

Terms & Conditions From 1 April 2020.

BOATYARD OFFICE CONTACT NUMBERS:

01932 221094

01932 244396

EMERGENCY OUT OF HOURS CONTACT NUMBERS

07803 232234 (Chris Murdoch)

07738 358330 (James Mitchell)

1 Definitions and Interpretation

- 1.1.1. Company means Nauticalia Ltd or The Ferry Point Ltd or Geo.R.Dunton &Co.Limited or Lynn Lewis Ltd or any of these companies' appointed representatives.
- 1.1.2. Owner means any person, firm, company or other legal entity (other than the Company) who owns or has control of any Boat or Vehicle in the Boatyard.
- 1.1.3. Boatyard means all the land and water owned or controlled by the Company comprising its premises known as The Ferry Point, Ferry Lane, Shepperton, Middlesex, TW17 9LQ (and such other premises as the Company may own or control), including but not limited to slipways, pontoons, quay, boatyards, car parks, roadways, footpaths and other premises.
- 1.1.4. Manager means a person who is responsible for the day-to-day administration of the Boatyard on behalf of the Company.
- 1.1.5. Berth means the water space or shore space from time to time allocated to the Owner by the Company for the storage of the Boat during the Term of any Licence Agreement. Where relevant, Berths will be referred a water Berth or a shore Berth if clarification is required as to whether the Boat is moored on the water on stored on land.
- 1.1.6. Boat means any boat, vessel, craft or other marine structure (whether or not its principal propulsion shall be by wind or engine, and including its gear and equipment) which is owned or controlled by the Owner and which the Company has permitted the Owner to keep at the Boatyard.
- 1.1.7. Craft means any boat, vessel, craft or other marine structure (whether or not its principal propulsion shall be by wind or engine) other than a Boat.

- 1.1.8 Length Overall means the length overall of the Boat including davits, bowsprits, boarding ladders, sterndrives, tenders, outrives, anchors, pulpits and pushpits and any other extensions fore and aft of the Boat.
- 1.1.9 Services means the services to be provided by the Company to the Owner as set out in the Licence Agreement.
- 1.1.10 Term means the continuous period of the Licence Agreement.
- 1.1.11 Charges means the fees payable by the Owner to the Company under a Licence Agreement and/or these Terms and Conditions.
- 1.1.12 Vehicle means any vehicle or trailer owned or controlled by the Owner other than a Boat.
- 1.1.13 Licence Agreement means any agreement (whether in writing or otherwise) made between the Company and an Owner under which the Company permits the Owner to keep a Boat at the Boatyard, either afloat or ashore, or by which the Company provides a service to the Owner.
- 1.2.1 All notices shall be in writing and shall be served by post or email, addressed to the Company at its registered office and to the Owner at his last known address or if a company at its registered office. Service by email in either case may be affected by sending the email to the recipient's last known email address.
- 1.2.2 Any waiver by the Company of any breach of the Licence Agreement or these Terms and Conditions by the Owner shall not constitute a waiver of any other breach nor shall any delay or omission of the Company to exercise any rights arising from any breach by the Owner affect or impair the Company's rights in respect of such breach or any other breach of any kind.
- 1.2.3 No failure by the Company to exercise any power given to it hereunder or to insist upon strict compliance by the Owner with any obligation hereunder shall constitute any waiver of any of the Company's rights under this Agreement.
- 1.2.4 Words importing the masculine gender also include the neuter and feminine gender and words importing the singular number include also the plural number and where there are two or more parties or persons included in the term Owner, the undertakings expressed to be made by the Owner shall be deemed to be made by those parties or persons jointly and severally.
- 1.2.5 If the Company is unable to perform any of its obligations by reason of fire, explosion, riot, malicious damage, theft, storm, flood or any other act omission or state of affairs beyond its control, the Company shall be relieved of its obligations under the Licence Agreement to the extent that the fulfilment of such obligations is prevented, frustrated, impeded or delayed as a consequence of any such event.

- 1.2.6 All headings are for identification only and shall not form any part of or affect the interpretation of any clause.
- 1.2.7 Time shall be of the essence in each provision of the Licence Agreement, whereby something is required to be done on or by a specified day or date or within a specified period of time.
- 1.2.8 These Terms and Conditions (or any substitution or amendment of them) shall apply at all times to any Licence Agreement. Even if the Owner has not signed the Licence Agreement the Owner shall be deemed to have accepted the terms of the Licence Agreement and these Terms and Conditions by keeping a Boat at the Boatyard.
- 1.2.9 The Licence Agreement is subject to and governed by the laws of England and Wales and any dispute arising from this agreement shall be submitted to the exclusive jurisdiction of the Courts of England and Wales.
- 1.2.10 The Published Rate/Rates means the rates shown at <https://www.nauticalia-marine-services.co.uk/>

2 Management

- 2.1 The Owner shall comply with all reasonable instructions given by the Company or a Manager in connection with all matters relating to the safe and efficient operation of the Boatyard.
- 2.2 The Owner shall provide the Manager with their current correspondence address, email and telephone contact details, and notify them promptly of any changes. This information will be used and retained by the Company in accordance with the General Data Protection Regulation.
- 2.3 The Company and the Owner expressly agree that it is not the intention of the parties to create any relationship of Landlord and Tenant and that the Licence Agreement is personal to the Owner and may not be assigned or transferred to anyone else. The Owner shall not lend or seek to lend or transfer the Berth to any other person. The Licence Agreement relates to the particular Boat described in the Licence Agreement, or to any replacement Boat which the Company has permitted the Owner to keep at the Boatyard. The Owner shall not himself place, nor encourage or permit any other person to place, a Craft other than the Boat in the Berth.
- 2.4 The Owner may only replace the Boat during the Term with another Boat after obtaining the Company's prior written approval, which will not be unreasonably withheld. The Company may vary the terms of the Licence Agreement (including the Berth and/or the Charges) to take account of any change in the Boat.

- 2.5 Any items left secured to Company property may have the locks cut and the item/s removed.
- 2.6 The Company expressly reserves the right to replace or vary these Terms and Conditions from time to time in order to promote the better administration of the Boatyard in the interests of users of the Boatyard as a whole or to comply with statutes, regulations or bye-laws. The Company shall give the Owner not less than thirty days prior written notice of any such replacement or variation.
- 2.7 The Owner shall remove their Boat and/or Vehicles from the Boatyard at the request of the Company if they fail to comply with these Terms and Conditions.

