

R.K.MARINE

BOATYARD SERVICES

TERMS AND CONDITIONS

Head Office:

Hamble River Boatyard,
Bridge Road, Swanwick,
Southampton SO31 7EB
Tel: 01489 583585
Email: admin@rkmarine.co.uk

Also at:

Stone Pier Boatyard,
Shore Road, Warsash,
Southampton SO31 9FR
Tel: 01489 564914
Email: spby@rkmarine.co.uk

Key Customer Information

Who we are. We are R.K. Marine Limited, a company incorporated and registered in England & Wales with company number 02226134. Our registered office address is Hamble River Boatyard Bridge Road, Swanwick, Southampton, SO31 7EB. You can find information about us and our Boatyard Services at www.rkmarine.co.uk. You can contact us by emailing boatyard@rkmarine.co.uk or by calling 01489 583 585 (Hamble River Boatyard) or 01489 564 914 (Stone Pier Boatyard). We will confirm our acceptance of your request for Boatyard Services in writing (usually by email).

We don't give Business Customers all the same rights as consumers. For example, business customers can't cancel their orders, they have different rights where there is a problem with a product and we don't compensate them in the same way for losses caused by us or our products. Where a term applies just to businesses or just to consumers, this is clearly stated. You are a business customer if you are buying Boatyard Services wholly or mainly for use in connection with your trade, business, craft or profession (whether you are an individual or an organisation). A customer who is not a Business Customer is a consumer.

1. INTERPRETATION

The following definitions and rules of interpretation apply in these Conditions.

1.1. Definitions:

Boatyard means Hamble River Boatyard (Swanwick) or Stone Pier Boatyard (Warsash) (as applicable).

Boatyard Service(s) means one or more of the services set out in the Schedule of Boatyard Services at Schedule 1 to these terms and conditions (such as lifting, launching, washing, blocking off, storage ashore, towing and associated handling or support) supplied by us to you.

References to the Boatyard Service are to the particular Boatyard Service we have agreed to provide to you.

Booking Form means the booking form containing your request for Boatyard Service(s).

Business Customer means a customer who is buying the Boatyard Services wholly or mainly for use in connection with their trade, business, craft or profession (whether they are an individual or an organisation). A customer who is not a Business Customer is a consumer.

Charges means the charges payable by you for the Boatyard Services.

Contractor Rules means the rules that contractors are required to comply with, attached at Schedule 2.

Length Overall means the total length of the Vessel, measured from the foremost point of the bow to the aftermost point of the stern. This measurement includes any fixed projections such as bowsprits and stern extensions.

Marina means our marina at Hamble River Boatyard (Swanwick) or Stone Pier Boatyard (Warsash) (as applicable).

Order means your order for Boatyard Services as set out in the Booking Form or in your written acceptance of our quotation, as the case may be.

Premises means the premises owned or leased by us at Hamble River Boatyard (Swanwick) or Stone Pier Boatyard (Warsash) (as applicable)

Regulations means our regulations issued from time to time, available from our reception and on the website at www.rkmarine.co.uk/terms-and-regulations

Schedule of Boatyard Services attached at Schedule 1.

1.2. Interpretation:

1.2.1. Any mention of a law means that law as it may be changed, updated or replaced over time, and also includes any rules or regulations made under it.

1.2.2. When these terms use words like "including", "for example" or "such as", we are just giving illustrations. Those words do not limit or narrow the meaning of what we say before those words.

1.2.3. The headings in these terms are for convenience only. They do not change the meaning or interpretation of the terms.

1.2.4. A reference to writing or written includes email but not fax.

2. OUR AGREEMENT

2.1. **When our contract forms.** You agree to these terms and conditions when you complete our Booking Form, accept our quote in writing, go ahead with the Boatyard Service(s) or make any payment to us.

- 2.2. **What our contract includes.** These terms and conditions together with the Booking Form (and any written variation agreed by us) form the contract between you and us. These terms and conditions take precedence over any prior discussions and over the Regulations in the event of any conflict.

