

1. PRELIMINARY PROVISIONS AND DEFINITIONS

- 1.1 These are the Terms of Business on which we supply service and repair work. In these Terms of Business:
- “**Applicable Laws on Consumer Rights**” means all applicable laws, rules, regulations, instruments and provisions in force from time to time relating to consumer protection, including but not limited to the Consumer Rights Act 2015.
- “**Company**” means Argo Nautical Limited with company number 00829659 and whose registered office is at 6 Athena Court, Athena Drive Tachbrook Park, Warwick, Warwickshire, CV34 6RT.
- “**Consumer**” means a Customer who is considered a “consumer” under the Applicable Laws on Consumer Rights.
- “**Customer**” means the Party or Parties with whom the Company agrees to perform the Work and shall include the legal owner of any relevant Vessel.
- “**Order**” means the Customer’s order for the Work, as set out in the Customer’s order form, or the Customer’s written acceptance of the Company’s quotation.
- “**Parties**” means the Company and the Customer; each a Party and collectively the Parties.
- “**Vessel**” means any yacht, boat or other floating craft of any nature (or part thereof) entrusted to the Company for the Work to be undertaken.
- “**Work**” means the goods and services supplied by the Company to the Customer.

2. PRICES AND ESTIMATES

- 2.1 The price for the Work shall be the price set out in the Order, or if no price is stated on the Order, the price will be determined based upon the labour and materials expended and services provided in accordance with the Company’s usual tariff at the time when the Work was performed, as duly invoiced to the Customer (the “**Price**”).
- 2.2 The Company will give an estimate of the Price to carry out the work required and shall exercise reasonable skill and judgement when doing so.
- 2.3 All estimates are subject to the accuracy of information provided by the Customer, are based on a superficial examination, the assumptions we make and do not include the cost of any emergent work nor the cost of any extensions to the Work. The Company reserves its right to (a) increase the rates under its usual tariff and/or (b) subject to Clause 2.4, increase the Price for the Work.
- 2.4 The Company will inform the Customer of any proposed increase in the estimated Price, together with the reasons for such increase, and will proceed with the Work after having obtained the Customer’s approval (such approval not to be unreasonably delayed or withheld). 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 the Price.

3. PAYMENT

- 3.1 Unless otherwise agreed between the Parties in writing, payment for all Work provided shall be due immediately upon receipt by the Customer of the Company’s invoice or, if earlier, prior to the departure from our premises of the Vessel. Payment shall be deemed to have been made when the Company receives cleared funds.
- 3.2 If the Customer fails to make any payment due to the Company by the due date, the Company has the right to charge interest on the overdue amount at the rate of four percent (4%) above Bank of England base rate from time to time accruing on a daily basis from the due date until actual payment of the overdue amount.
- 3.3 The Customer shall pay all amounts due under these Terms of Business in full without any set-off whatsoever.
- 3.4 To the extent permitted by law, the Customer hereby grants to the Company a lien and a continuing security interest, and, where applicable, a maritime lien, over the Vessel as security for payment of the Price (together with any interest accrued) until full payment of the Price by the Customer.
- 3.5 The Company shall be entitled to charge the Customer for storage and the provision of any ongoing services at the Company’s normal daily rates until full payment by the Customer and removal of the Vessel from the Company’s premises.

4. DELAYS

- 4.1 Time estimates given for completion of the Work are estimates only and are given without guarantee. The Company shall not be liable for any failure or delay in the performance or completion of the Work, or for any loss or damage resulting therefrom.

5. THE VESSEL’S MOVEMENTS

- 5.1 The Company shall have the right to order such movements of the Vessel and such tests or trials it deems necessary in order to perform and determine the due completion of the Work and/or for reasons of safety, security or good management of the Company’s business and premises. The costs of such movements, trials and/or tests and/or consumables shall be borne by the Customer.

6. TITLE AND RISK

- 6.1 Risk in all goods, equipment and materials supplied by the Company shall pass to the Customer at the time of supply or when such goods, equipment or materials are assigned or affixed to the Vessel, as the case may be.
- 6.2 Title to all goods, equipment and materials supplied by the Company shall not pass to the Customer until the Company receives payment in full for the Work.

7. GUARANTEE

- 7.1 The Company guarantees that, for a period of twelve months from completion of the Work (the “**Warranty Period**”), the Work will be free of defects in material and workmanship. The Customer shall give notice in writing to the Company of any defects in material or workmanship (“**Defective Work**”) which may become apparent and shall provide the Company with sufficient evidence so as to establish the nature and extent of the Defective Work.
- 7.2 On notification by the Customer of the Defective Work, the Company will be given a reasonable opportunity to inspect the Defective Work and if it is the Company’s responsibility, the Company shall repair or re-perform the Defective Work at its discretion. Delivery of repairs or re-performance under this guarantee will be made in accordance with these Terms of Business.
- 7.3 The Customer shall, immediately after the discovery of any Defective Work, take all appropriate steps to mitigate any loss or damage and to prevent any Defective Work becoming more serious.
- 7.4 The Company shall not be liable for any Defective Work if the defect arose as a result of:
- the Customer’s failure to follow the Company’s oral or written instructions;
 - the Company following any drawing, design or specifications supplied by the Customer;
 - fair wear and tear, wilful damage, negligence or abnormal working conditions; and/or
 - changes made to ensure compliance with applicable statutory or regulatory standards.
- 7.5 Any remedial work which is put in hand by the Customer directly without first notifying the Company and allowing the Company a reasonable opportunity to inspect the Defective Work shall invalidate the guarantee provided under clause 7.1.