3 Berth Allocation and Boat Movements

- 3.1 The Owner acknowledges and agrees that the Company shall have the right without prior notice to require the Owner to move and re-berth the Boat or shall itself have the right to move and re-berth the Boat to any new location within the Boatyard if it is in the interests of the Company or the Owner or Boatyard users or visitors to do so.
- 3.2 Nothing shall entitle the Owner to exclusive use of any particular Berth.
- 3.3 The Owner shall notify the Manager prior to his departure from the Boatyard together with the anticipated time and date of return to enable the Manager to ensure that the Berth will be available to the Owner on his return to the Boatyard.
- 3.4 The Company shall have the absolute right to allow another Craft temporarily to occupy the Berth when it is not occupied by the Boat and the Company shall not be obliged to account to the Owner for any berthing fees received.
- 3.5 The Boat shall be stored in the Berth allocated by the Company from time to time and shall not be stored elsewhere in the Boatyard without the prior written agreement of the Company.
- 3.6 If an Owner returns to their Berth and finds another Craft in that Berth, the Owner must moor the Boat as directed by the Company.

4 Safety

- 4.1 The Boat shall be berthed by the Owner in such a manner and in such location as the Company may require. No Boat or Craft shall be anchored in the Boatyard nor moored in such a way as to cause any obstruction to the Company or any other user of the Boatyard.
- 4.2 Boats shall only be moored to bollards and equipment designated for such purpose and in such a manner and within Berths or such other position as the Company may reasonably require. Unless otherwise agreed all necessary warps and fenders shall be

provided by the Owner and the Owner expressly undertakes and agrees to ensure that the Boat is properly and safely secured and attached to the bank, pontoon or post provided at all times. In particular, it is the responsibility of the Owner to check the security of warps and fenders and to replace them when necessary.

- 4.3 No Boat shall be made fast to any other Boat or Craft within the Boatyard without the prior written consent of the Company and the owner or person in charge of the other Boat or Craft.
- 4.4 The Owner shall navigate and control the Boat at all times in a seamanlike manner so as not to cause wash and not to cause danger damage or inconvenience to any other person or boat.
- 4.5 The Owner is responsible for the safe operation of the Boat, and at no point should the Owner carry out actions that exceed his own competency. While in the Boatyard, Owners must proceed and navigate with due care, at all times relying on good seamanship, paying attention to all navigational signs, signals and directions as authorised by the Manager.
- 4.6 The Owner at all times shall strictly observe and perform all statutes, rules, regulations and bye-laws affecting the Boatyard.
- 4.7 The Company shall have the right to board, enter (by force if necessary), move, moor or reberth any Boat, Vehicle, gear, equipment or other property of the Owner at the Boatyard at any time for reasons of safety, security or emergency or to prevent or stop a nuisance or criminal offence, or carry out any emergency work on the Boat without prior notice to the Owner if in the Company's opinion such work be necessary for the safety of the Boat or the safety and or convenience of other users or visitors of the Boatyard. The Owner shall pay the Company's reasonable charges for such work.
- 4.8 No dangerous, inflammable, poisonous or noxious substances, spirits, oil or petrol or other inflammable fluid shall be brought into the Boatyard or stored on the Boat except in properly secured containers expressly designed to contain such substances to prevent leakage.
- 4.9 The Owner is responsible for conducting regular inspections of any gas appliances on the Boat. The Company recommends that an annual inspection is carried out by a qualified gas engineer.
- 4.10 The Owner shall ensure that all portable fuel tanks and spare fuel containers are clearly marked with the fuel type.
- 4.11 The Owner shall take all necessary and reasonable precautions against the outbreak of fire in or upon the Boat. The Owner shall provide at least one fire extinguisher in or upon the Boat suitable for the type of engines, fuel and equipment relating to the Boat and of a kind which shall be approved by the appropriate Government Department.



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- Such extinguisher shall at all times be kept instantly ready for use and in good and efficient working order.
- 4.12 No parts of the Boat or other equipment, dinghies, gear, fittings, supplies, stores or similar items shall be stored or left upon the pontoons, jetties, car parks or otherwise within the Boatyard without the prior written consent of the Company which consent may be granted or refused by the Company in its absolute discretion.
- 4.13 The Boatyard presents slip and trip hazards from ropes, cables, wet surfaces, tools, materials, refuse and other general items lying about and the owner enters at their own risk accepting responsibility for their own actions.
- 4.14 The Owner will make any guests who they permit to enter Boatyard aware that they do so at their own risk accepting responsibility for their own actions and that they must make sufficient allowance for the hazards associated with boatyards, moorings and boat storage/working areas.
- 4.15 Children under the age of sixteen are not permitted to enter Boatyard.
- 4.16 The appearance and safety of the Boatyard is of paramount importance for aesthetic and safety reasons and the owner must keep the area under and around a Boat clear and tidy at all times when on a shore Berth. The Company will notify the Owner in writing should the appearance of the area under and around a Boat become untidy or need attention and the Owner will then have seven days to clear and tidy the area. If the Owner has not cleared and tidied the area under and around a Boat after seven days, the Company will carry out this work, which will be charged to the Owner at the Published Hourly Rate.
- 4.17 The Boatyard contains wooden boats and combustible materials as well as flammable oils, fuels and chemicals. The Owner is not allowed to cut metal with grinders or carry out any activity that produces sparks without first agreeing this with the Company. The company reserves the right to charge a one-off fee for the permit for this work, which will be charged at the equivalent to two times the published quarter rate per meter for the Berth (i.e. if the rate per meter per quarter is £80, the Owner will be charged £160). Please note that permission for this activity will be conditional on the Owner erecting fire retardant sheeting around the working area, including the ground, and providing suitable fire extinguishers.
- 4.18 The Owner is not allowed to carry out welding or any activity that involves a naked flame without first agreeing this with the Company. and providing suitable fire extinguishers. The company reserves the right to charge a one-off fee for the permit for this work, which will be charged at the equivalent to two times the published quarter rate per meter for the Berth (i.e. if the rate per meter per quarter is £80, the Owner will be charged £160). Please note that permission for this activity will be conditional on the Owner erecting fire retardant sheeting around the working area, including the ground, and providing suitable fire extinguishers.



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- 4.19 The Customer is not allowed to carry out any sandblasting works to a Boat under any circumstances while it is in the Boatyard.
- 4.20 The Boatyard not permanently manned and supervised by the Company and the Owner is responsible for their own First Aid and emergency procedures at all times.
- 4.21 The Owner may not use a Calor Gas Heater or any type of naked flame or solid fuel burning stoves when a Boat is on a shore Berth.
- 4.22 The Company may turn off the power to the shore Berth sockets over from 18.00 to 08.00 for safety reasons at their absolute discretion.

