

BARCALDINE MARINE

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 vessel and / or property are adequately insured against all risk, they should also 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. In the interest of safety and expedience, we reserve the right to move any vessel and / or gear at our discretion.
4. All persons using any part of our premises 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.
5. Our permission must be obtained for the employment of any contractor and / or persons other than the permanent crew of the Owner to undertake work on any vessel and / or gear on our premises or while afloat on any of our moorings.
6. In all cases where a contract of hire or licence to occupy any moorings, berth, 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.
7. In the event of the sale by the Owner of any vessel stored with us, it is the Owner's responsibility to notify us with the full details of the New Owner and to ensure that the New Owner accepts our Terms of Business.
8. Vessels stored at seasonal rates ashore 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 by the Owner.

Moorings are at all times subject to River and Harbour Authority Rules and Regulations.

9. Subject to the express agreement in writing to the contrary, all quotations given by us are subject to the cost of labour and materials remaining at the same level as those prevailing at the time of 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 of 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 the same to the Owner. Notice of any such rectification will be forwarded to the Owner forthwith.
13. 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 gear whether on account of storage or mooring charges, work done or otherwise shall be paid.
14. Yachts on hard standing with mast stepped must be insured under Owner's liability.
15. Masts and boats must be suitably prepared by the Owner for hoistage or craning.
16. All Contracts are subject to availability and all fees are payable in advance.
17. 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.

ALL CONTRACTS ARE SUBJECT TO THE LAW OF SCOTLAND AND THE PARTIES PROROGATE THE JURISDICTION OF THE SCOTTISH COURTS