

Devoran Boatyard

WINTER STORAGE CHARGES FROM 1ST SEPTEMBER 2009

Undercover	Per season	£1.25/ft/week	Compound	Per season	£0.75/ft/week
	Per month	£1.75/ft/week		Per month	£1.35/ft/week
	Per week	£3.20/ft/week		Per week	£2.20/ft/week
Mud Berths	Per season £0.35/foot/week (Season = 26 weeks)				
Dinghies	£2.00 week				

N.B Foot length = overall total length including trailers, bowsprits, rudders etc.

Charges for services excluding VAT

Haul Out	£3.00/ft
Launch	£3.00/ft
Mast unstep	£35.00 (assumes all rigging screws are de-seized)
Mast step	£35.00
Mast storage	£2.00/week
Pressure washing of hull	£1.50/ft
Labour charge	£27.50 per hour
Additional rigging work will be charged on an hourly basis @ £27.50/hour	
Electricity	metered on site
Water	metered on site
Trailer storage	£10.00/week or £140/six months period.

VAT will be charged on all services at 15%

NATIONWIDE BOAT TRANSPORTATION UP TO 3 TONS

Main conditions:

1. It is a condition of our contract that all owners fully insure their vessels throughout the lay-up period both to protect their own vessels against fire, theft, or damage, and also for third party liability (minimum liability coverage £1,000,000)
2. Only the owner and permanent crew may work on the boat. No outside contractors or personnel may be employed to work on a boat without the prior consent of the boatyard. An outside contractor charge will be made based on a half day or full day rate.
3. All outstanding bills to be settled by launch date.
4. The owner is requested to keep the area around his boat clean and tidy. Any rubbish left on site will be charged a removal fee.

Free quotations or estimates are provided on request for any of the yard services, (engineering and electrical, shipwright carpentry and joinery, painting/varnishing, rigging services, brokerage services).

All work carried out to the BMF Terms of Business - Twelfth Edition.

Devoran Boatyard

TERMS OF BUSINESS - BMF TWELTH EDITION

1. LIABILITY

A. We shall not be liable for any loss or damage caused by events or circumstances beyond our reasonable control (such as extreme weather conditions, the actions or third parties not employed by us or latent defects); this includes loss or damage to vessels, gear, equipment or other goods left with us for repair or storage, and harm to persons entering the premises and/or using facilities or equipment; customers should ensure that their own personal and property insurance covers such risks.

B. Customers may themselves be liable for any loss or damage caused by them, their crew or their vessels. Any vessel, gear equipment or other goods are left with us at the customer's own risk; the customer should maintain adequate insurance which should also cover third party liability of at least £1,000,000.

2. PRICES AND ESTIMATES

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

B. When we give an estimate or indication of price - in writing or orally - we will exercise skill and judgment 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 nor the cost of any extensions to the work comprised in the estimate.

C. We will inform the customer promptly of any proposed increase in estimated prices and the reasons therefor and will only proceed with the work with the approval of the customer. In those circumstances the customer's liability for any work already completed or goods already supplied or to be supplied shall be unaffected.

3. DELAYS

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

We reserve the right to move any vessel, gear, equipment or other goods at our discretion for reasons of safety or good management.

5. PAYMENT

A. Unless otherwise agreed in writing the price of all work, goods and services shall be due immediately on invoice date.

B. Pending receipt of payment in full without set off or deduction we reserve the right to charge interest on any sums outstanding after 30 days at 4% over Barclays Bank Plc base rate.

C. We have the right to keep hold of a vessel, its gear and equipment and any other goods on which we have worked or in respect of which we have provided provisions of any such work or services. During any such period of retention we reserve the right to continue to charge for storage, hard standing and berthing at our usual commercial rates.

6. GUARANTEE

A. Nothing in these terms affects the statutory rights of any customer who contracts with us as a consumer.

B. 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.

C. 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 costs.

D. Where we supply goods or services to a customer in the course of his business:

1. No such goods or services shall carry any express or implied term as to quality or fitness for any particular purpose unless prior to the supply the customer has sufficiently explained the purpose for which it is required and made it clear that he is relying on our skill and judgment.

2. Nor 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 customer any rights we may have against the manufacturer or importer of that article.

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

7. QUALITY STANDARDS

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

A. Subject to paragraph B of this Clause 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, nor interfering with our schedule of work, nor involving access to prohibited areas.

B. Prior written consent will not be unreasonably withheld where:

1. The work is of a type for which we would normally employ a specialist sub-contractor; or

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.

C. Notwithstanding the foregoing, during periods of work by us on the vessel, neither the customer nor his invitees shall have access to the vessel without our prior consent, which consent shall not be unreasonably withheld. In the event of such being permitted, it will be at the customer's own risk.

9. RIGHT OF SALE

A. 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 of Goods) Act 1977. The Act confers a right of sale on us in the circumstances where the customer fails to collect or accept re-delivery of the goods (which includes a vessel and/or any other property). Such a 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:

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;

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

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

B. In certain other circumstances we may be entitled to have vessels or goods sold through the Court for non-payment of invoices.

10. SUB-CONTRACTING

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.

ANCILLARY PROVISIONS

11. If any provision of these Terms of Business is deemed for any reason to be invalid, void or deleted, the Terms of Business 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.

12. Notices to a customer shall be deemed to have been sufficiently served 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.

13. 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.

Devoran Boatyard

BOOKINGS FOR WINTER STORAGE

We are now taking bookings for Winter Storage.

Should you wish to secure a booking for Winter Storage could you please fill out and return the form below at your earliest convenience together with a copy of your current insurance certificate.

BOOKING FORM

NAME	<input type="text"/>					
ADDRESS	<input type="text"/>					
	<input type="text"/>					
	<input type="text"/>					
EMAIL	<input type="text"/>					
TELEPHONE NO.	<input type="text"/>					
BOAT NAME	<input type="text"/>					
LENGTH	<input type="text"/>	MAST: YES	<input type="checkbox"/>			
		NO	<input type="checkbox"/>			
STORAGE REQUIRED	UNDERCOVER	<input type="checkbox"/>	COMPOUND	<input type="checkbox"/>	MUD	<input type="checkbox"/>
DATE IN	<input type="text"/>	ESTIMATED DATE OUT	<input type="text"/>			
I HAVE READ THE TERMS OF BUSINESS (BMF TWELFTH EDITION) AND AGREE TO THEM.						
<input type="checkbox"/>						
SIGNED	<input type="text"/>					
DATE	<input type="text"/>					

Please return to: Devoran Boatyard, Greenbank Road, Devoran, Nr Truro, Cornwall TR3 6PQ