5 Keys

- 5.1 The Owner shall deposit keys with the Manager giving full access to the interior and lockers of the Boat, including engine keys and trailer lock keys. These keys may be used by the Company to enter or to move a Boat if requested by the Owner or if the Company believes that it is necessary or desirable so to do.

6 Environment

- 6.1 The Owner shall ensure that the Boat is properly maintained so as to minimise emissions and the risk of fuel or oil leakages.
- 6.2 The Owner will use suitable absorbents, rather than chemicals or detergents to deal with on board fuel or oil spillages
- 6.3 The Owner shall ensure that, if a Boat is powered by an outboard engine(s), the Boat is equipped with a supply of absorbing material for use in the event of a spillage on board. If a Boat is powered by an inboard engine, the Owner shall ensure that the Boat is fitted with internal arrangements such as drip trays, bulkheads, bilge water filters or such other equipment effective in preventing the escape of oil from the bilges into the river. The Owner must not pump oil or oily bilge water from a Boat into the water.
- 6.4 The Owner undertakes and agrees that no refuse shall be thrown overboard or left on the pontoon, jetties or any other parts of the Boatyard and shall be disposed of only in skips/receptacles provided by the Company (in line with the terms And conditions that relate to refuse) or removed entirely from the Boatyard. The Owner further undertakes that in no circumstances shall oil, petrol, tar, paint, sewage and any other similar noxious substances be discharged into the river or elsewhere in the Boatyard.
- 6.5 The Owner must prevent any battery acid, oils, fuels, chemicals, paints and other such substances from contaminating the Company's land. The Owner will protect the land while working with these substances and dispose of items used to protect the land away from the Boatyard in a safe and secure manner in accordance with COSHH policies.

Any accidental spills of these substances onto the Company's land must be cleared up immediately by the Owner and steps taken to neutralise the contamination. If the Owner does not clear up accidental spills immediately, the Company will carry out this work and the Owner shall pay the Company's reasonable charges for such work.

- 6.6 There are no facilities on the Company's land to dispose of any batteries, oils, fuels, chemicals, paints, tyres and other such hazardous waste. Any hazardous waste resulting from work on any Boat, gear, equipment or other goods whilst at the Boatyard must be disposed of away from the Boatyard in a safe and secure manner in accordance with COSHH policies.
- 6.7 It is strongly recommended that antifouling is not rubbed down whilst the Boat is in the water.

7 Animals

- 7.1 Animals may only be brought into the Boatyard provided that they are at all times kept under the close control of the Owner (including dogs being kept on a lead) and do not cause a nuisance, annoyance or inconvenience to the Company or to other users of the Boatyard (including noise, fouling of areas or otherwise). Owners must clean up after their animals and if they do not they shall pay the Company's reasonable charges for doing this.
- 7.2 Animals should not be left unattended in Vehicles at the Boatyard. The Company reserves the right to gain entry into any Vehicle if animals are found contained therein and to call the RSPCA or other relevant authority if an animal is in distress, out of control or posing a threat at the Boatyard.

8 Vehicles and Parking

- 8.1 All Vehicles are parked at the Owner's risk. Vehicles must be parked within the designated areas and not so as to cause an obstruction.
- 8.2 The Owner will park as directed by the Company and, subject to availability, may only park in the area shaded yellow on the plans below during the week and the area shaded green on the plans below at weekends. There is limited parking in the Boatyard and the Owner may need to park in the public parking along Ferry Lane and by Shepperton lock at times.
- 8.3 The Owner must never park on the Company's land set aside for parking adjacent to and along Ferry Lane.
- 8.4 The Owner is only permitted to park one vehicle in the Boatyard as any one time, subject to availability.



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- 8.5 The Owner must park in the Boatyard considerately and must not block any other vehicles in or restrict other vehicles access.
- 8.6 The Owner may not work on Vehicles while they are located in the Boatyard except to carry out emergency repairs due to a breakdown.
- 8.7 The Owner may not wash Vehicles while they are located on the Boatyard.
- 8.8 The Owner may not leave Vehicles parked in the Boatyard if the Customer is not on site unless this is agreed with the Company in advance, in which case the Owner will be required to leave their Vehicle keys with the Company in case the Vehicles needs to be moved.
- 8.9 The Owner shall procure that in no circumstances shall any Vehicle be parked to obstruct the pontoons, roadways, slipways, platforms or any other working areas within the Boatyard. The Company reserves the right to remove any Vehicle by towing or otherwise if the parking of the Vehicle may interfere for any reason with the commercial activities or the convenience of users of the Boatyard or may have an adverse safety or environmental effect. The Company reserves the right to charge the Owner for the reasonable costs incurred in moving or storing any Vehicle.
- 8.10 Unless otherwise agreed in writing by the Company, the Owner shall ensure that any Vehicle parked is registered with the DVLA, has valid road tax, has a current MOT certificate (if required), is insured, roadworthy and complies with all relevant laws. The Company reserves the right not to accept, or to remove and dispose of a Vehicle if the Company has reasonable grounds to believe the Vehicle does not comply with these requirements. The Owner shall indemnify the Company against any reasonable costs incurred in the removal and disposal of the Vehicle.
- 8.11 No tent, caravan (motor or trailer) or other Vehicle adapted or designed for sleeping may remain in any part of the Boatyard without the prior written consent of the Company.
- 8.12 The Company reserves the right, in the event that the alarm installed to any Vehicle parked within the Boatyard activates and remains sounding without the Owner deactivating it within a period of 2 hours, to engage an engineer to deactivate the alarm. In such case the Owner shall indemnify the Company from the costs incurred and acknowledges that the deactivation of the alarm is undertaken exclusively at the Owner's risk. The Company will endeavour, but shall not be obliged, to contact the Owner to warn that action is to be taken to deactivate any alarm.

9 Living Onboard and Staying Overnight

- 9.1 The Owner must not use or permit any Boat to be used on a water Berth for residential purposes. For the avoidance of doubt, a Boat shall be regarded as being used for

residential purposes if, amongst other things, the Owner or anyone else with the Owner's knowledge:

- i. uses the Boat as his principal or main place of residence; or
- ii. stays on board the Boat in excess of an average of three nights per week over a twelve week period; or
- iii. uses the Company's offices at the Boatyard as his mailing address.