3. OUR RESPONSIBILITIES WHEN PROVIDING BOATYARD SERVICES

- 3.1. **Dates.** We will use reasonable endeavours to provide the Boatyard Services on the date(s) requested or otherwise agreed in writing. Dates are estimates only and are subject to the reasonable availability of equipment, staff and suitable weather and sea conditions. Time is not of the essence unless expressly agreed in writing.
- 3.2. **Standard of service.** We will carry out the Boatyard Service with reasonable care and skill.
- 3.3. **CCTV and site security.**
- 3.3.1. **Hamble River Boatyard (Swanwick).** We use reasonable endeavours to maintain CCTV covering the entrance gates at Hamble River Boatyard (Swanwick) and to ensure that gates are generally locked at 20:00 each day but we provide no guarantee of coverage or security; and
- 3.3.2. **Stone Pier Boatyard (Warsash).** We use reasonable endeavours to maintain CCTV covering the area in which vessels are stored ashore at Stone Pier Boatyard (Warsash) but we do not guarantee coverage or security of any particular Vessel.
- 3.4. **Facilities and equipment.** We take reasonable steps to maintain the facilities and equipment we use to provide the Boatyard Services through proper inspection and maintenance.
- 3.5. **Safety refusals.** We may refuse to provide or delay a Boatyard Service on safety grounds.

4. YOUR RESPONSIBILITIES - PREPARING THE VESSEL

- 4.1. You must complete the preparations relevant to the Boatyard Service(s) before the scheduled date, including:
- 4.1.1. **Lifting (into/out of the water; wash and block off; loading onto transport)**
- Inform us of the Vessel's lifting points and identify any areas that should be avoided.
 - Remove and secure sails, covers, awnings and any loose equipment or accessories to reduce windage.
 - Clearly mark, indicate to us or remove / blank all through-hull protrusions (as appropriate).
 - Clearly mark or indicate to us any propellers, shafts and anodes.
 - Ensure adequate warps and fenders are in place.
 - Notify us if the hull or topsides are vinyl-wrapped.
 - Close all seacocks and switch off any macerator or discharge pumps.
 - It is strongly recommended that you pump out the holding tank (we are not responsible for the consequences if you do not).
- 4.1.2. **Storage Ashore**
- Remove and secure all sails, covers, and any loose items or equipment or accessories to reduce windage.
- 4.1.3. **Relaunch**
- Ensure the Vessel is seaworthy and watertight.
 - Ensure that the lifting points are clearly marked.
 - Ensure that adequate warps and fenders are in place.
- 4.1.4. **Valet movements afloat (collection/delivery)**
- Remove valuables.
 - Secure loose items.
 - Ensure that fuel levels are sufficient.
 - Ensure engines are in good working order or advise us of any known issues or specific starting procedures.
 - Ensure we have access to keys, whether on board or at a dock office in an alternative marina (please also provide any necessary access codes, berth numbers, etc.).
 - Ensure that there are adequate warps and fenders in place.
- 4.2. **If preparation is incomplete.** We are not responsible for checking whether you have completed these preparations. If it is apparent that preparation has not been done we may proceed to provide the Boatyard Service unless it would be negligent to do so or we may:
- 4.2.1. decline to carry out the Boatyard Service until the preparation is complete; or
- 4.2.2. carry out preparation work ourselves (and we may charge reasonable additional costs under clause 15 (Payment, Charges and Price Increases); or
- 4.2.3. end the contract under clause 18 (Ending this contract).

Whether or not we proceed, with or without preparation, we are not responsible for any delay or loss you suffer as a result of your failure to prepare.

5. CONCERNS ABOUT LIFTING

- 5.1. If we have reasonable concerns about the information you provide, or about the safety of lifting the Vessel, we may require you to obtain a report from a qualified marine surveyor to confirm the safe lifting points. You are responsible for the cost of such report.

