall carry any such express or implied term but we will assign to the Business Customer any rights we may have against the manufacturer or importer of that article; and

8.5.3 we accept no liability to indemnify a Business Customer against any loss of profit or turnover which he or his customer or any other person may sustain in consequence of the failure of any faulty or unfit article supplied by us.

## 9. Quality Standards

9.1 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.

## 10. Your Safety

**10.1 While we or our subcontractors are working on a customer’s vessel or equipment to ensure your safety** the customer shall not have access to it except by prior arrangement. We will agree reasonable access when it is safe to do so and when it will not interrupt or interfere with our work schedule, in the event that personal injury occurs to the customer through he or she going onboard a vessel without us giving the owner clearance or confirming it is safe to do so we shall not be liable.

## 11. Subcontracting

11.1 We may subcontract all or part of the work entrusted to us by the customer, on terms that any such subcontractor shall have the protection and benefit of all rights and conditions, and of all limitations and exclusions of liability, which exist for us under these Terms of Business. Where we exercise this right we shall remain responsible to the customer for the performance of our subcontractor.

## 12. Dispute Resolution

12.1 In any event that a customer is unsatisfied with our work service or treatment we urge that you contact us immediately so that measures can be made to sort issues in a timely manner before they escalate.