9.2 The Owner is not permitted to stay on a Boat overnight while on a shore Berth without the written permission of the Company. As a general rule permission will only be given by the Company if the Owner is able to demonstrate that they have adequate facilities for overnight stays and has a working smoke detection system on their Boat long with an adequate means of escape in an emergency.

10 Name and Condition of Boats

10.1 The Boat and any dinghies, tenders, trailers and cradles shall be clearly marked with the name of the Boat. Any other equipment which is not stored securely in the Boat shall also be clearly marked with the name of the Boat.

10.2 The Owner shall maintain the Boat on a water Berth in good, clean and seaworthy condition and ensure that the Boat is able to proceed under its own power at all times and the Company may require the Owner to obtain a report prepared by a qualified professional surveyor (at the Owner's expense) to satisfy the Company that the Boat is capable of self-propelled movement, is structurally sound and poses no threat to safety or safe navigation within the Boatyard. Any such request will be in writing and will give reasonable notice to the Owner. If the Owner then fails to obtain such a report the Company may engage a professional surveyor itself to prepare the report, and any costs incurred in this will be recharged to the Owner.

11 Insurance

11.1 The Owner must comprehensively insure his Boat and Vehicles against loss or damage however caused, which insurance must include cover for liability to third parties (including public liability and where relevant employer's liability) in respect of himself and each of his Vehicles or Boats, his crew for the time being, and his agents, servants, visitors, guests and subcontractors in a sum of not less than £3,000,000 in respect of each accident or damage and must maintain in respect of each Boat adequate removal of wreck insurance of at least £50,000 when on a water Berth.

11.2 The Owner shall not cancel surrender or materially alter the terms of such insurance policy without the prior written consent of the Company which consent will not be unreasonably withheld.

11.3 The Owner will furnish the Company with legible copies of the current insurance certificate and policy of insurance on completing an application form or as soon as



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- practical after completion of an application form but prior to the Boat being berthed at the Boatyard, and no less than once a year thereafter on 1 April each and every year.
- 11.4 The Owner will provide the Company with a copy of their insurance within seven days of a request by the Company to do so, which may be at any time during the Licence Agreement.
- 11.5 In the event that the Owner does not provide with a copy of their insurance within seven days of a request by the Company, they must cease all work on a Boat until such time that they have provided a copy of their insurance.
- 11.6 The Owner will provide the Company with a copy of their insurance at least seven days before a Boat is due to be moved or lifted by the Company.
- 11.7 In the event that the Owner does not provide a copy of their insurance detailing wreck removal cover while it is on a water Berth, the Owner agrees that the Company may move the Boat to a shore Berth should the Company consider the Boat at risk of sinking and the Owner shall pay the Company's reasonable charges for such work. While the Boat is on a shore Berth both the shore and water Berths allocated to the Owner shall be paid for by the Owner at the Published Rates until such time as a copy of their insurance detailing wreck removal cover is provided to the Company, at which point the Company will move the Boat back to the water Berth and the Owner shall pay the Company's reasonable charges for such work.
- 11.8 In the event that the Owner has not provided a copy of their insurance fourteen days after a request to do so by the Company, they will pay a charge equivalent to the weekly storage rate for the Berth plus 50% until a copy of insurance is provided or the Boat is removed from the Berth and Boatyard (all other terms of the Licence Agreement remaining in place). This Clause 11.8 will not be evoked in addition to Clause 11.7.
- 11.9 The Company will not launch a Boat without the Owner having first provided proof that the Boat has insurance.

Please note: the Company can provide details of a recommended insurer should the Owner require this.

12 Sale of Boats

- 12.1 Unless otherwise agreed in writing, the Owner shall be permitted to arrange a private sale of not more than one Boat (such Boat usually being berthed at the Boatyard) during any one or more periods of six consecutive months of the Licence Agreement granted to him. A private sale shall be deemed to be any sale that is not made in the course of a trade or business. In the event of such a private sale the Owner must be present at all times during which the Boat is to be viewed, and the Owner is not permitted to display a "For Sale" notice on the Boat in or on the Boatyard.



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- 12.2 Upon sale of a Boat, the Owner must immediately notify the Company in writing of the name and address of the buyer. The Company will charge the Owner a one-off fee to put a new Licence Agreement in place for a buyer, if this is a requirement, which must be paid by the Owner prior to the sale of a Boat completing and will be the equivalent to 2 times the published quarter rate per meter for the Berth where the vessel is located (i.e. if the rate per meter per quarter is £80, the Owner will be charged £160). The Owner will remain responsible for all charges (even if they have served four weeks notice to end the Agreement under point 18.1) until such time as the new owner has a Licence Agreement in their name and has paid for a quarters' charge in advance or until such time as a Boat has been removed from the Boatyard. A new Licence Agreement will only be put in place in the name of the buyer on written confirmation from the Owner that ownership has changed and will be at absolute discretion of the Company and the buyer may be subject to credit or other checks.
- 12.3 The Owner has no rights to transfer the Berth occupied by the Boat to the new owner without written consent of the Company.
- 12.4 The Company sometimes receive enquiries from members of the public or businesses asking if Boats in the Boatyard are for sale and asking for the Owner's details. The Company will always tell people that a Boat is not for sale and will not give out Owner's details or take enquirer's details to pass on to Owners.

13 Commercial Activities

- 13.1 Except with the Company's written consent (which may be withheld at its sole discretion), no part of the Boatyard or any Boat or Vehicle kept in or on the Boatyard may be used by the Owner for any commercial purpose, including hiring, embarkation or disembarkation of charter parties, sale or demonstration of sale or hire of the Boat provided that the occasional use of the Boat by a personal friend of the Owner's on payment to the Owner of a contribution towards the actual running costs of the said Boat shall not be deemed a commercial purpose. The Owner must upon request by the Company supply to it full details in writing of all such use under the proviso to this condition.
- 13.2 At no time should a Boat be hired out, rented to, or used by third parties for any accommodation purposes without the Company's prior written consent. The Company reserves the right to withdraw such consent at any time and for any reason.