6. STORAGE ASHORE

- 6.1. **Temporary storage only.** We accept Vessels for storage ashore only on a temporary basis for maintenance, repair or seasonal lay-up.
- 6.2. **Positioning and launch dates.** We will decide the positioning of your Vessel ashore based on operational needs, available space, and your requested launch date. Once ashore, the launch date you booked cannot usually be changed (unless in the case of Dry Berthing, for which multiple movements are expected).
- 6.3. **Cradles and supports.** You must not alter or interfere with the cradle, props or other supports. We allocate a limited number of cradles based on availability and operational needs. You are not permitted to use your own cradle.
- 6.4. **Checks.** We use reasonable care and skill when blocking off your Vessel. We carry out periodic checks of supports to confirm they remain in place. We do not constantly monitor Vessels. We carry out additional checks in the event of particularly adverse weather forecasts and after particularly adverse weather .
- 6.5. **Security deposit.** We may require a security deposit in the case of contracts for Storage Ashore when we reasonably consider that the market value of the Vessel is low, such that if the Charges were unpaid, we would be unlikely to recover unpaid sums and costs of enforcement. We will explain in writing why we are asking for additional conditions and you may choose not to proceed. No charge will be made for work not carried out.
- 6.6. **Condition of Vessel while ashore.** You must keep the Vessel in a safe and reasonable state of repair and condition. If we reasonably believe that the Vessel has fallen into neglect or disrepair:
 - 6.6.1. **Repair notice.** We may give you written notice requiring you, at your cost and within a stated period, to:
 - (a) carry out specific remedial works; or
 - (b) remove the Vessel from our Premises.
 - 6.6.2. **Dispute process.** Except in an emergency, our notice will also allow you a reasonable opportunity to dispute (in writing) either:
 - (a) that the Vessel is in neglect or disrepair; and / or
 - (b) the reasonableness of any specific remedial works we require (where relevant).If we cannot agree a way forward within 7 days of receiving your dispute, we may jointly appoint an independent expert marine surveyor to decide the disputed issue (a) and/or (b). The expert's decision will be binding and made within 7 days of the expert's appointment.
 - 6.6.3. **If you do not comply.** If you do not comply within the period stated in the notice (extended, where relevant, by the time taken for the dispute process), we may take such steps as are reasonably necessary, including:
 - (a) instructing third parties to carry out the necessary works at your expense;
 - (b) ending this contract under clause 18 (Ending this contract);
 - (c) exercising our rights under clause 7 (Rights of Sale, Disposal and Detention).

7. RIGHTS OF SALE, DISPOSAL AND DETENTION

- 7.1. If you do not pay us on time or if clause 6.6.1 (failure to comply with a repair notice) or clause 18.4.3 (failure to remove the Vessel when the contract has ended) applies we may take the action set out in this clause.
 - 7.1.1. **Lien.** We may retain possession of the Vessel (a lien) until all overdue sums (including interest and reasonable enforcement costs) have been paid. During the lien, we may charge reasonable storage fees and you will not be permitted to access or move the Vessel.
 - 7.1.2. **Sale/disposal under statute.** We may sell or dispose of the Vessel in accordance with the Torts (Interference with Goods) Act 1977, giving you written notice in accordance with that Act to your last known postal and email address.
 - (a) **Sale proceeds.** We will deduct from the sale proceeds only such amount as is necessary to cover the debt and any reasonable costs of enforcement, removal or disposal. Any surplus will be kept safely for at least six months and made available to you on request.
 - (b) **No resale value.** If the Vessel has no resale value, or the costs of selling it would exceed its value, we may dispose of the Vessel in what we reasonably consider to be the most appropriate way and you must pay us the disposal costs.
 - 7.1.3. **Other remedies.** Taking any action set out above does not prevent us from pursuing other legal remedies, including (where appropriate) applying to the Admiralty Court for a warrant of arrest in respect of the Vessel. You will be responsible for the reasonable legal costs of such action.