- 7.6 Where the Customer is not a Consumer:
- (a) these Terms of Business do not contain any express or implied term as to quality or fitness for any particular purpose unless, prior to the Work being performed, the purpose has been clearly identified in writing to the Company and the Customer has stipulated that it is relying upon the Company's skill and judgement to ensure this purpose has been met; and
 - (b) the Company accepts no liability to the Customer in respect of any loss of profit or turnover which the Customer or its customer or any other person may sustain in consequence of the failure of any faulty or unfit article supplied to the Customer by the Company.
- 7.7 The Company shall assign to the Customer any and all of its rights against the manufacturer or supplier of any particular article used in the Work or supplied to the Customer as part of the Work.

8. QUALITY STANDARDS

The Company will exercise reasonable care and skill in the performance of the Work in accordance with the provisions of these Terms of Business, the requirements of any relevant regulatory bodies and, in the absence of any other contractual term as to quality, to a satisfactory standard.

9. LIABILITY

- 9.1 The Company shall not be liable for any failure or delay in performing its obligations hereunder, or for any loss or damage, caused by or arising from events, circumstances or causes beyond its reasonable control.
- 9.2 Notwithstanding clause 9.5, the Vessel and any other property are left at the Company's premises at the Customer's own risk.
- 9.3 The Company shall not be under any duty to salvage or preserve the Vessel from the consequences of: (a) any defect in the Vessel and/or (b) an accident which has not been caused by the Company. However, the Company reserves the right to salvage or preserve the Vessel, at its sole discretion, in appropriate circumstances and in particular where the safety of people, property or the environment is at risk.
- 9.4 The Customer shall maintain, at no cost to the Company, liability insurance providing cover for any loss or damage for which the Customer may be liable under these Terms of Business (including third party liability cover and, where appropriate, employer's liability cover in respect of any of its employees).
- 9.5 The Company shall maintain, at no cost to the Customer, liability insurance for such loss or damage for which the Company may be held liable under these Terms of Business.
- 9.6 Each Party shall produce copies of insurance policies as evidence of cover, immediately (and in any case within seven days) upon request by the other Party.
- 9.7 Nothing in this Agreement excludes or limits either Party's liability for death or personal injury caused by that Party's (or its employees', agents' or sub-contractors') negligence or for fraud or fraudulent misrepresentation.
- 9.8 Subject to clause 9.7, the Company shall under no circumstances whatsoever, be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit or any indirect or consequential loss arising under or in connection with these Terms of Business.

10. ACCESS TO PREMISES / WORK

- 10.1 No work or services shall be carried out by the Customer or any parent or associated company and/or firm, as well as any authorised member, agent, employee, contractor or representative of the Customer (**Authorised Representatives**) on the Vessel whilst it is in the custody or control of the Company at the Company's premises without the Company's prior written consent except for minor running repairs or minor maintenance of a routine nature. The Company's consent may be revoked with immediate effect at any time.
- 10.2 The Customer and its Authorised Representatives are subject to the Company's health and safety, environmental and access policies and shall further be obliged to comply with all laws and regulations relating to environmental protection and safety. The Customer shall indemnify the Company for any loss or damage arising from any breach by the Customer or its Authorised Representatives of this clause 10.2.
- 10.3 The Customer is responsible for any damage or loss caused directly or indirectly from any breach of its obligations under these Terms of Business.
- 10.4 If Customer breaches these terms and conditions, the Company shall be entitled to terminate the Work and all amounts owing for such Work shall become immediately due and payable.
- 10.5 The Customer shall ensure that it and its Authorised Representatives do not cause any nuisance or annoyance to the Company, any other customer or person present or residing in the vicinity and does not interfere with the Company's schedule for the Work and/or the good management of the Company's premises and business.

11. CONSUMER RIGHTS

- 11.1 To the extent that these Terms of Business contradict with the Applicable Laws on Consumer Rights, the rights conferred on Consumers under the Applicable Laws on Consumer Rights remain unaffected, including the Consumer's right to cancel their Order (if made off premises) within 14 days without giving any reason in accordance with the Consumer Contracts Regulations 2013. If the Customer asks the Company to commence works prior to expiry of the 14 day cooling off period, the Company shall be entitled to charge for the proportion of Work carried out prior to receiving any notice of cancellation in any event.

12. SEVERANCE

- 12.1 If any provision of these Terms of Business is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause 12.1 shall not affect the validity and enforceability of the remaining provisions of these Terms of Business.

13. GOVERNING LAW AND JURISDICTION

- 13.1 These Terms of Business, as well as any contract(s) made subject to these Terms of Business, shall be governed by the laws of England and Wales and subject to the exclusive jurisdiction of the English courts.