14 Work on Boats

- 14.1 The Owner must ensure that any work carried out to a Boat in the Boatyard is executed in a safe, workmanlike and tidy manner and does not cause a nuisance or annoyance to others, or damage to any boat, pontoons or Boatyard equipment. Tools and equipment must not be placed or left on any part of the Boatyard. The Owner must not spill liquids on or into the Boatyard. Waste materials must be removed by the Owner after completing work on a Boat. Where appropriate, the Company will charge the Owner for



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- removing any tools, equipment or waste materials and for making good any damage to the Boatyard or boats or vehicles in the Boatyard.
- 14.2 Contractors engaged by the Owner to carry out significant works on a Boat must obtain a permit to work from the Company prior to commencing work. All contractors must report to the Boatyard office, sign and adhere to the relevant Boatyard's Contractors' Protocol, and provide an up to date insurance certificate, specific to the work being undertaken, which must include Public Liability to the value of no less than £3,000,000. Dependent on the nature of the works, contractors will need provide the Company with risk assessments and method statements before a permit to work will be issued.
- 14.3 The Company reserves the right to charge the Owner a one-off fee to issue a permit of work for a contractor, which will be the equivalent to the 50% of published quarter rate per meter for the Berth where the Boat is located (i.e. if the rate per meter per quarter is £80, the Owner will be charged £40). Please note that a new permit will need to be issued and paid for if the Contractors carries out further works not originally advised to the Company.
- 14.4 Neither the Owner nor his agent shall be permitted to construct or complete the construction of any boat within the Boatyard without the prior written consent of the Company which consent may be granted or refused by the Company in its absolute discretion.

15 Nuisance

- 15.1 The Owner shall not do or cause, suffer or permit to be done at the Boatyard any act or thing which does or may cause a nuisance, annoyance, damage or inconvenience to the Company, other users of the Boatyard or residents living near to the Boatyard.
- 15.2 The Owner further undertakes and agrees on behalf of himself, his family and any visitors using the Boat and Boatyard facilities that they shall behave in a considerate manner and in such a way as not to cause any nuisance, annoyance or inconvenience to the Company or to any other users of the Boatyard.
- 15.3 The Owner shall not cause (or permit to be caused) any obstruction on any of the access roads, pontoons, passageways, car parks or boat parks of the Boatyard.
- 15.4 The Owner shall not operate or permit to be operated within the Boatyard any engine generator other machinery radio or any apparatus so as to cause any nuisance annoyance or inconvenience to other users of the Boatyard or any person residing in the vicinity of the Boatyard.
- 15.5 The Owner shall ensure that at all times halyards flags banners and other items attached to the Boat shall be secured so as not to cause any noise, nuisance, annoyance or inconvenience to other Boatyard users or local residents.

15.6 The Owner shall not erect any washing line on the Boat or within the Boatyard or allow any washing to be displayed on the exterior of the Boat.

16 Supply of Utilities and Services

16.1 The Owner will use the Boatyard mains water taps as directed by the Company subject the following conditions.

16.1.1 There is no additional charge made for water but the Owner must restrict their water consumption to no more than approximately 4 buckets (60 litres) a day.

16.1.2 The Owner may not use a hose to wash their Boat or anything else without the prior agreement of the Company. A one-off fee for this use will be charged at the equivalent to 10% of the published quarter rate per meter for the Berth (i.e. if the rate per meter per quarter is £80, the Owner will be charged £8).

16.1.3 The Owner may not use a pressure washer to wash their Boat or anything else without the prior agreement of the Company. A one-off fee for this use will be charged at the equivalent to 10% of the published quarter rate per meter for the Berth (i.e. if the rate per meter per quarter is £80, the Owner will be charged £8).

16.2 Electricity (where applicable) is provided subject to the following terms and conditions:

16.2.1 Electricity is a separate agreement between the Company and Owner and will incur an additional charge at the Published Rates.

16.2.2 The amps available for shore Berths is limited and Owners must restrict their maximum short period draw to 13 amps and trickle draw to 3 amps.

16.2.3 The amps available for water Berths is limited and Customers must restrict their maximum short period draw to draw to 6 amps.

16.2.4 Owners may not use the electric supply for electric heaters.

17 Lifting and other services

17.1 The terms and conditions in this paragraph apply to the lifting of Boats, storage of boats at onshore Berths and other services at the Boatyard.

17.2 Payment of yard services must be made in full at the time of booking or a minimum of 3 days prior to the initial service. Any additional services are to be paid prior to relaunch. The Company reserves the right to cancel any unpaid service.



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- 17.3 Owners must ensure that all sails, awnings and spray hoods are removed prior to lift out.
- 17.4 Once a Boat is ashore the boat stands, cradle arms or boat supports must not be tampered with in any way. These can only be altered by Company staff.
- 17.5 Excessively fouled Boats may be subject to additional charges.
- 17.6 Altered lift/launch dates are subject to availability and may incur additional charges . Should the Owner fail to arrive on 'owner present lifts' the lift may be re-booked (subject to availability) and additional charges may apply.
- 17.7 The Owner must ensure that the Boat is watertight prior to launch.
- 17.8 Owners of non-production or light displacement Boats or Boats with underwater appendages must declare to the Company all necessary information which is specific to their Boat when requesting lift and storage ashore.
- 17.9 Cradles, stands and supports will be provided by the Company. Cradles supplied by the Owner may not be used without the Company's prior written permission.
- 17.10 Boats may be held on the slipway for inspection, survey or works for a maximum of two days. After two days the Company may move the boat to a shore Berth and charge the owner for the cost of moving the boat plus the charge for the Berth at the weekly Published Rate with a minimum charge of one week. The Owner will need to pay all charges along with the lift-in charge before the Company will relaunch the Boat.
- 17.11 There is no way for the Company to know how strong the hull of a wooden boat is. The Company will slip wooded boats but on the strict understanding that the Company is not responsible for a Boat sinking or for any damage caused to the Boat while it is being lifted, slipped, moved or blocked. The Owner will need to inform their insurers before a wooden Boat is lifted, slipped, moved or blocked of their intention to do this and must fully satisfy themselves that their insurers will cover any damage caused to the Boat as well as the cost of wreck removal should it sink. Before a wooden boat is lifted out or relaunched the Company will need written confirmation from the Boat's insurer that they will cover the cost of wreck removal if the boat is damaged and sinks while being lifted or slipped.
- 17.12 The Company provides a free ferry service to Owners and up to 7 guests whose boats are berthed on midstream moorings (river conditions permitting). This is limited to one trip to their Boat and one trip back from their Boat each week. This service will only be provided during the hours that the pedestrian ferry to Weybridge is operating, which can be found here: www.nauticalia-marine-services.co.uk. Owners will need to make sure they have a phone with them to call the boatyard office to arrange to be picked up from their Boat during ferry operating hours. Additional trips will be charged at the same rate as the pedestrian ferry per passenger.