8. LAUNCHING, LOADING AND UTILITIES

- 8.1. **Launching.** We do not inspect the Vessel for seaworthiness or watertightness before launch; this is your responsibility. If you or your Contractor tells us the Vessel is ready we may rely on that assurance.
- 8.2. **Loading to transport.** We will not secure the load on the transport vehicle. You must ensure that the driver/transport provider is responsible for securing the load.
- 8.3. **Electricity and water.** Electricity and water are supplied subject to availability (and any separate terms). You must only use and must procure that your contractors only use suitable, compliant cables and hoses in accordance with all applicable safety regulations. We may disconnect supplies without notice if we consider a connection unsafe or non-compliant.

9. YOUR GENERAL RESPONSIBILITIES

- 9.1. **Accuracy of information.** You are responsible for ensuring that the information you give us (in the Booking Form or otherwise) is accurate and kept up-to-date. We are not responsible for any loss you suffer if we rely on information you gave us that turns out to be incorrect, unless the loss is caused by our own negligence. We may charge you additional sums if you provide inaccurate or incomplete information or don't give us information we've asked for (for example, we might need to reschedule services or use extra manpower or recalculate Charges if you provide an incorrect LOA).
- 9.2. **Update details.** You must keep us updated with any changes to your contact details (postal address, telephone number(s) and email address), your legal name and the name of the Vessel and provide proof of changes within 7 days if requested.
- 9.3. **Regulations and instructions.** You must comply with, and ensure your guests and contractors comply with our Regulations and our reasonable and lawful instructions relating to safety and conduct while on the Premises. We may change the Regulations from time to time in the interests of good boatyard management. We will post notice of the changes on our website and by signage in our reception area.
- 9.4. **Contractors.** You must not engage third-party contractors to carry out work on the Vessel while it is ashore or otherwise on the Premises unless we confirm in writing that you may do so. You must ensure that any contractor you engage complies with the Contractor Rules (Schedule 2).
- 9.5. **Vehicles/trailers.** You must ensure that any vehicle or trailer brought onto our Premises is roadworthy, properly insured and maintained and suitable for transporting (or storing if applicable) the Vessel.
- 9.6. **Insurance.** You must maintain at all times (with a reputable marine insurer) (a) hull insurance (including while ashore); (b) public liability and third party liability insurance in respect of claims for damage to persons and property in the sum of at least £3,000,000 (three million pounds sterling) for any one event and; where applicable, (c) employers' liability cover to at least the statutory minimum. You must provide us with updated insurance details (to include the name of the insurer, policy reference number and policy expiry date) whenever the policy is changed or renewed. You must provide a copy of the insurance certificate within 7 days of request.
- 9.7. **Access hours and use.** You must not visit the Vessel ashore (or enable or allow anyone else, including contractors, to do so) between 20:00 and 06:00 unless we agree in writing, for example in the case of an emergency call-out. You must not stay on the Vessel overnight or use it as residential accommodation (or allow anyone else to do so) while it is stored ashore unless we agree in writing.

10. OUR RIGHTS AND RESPONSIBILITIES

- 10.1. **Salvage/protection.** We are not responsible for salvaging or protecting the Vessel if it is damaged because of a fault or defect in the Vessel, your breach of these terms or an accident we did not cause. We are not responsible for any theft of or deliberate damage to the Vessel by a third party. If, exceptionally, we take action to protect the Vessel (for example, to prevent danger to people, property or the environment) we may charge you our normal commercial rates for that work and in some cases we may also be entitled to claim a salvage reward.
- 10.2. **Measurement.** We may measure the Vessel (before or after we have provided the Services) to verify the LOA and applicable Charges.
- 10.3. **Movement and inspection.** We may board, move, moor or reallocate the Vessel and/or inspect it (including by boarding) for reasons of safety, security, emergency, to check its condition, to prevent or stop a nuisance or for operational reasons. We will take reasonable care when doing so.
- 10.4. **Contractors' access.** Unless we have reasonable grounds to refuse access, we will grant access to your chosen contractor(s) subject to compliance with the Contractor Rules and our Regulations, including providing risk assessments and method statements and proof of adequate public liability insurance. We may refuse or withdraw access if safety rules are breached or documents not provided.
- 10.5. **Withdrawal of services.** In the unlikely event we decide to stop providing a Boatyard Service, we will give you at least 3 months' notice and we will refund any sums paid in advance for Boatyard Services not provided.