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- 17.13 The Owner is not permitted to carry out maintenance or any type of work to the Boat while it is are moored on a midstream mooring and these moorings are for storage only.
- 17.14 The Owner may hold the Boat on the Boatyard slipway water for a maximum of 4 hours after it has been launched to check for leaks. After 4 hours have passed, the Owner will either move the Boat away from the Boatyard slipway water or will arrange for the Company to lift the boat back out onto the land; in this instance, and depending on other Boatyard activity, it may or may not be possible to leave the Boat on the slipway land for repairs and, if it is not, the Boat will need be to be moved away from the slipway by the Company and blocked. The Owner will pay to the Company all charges in connection with lifting the Boat out prior to the work being carried out by the Company.

18 Payments and Power of Sale

- 18.1 All invoices issued by the Company must be paid in full within seven days of receipt (unless stated otherwise).
- 18.2 All Berth must be paid in advance of the period to which they relate.
- 18.3 Charges are based on the recorded Boat length overall. Any changes or corrections of the Boat length must be notified to the Boatyard office and additional Charges may be made. The Company reserves the right to measure all Boats to verify length overall.
- 18.4 The Charges due under the Licence Agreement are payable irrespective of whether the Berth is occupied or not. No refunds will be made by the Company to the Owner for any period during the Licence Agreement where the Berth is not occupied.
- 18.5 The Owner, when permanently removing a Boat from the Boatyard, shall ensure that any and all invoices are paid in full before the Boat is moved.
- 18.6 If the Owner fails to pay any sum due to the Company within the specified time limit, then without prejudice to any other right or remedy it may have, the Company may:
- 18.6.1 Suspend provision of Services to the Owner;
 - 18.6.2 Charge the Owner interest calculated at the rate of eight per cent (8%) per week or part of a week at for which there is any sum due but not paid from the Owner to the Company as well as after as before judgment;
 - 18.6.3 Allocate any payment made by the Owner as the Company sees fit;.
 - 18.6.4 Exercise a general lien over any Boat, Vehicle or other property of the Owner within the Boatyard until such time as any sums due to the Company (including interest and the Company's costs in enforcing the

general lien and obtaining from the Owner payment of any sum due to the Company under the Licence Agreement), are paid;

- 18.6.5 Subject to clause 18.7 retain possession of any Boat, Vehicle or other property of the Owner pending payment of all sums due to the Company, including any interest that may be due on late payments;
- 18.6.6 Sell the Boat, Vehicle or other property of the Owner. All Boats, Vehicles and any other property of the Owner left at the Boatyard are subject to the Torts (Interference with Goods) Act 1977 which confers on the Company a right of sale of such property. Such sale will not take place until the Company has given written notice to the Owner in accordance with that Act;
- 18.6.7 Arrest a Boat through the Admiralty Court to recover a debt or damages. Any costs involved in any legal action will be recovered from the Owner.

18.7 The Owner shall at any time be entitled to remove the Boat, Vehicle or other property upon providing proper security, for example a letter of guarantee from a Bank or a cash deposit, sufficient to cover the debt with interest and, where the debt is contested, a reasonable provision for the Company's actual or prospective legal costs.

19 Termination of Licence Agreement

19.1 Four weeks notice in writing may be given by either the Company or the Owner to end the Licence Agreement and a refund will be issued within 30 days of the Agreement ending should any monies be due to the Owner.

19.2 The Company may terminate the Licence Agreement (without prejudice to any other rights it may have in respect of breaches by the Owner of the terms of the Licence Agreement and/or the Boatyard rules and regulations) in the following manner in the event of any breach by the Owner of any of the terms of the Licence Agreement:

19.2.1 If the breach is one that is capable of remedy, the Company may serve notice on the Owner specifying the breach and requiring him to remedy the breach within a reasonable time specified by the Company. If the breach is serious, or in the opinion of the Company or a Manager poses an immediate risk or threat to the health, safety or welfare of any person or property, the time specified for remedy may be immediate or extremely short.

19.2.2 If the Owner fails to remedy the breach within the specified time, or if the breach is not capable of remedy, the Company may serve notice on the Owner terminating the Licence Agreement immediately.



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- 19.3 The Company may terminate the Licence Agreement immediately if the Owner sells or otherwise disposes of the Boat without following the provisions of Clause 12.
- 19.4 Upon termination of the Licence Agreement the Owner shall remove the Boat and any other property belonging to him from the Boatyard within fourteen days. If the Owner fails to remove such property by that date the Company may remove the property from the Boatyard and locate it elsewhere and/or may exercise its right of sale pursuant to the Torts (Interference with Goods) Act 1977 after giving written notice to the Owner. The Owner shall pay any storage removal and all other charges reasonably incurred by the Company in relation to the storage, removal and/or disposal of any such property, including alternative berthing fees and legal costs.
- 19.5 If the Owner fails to remove any Boat from the Boatyard following the termination of the Licence Agreement, a charge equivalent to the weekly storage rate for the Berth will be payable until the Boat is removed with all other terms of the Licence Agreement remaining in place until the Boat is removed.
- 19.6 Refunds of any sums paid by the Owner under the Licence Agreement will only be considered in exceptional and unforeseen personal circumstances.
- 19.7 At the end of the Agreement the Berth must be left clear of all of the Owner's belongings and all rubbish and must be left in a good condition. If any repairs or cleaning are required to the Berth or any facilities provided by the Company due to the Owner's activities these works will be carried out by the Company and any costs incurred in this will be recharged to the Owner.

20 Limitation of Liability and Indemnity

- 20.1 The Owner agrees to indemnify the Company against (i.e. pay for) any loss, damage or costs incurred by, and all claims or proceedings instituted against, the Company or its servants or agents which may be caused by the Boat or any Vehicle or by the Owner, the Owner's servants, agents, crew, guests, or sub-contractors except to the extent that such loss, damage, costs, claims or proceedings may be caused by an act or omission of the Company or those for whom the Company is responsible.
- 20.2 Notwithstanding anything to the contrary in the Licence Agreement the Company shall not be liable to the Owner or any third party by reason of any representation or implied warranty condition or other term or any duty at common law or under any express term of the Licence Agreement for any consequential loss or claim (whether for loss of profit enjoyment or use of the Boat or otherwise whether occasioned by negligence of the Company or its employees, agents, subcontractors or otherwise) arising out of, or in connection with any act or omission of the Company relating to the provision of the Services and/or the use of the Boatyard or its facilities, including but not limited to the pontoons, slipways, hardstanding yard, and car parks.



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- 20.3 All persons using any part of the boatyard or facilities provided thereon for whatever purpose and whether by invitation or otherwise do so at their own risk and the Company shall not be liable for any loss or damage occasioned thereby (save in the case of death or personal injury caused by or resulting from any negligent act or omission of the Company or those for whom it is responsible).
- 20.4 The Company shall not be liable for the loss, theft or any other damage of whatsoever nature caused to any Boat or Vehicle or other property (whether insured or not) belonging to the Owner or others claiming through him except to the extent that such loss, theft, or damage may be caused by an act or omission of the Company, its employees or agents. Owners are advised to remove all valuables from the Boatyard.
- 20.5 The Company shall not be liable for any loss or damage caused by any event or circumstance beyond the Company's reasonable control (such as extreme weather conditions, flooding, fire, theft, the actions of third parties not employed by them or any defect in any part of the Owner's or third party's vessel); this extends to loss or damage to vessels, gear, equipment or other goods left with the Company for repair or storage, and harm to persons entering the Boatyard or using any of the Company's facilities or equipment.
- 20.6 Where access to and from the Boatyard is via a gate or other restriction, the Company shall not be liable for loss, damage or costs of whatsoever nature suffered by the Owner as a result of the gate, or other restriction being inoperative except to the extent that such in operation may be caused by the act or omission of the Company or those for whom it is responsible.
- 20.7 No warranty or representation is expressed or implied by the Company of the suitability of the Berth for the Boat or of any berth structure gear or other facility provided under the Terms of the Licence Agreement by the Company.
- 20.8 The Company shall take all reasonable steps to maintain security at the Boatyard, and to maintain the facilities at the Boatyard in reasonably good working order. Subject to this, and in the absence of negligence or breach of duty on the part of the Company, Boats, Vehicles, gear, equipment or other property is left at the Boatyard at the Owner's own risk.
- 20.9 The Company shall not be under any duty to salvage or preserve an Owner's Boat or other property arising from any defect in the Boat or property concerned unless it has been expressly engaged to do so by the Owner on commercial terms. The Company shall further not be under any duty to salvage or preserve an Owner's Boat or other property from the consequences of an accident for which the Company is not responsible. However the Company reserves 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 it does so it shall be entitled to charge the Owner concerned on a normal commercial charging basis and, where appropriate, to claim a salvage reward.



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20.10 The Company accepts no liability for any damage caused to wooden boats while they are being lifted, slipped, moved or blocked.

21 AUTHORITY

21.1 Nauticalia Ltd are authorised by the Company to act on their behalf in relation to all matters.

22 PRICE REVIEWS

22.1 Charge rates increase annual on 1 April and new rates will be published at:
<https://www.nauticalia-marine-services.co.uk/>

23 BOAT SAFETY CERTIFICATE AND ENVIRONMENT AGENCY LICENCES

23.1 At all times while the Boat is on a water Berth the Owner will hold a valid Boat Safety Certificate for the Boat and will provide the Company with a copy of the certificate within seven days of a request by the Company to do so, which may be at any time during the Licence Agreement.

23.2 At all times while a Boat is on a water Berth the Owner will hold and display on their Boat a valid Environment Agency Licence.

23.3 The Company will not launch any Boat without the Owner first providing proof that the Boat has a valid Boat Safety Certificate and a valid Environment Agency Licence or a Visitors Licence if the Boat is going to another boatyard or waterway.

24 REFUSE AND SKIPS

24.1 The Company's skip may be used for the disposal of general refuse only and the Owner may only dispose of the equivalent to one 90 litre black bag of refuse into the skip each fortnight. No metal or bulky waste may be put in the skip.

24.2 The Owner may leave up to a maximum of two cardboard boxes in the cardboard box cage for recycling every fortnight. All cardboard boxes must be broken and stacked flat in the cage.

24.3 The Owner must dispose of all other rubbish away from the Boatyard at a licenced refuse location.

24.4 Should the Owner wish to dispose of more than one 90 litre black bag of refuse into the skip each fortnight, they will first agree this with the Company and an additional charge will be made for this service at the rate the Company is charged for the skip plus 50%.

24.5 Should the Owner wish to place a skip in the Boatyard to dispose of refuse, they will first agree this with the Company and an additional charge will be made for placing the

skip at the equivalent rate to the weekly Published Rate for a shore Berth with a minimum period charge period of one week.

25 NOISE

25.1 The Boatyard is located in a residential area and at a picturesque location which is visited by thousands of people each year. The Boatyard is suitable for Boats requiring minor works, repairs and painting and is not suitable for Boats requiring major and extensive works. Owners must be mindful of and considerate to the Operator's neighbours at all times and keep to the following:

- 25.1.1 Power tools are not to be used before 08.00 and after 18.00 from Monday to Saturday.
- 25.1.2 Noisy works are not permitted and radios may not be played before 08.00 and after 18.00 from Monday to Saturday.
- 25.1.3 Power tools are not to be used before 10.00 and after 14.00 on Sundays and Bank Holidays
- 25.1.4 Noisy works are not permitted and radios may not be played before 10.00 and after 14.00 on Sundays and Bank Holidays
- 25.1.5 Between the hours of 08.00 and after 18.00 from Monday to Saturday and between the hours of 10.00 and after 14.00 on Sundays and Bank Holidays noise from power tools, works to Boats and radios must be kept to a level that is respectful to and mindful of the location. Repetitive noise, repetitive banging and noisy activities are prohibited entirely at all times

26. SECURITY

- 26.1 The gate to the Boatyard is closed from 20.00 to 07.00. If the Owner needs to access the Boatyard during these hours they will first need to obtain the gate combination from the Company. If the Owner unlocks and opens the gate to the Boatyard between the hours of 20.00 to 07.00 they must immediately lock it again after they have passed through.
- 26.2 If the Owner sees anyone acting suspiciously at the Boatyard please contact the Company immediately.
- 26.5 If the Owner sees a crime being committed at the Boatyard please contact the Police on 999 immediately.



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PARKING AREA DURING WEEKDAYS



The Ferry Point, Ferry Lane, Shepperton-on-Thames, TW17 9LQ, England.

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PARKING AREA AT WEEKENDS



WHERE RELEVANT THE FOLLOWING STANDARD TERMS OF BUSINESS AS PUBLISHED BY THE BRITISH MARINE FEDERATION AND APPROVED BY THE RYA WILL APPLY TO ALL CONTRACTS FOR WORK AND FACILITIES OR GOODS UNDERTAKEN BY US ON OR AFTER 31 OCTOBER 2012

1 LIABILITY

1.1 We shall not be liable for any loss or damage caused by any event or circumstance beyond our reasonable control (such as extreme weather conditions, the actions of third parties not employed by us or any defect in any part of a customer's or third party's vessel); this extends to loss or damage to vessels, gear, equipment or other goods left with us for repair or storage, and harm to persons entering our premises or using any of our facilities or equipment.

1.2 We shall take all 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. Subject to this and in the absence of any negligence or other breach of duty by us vessels, gear, equipment or other goods are left with us at the customer's own risk and customers should ensure that their own personal and property insurance covers such risks.

1.3 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 shall 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 another breach of duty on our part. However we reserve the right to do so in any 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.

1.4 Customers may themselves be liable for any loss or damage caused by them, their crew or their vessels and while their vessel or other property is in our premises or is being worked on by us they shall be obliged to maintain adequate insurance, including third party liability cover for not less than £2,000,000, and, where appropriate, Employer's Liability cover in respect of an employee to at least the statutory minimum. The customer shall be obliged to produce evidence to us of such insurance within 7 days of a request to do so.

2 PRICES AND ESTIMATES

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

2.2 When we give an estimate or indication of price - in writing or orally - we will exercise skill and judgement in doing so. Such estimates are subject always 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 additional repairs or work found necessary to the vessel and/or gear or equipment during the work nor the cost of any extensions to the work comprised in the estimate.

2.3 We will inform the customer promptly of any proposed increase in estimated prices and the reasons therefore 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 DELAYS

3.1 The time 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 willful acts or omissions or from our negligence.

4 VESSEL MOVEMENTS

4.1 We reserve the right to move any vessel, gear or equipment or other goods at any time for reasons of safety, security or good management of our business and premises.

5 PAYMENT

5.1 Unless otherwise agreed between us the price of all work, goods and services shall be due immediately on invoice date.

5.2 Where a customer delays in payment for more than 30 days or withholds more than a proportionate sum against rectification of any alleged defects we reserve the right to charge interest on the outstanding amount at 4% over Barclays Bank Plc base rate.

5.3 We reserve a general right ("a general lien") to detain and hold onto a customer's vessel or other property pending payment by the customer of any sums actually due to us. We shall be entitled to charge the customer for storage and the provision of any ongoing services at our normal daily rates until actual payment (or provision of security) by the customer and removal of the vessel or property from our premises. The customer shall at any time be entitled to remove the vessel or other property upon providing proper security, for example a letter of guarantee from a Bank reasonably acceptable to us or lodgement of a cash deposit with a professional third party agent or with the British Marine Federation, sufficient to cover the debt with interest and, where the debt is contested, a reasonable provision for our prospective legal costs. This right does not affect the customer's entitlement to withhold a proportionate part of the price in respect of alleged defects but where that amount is in dispute between us the customer shall be required to provide security for the full amount pending resolution of the dispute.

5.4 Our customer's attention is drawn also to the note at Clause 9.2 of these Terms of Business regarding other rights which exist at law.

6 GUARANTEE

6.1 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 the Government's Consumer Gateway website at <http://www.consumer.gov.uk/>

6.2 Where a customer is also a consumer he has certain minimum statutory rights regarding the return of defective goods and claims for losses. These rights are not affected by these terms.

6.3 In addition to the statutory and other right 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. We shall be liable under this guarantee only for defects appearing during this 12-month period which must be promptly notified to us in writing at our trading address or registered office [set out on our letter head]. The geographical area within which this guarantee will be honoured is restricted to the [United Kingdom].

6.4 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 specialist contractors to do so. Any remedial work which is put in hand by the customer other than through ourselves in accordance with the terms of this guarantee may invalidate this guarantee in respect of such defects if we are not advised beforehand and given the opportunity to inspect and agree such work and its cost.

6.5 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:

6.5.1 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.

6.5.2 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.

6.5.3 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.

7 QUALITY STANDARDS

7.1 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.

8 ACCESS TO PREMISES/WORK ON THE VESSEL

8.1 Subject to the terms of clause 8.2 no work shall be done on the vessel, gear, equipment or other goods while on our premises without our prior written consent other than minor running repairs or minor maintenance of a routine nature by the customer, his regular crew or members of his family not causing nuisance, or annoyance to any other customer or person residing in the vicinity, or interfering with our schedule of work, nor involving access to prohibited areas.

8.2 Prior written consent will not be unreasonably withheld where:

8.2.1 The work is of a type for which we would normally employ a specialist subcontractor; or

8.2.2 The work is being carried out under warranty by the manufacturer and/or supplier of the vessel or any part of the equipment to which the warranty relates.

8.3 In every case neither the customer nor his invitees shall have access to the vessel during periods of work by us on the vessel without our prior consent, which shall not be unreasonably withheld.

9 RIGHT OF SALE

9.1 Where we accept vessels, gear equipment or other goods for repair, refit, maintenance or storage we do so subject to the provisions of the Torts (Interference with Goods) Act 1977. This act confers a Right of Sale on us in circumstances where the customer fails to collect or accept re-delivery of the goods (which includes a vessel and/or any other property). Such sale will not take place until we have given notice to the customer in accordance with the Act. For the purpose of the Act it is recorded that:

9.1.1 Goods for repair or other treatment are accepted by us 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;

9.1.2 Our obligation as custodian of goods accepted for storage ends on our notice to the customer of termination of that obligation;

9.1.3 The place for delivery and collection of goods shall be at our premises unless agreed otherwise.

9.2 Maritime Law entitles us in certain other circumstances to bring action against a vessel to recover a debt or damages. Such action may involve the arrest of the vessel through the Courts and its eventual sale by the Court. This right of arrest and sale may continue to exist against a vessel following a change of ownership. Sale of a vessel may also occur through the ordinary enforcement of a judgement debt against the Owner of a vessel or other property.

10 SUB-CONTRACTING

10.1 We may sub-contract all or part of the work entrusted to us by the customer, on terms that any such sub-contractor shall have the protection and benefit of all rights and conditions, and of all limitations and exclusions of liability, contained in these Terms of Business. Where we exercise this right we shall remain responsible to the customer for the performance of our subcontractor.

11 NOTICES

11.1 Notice to a customer shall be sufficiently served if personally given to him or if sent by first class post to the customer's last known address. Notices to us should be sent by first class post to our principal trading address or registered office.

12 LAW AND JURISDICTION

12.1 Any contract or series of contracts made subject to these terms shall be subject to and governed by English law and

12.2 In the case of Business Customers and dispute arising under them shall be submitted to the exclusive jurisdiction of the Courts of England and Wales.

12.3 In the case of customers who are consumer or who are not contracting in the course of business any dispute shall be submitted to the non-exclusive jurisdiction of the Courts of England and Wales.