11. IF YOU ARE A BUSINESS CUSTOMER THIS IS OUR ENTIRE AGREEMENT WITH YOU

- 11.1. If you are a Business Customer these terms constitute the entire agreement between us in relation to your purchase. You acknowledge that you have not relied on any statement, promise, representation, assurance or warranty made or given by us or on our behalf which is not set out in these terms and that you have no claim for innocent or negligent misrepresentation based on any statement in this Agreement.

12. DELAYS OUTSIDE OUR CONTROL

- 12.1. If the Boatyard Service is delayed by an event outside our control we will contact you as soon as possible to let you know and do what we can to reduce the delay. As long as we do this, we won't compensate you for the delay, but if the delay is likely to be substantial you may contact us to end the contract and receive a refund for any Boatyard Service(s) you have paid for in advance, but not received.

13. CONSUMER'S RIGHT TO CANCEL (COOLING-OFF)

- 13.1. **Our policy for consumers.** If you are a consumer, you may cancel within 14 days of our acceptance of your Order without penalty. We extend this right to all consumers, whether the Order was placed in person, online or by telephone.
- 13.2 **Boatyard Services starting within 14 days.** If you ask us to start the services during this 14-day cooling-off period, you will pay for the services provided up to the time you tell us you have changed your mind. Once the services are fully performed, you may no longer change your mind.
- 13.3. **How to cancel.** Contact us using the details on page 1 or use the Cancellation Form at Schedule 3. We refund you as soon as possible and within 14 days of you telling us you have changed your mind.

14. YOU HAVE RIGHTS IF THERE IS SOMETHING WRONG WITH THE BOATYARD SERVICE (CONSUMERS)

- 14.1. **Your rights under the Consumer Rights Act 2015.** If a Boatyard Service is not carried out with reasonable care and skill, you may ask us to repeat or fix it, or get some money back if we cannot fix it. If a price/time was not agreed up-front, it must be reasonable/in a reasonable time.

15. PAYMENT, CHARGES AND PRICE CHANGES

- 15.1. **When you must pay.** Payment is due immediately upon the date of the invoice, unless otherwise agreed in writing. Depending on the type of Boatyard Service, invoices may be issued either before or after the work is completed:
- 15.1.1. For fixed-price services (for example, a lift out, wash and relaunch – e.g. Scrub Lift) we may invoice in advance.
- 15.1.2. Time-based or variable services (such as extra sling time, additional labour, crane or storage overruns) we may invoice after the service is provided.
- 15.1.3. For Storage Ashore, the first invoice will include the lift-out and storage to the end of the current month, after which invoices will be issued monthly in advance (before the start of each month).
Customers with a fixed lift and relaunch date may instead choose to pay the total storage charge in advance.
- Timely payment is a strict condition of this Agreement.
- 15.2. **Invoice Queries.** Any query or dispute regarding an invoice must be raised in writing within 7 working days of the invoice date. Raising a query does not suspend the obligation to pay undisputed amounts by the due date. If part of an invoice is queried, only the disputed portion may be withheld pending resolution; the balance must still be paid in accordance with the payment terms.
- 15.3. **Charges.** The Charges are set out in the Schedule of Boatyard Services attached to these terms (at Schedule 1). We review our charges in March and will inform you by email of any increase. Any increase in charges will apply prospectively only.
- 15.4. **Charges based on LOA.** Where a Charge is calculated by reference to LOA and we determine that the LOA is higher than the that stated by you, we will calculate the Charge by reference to the actual LOA and you must pay the difference.
- 15.5. **Operational rescheduling/cancellation fees.** If you ask to reschedule less than 48 hours before the scheduled date, we may charge a rescheduling fee of £60 or 25% of the service price, whichever is lower, to reflect administrative and operational costs. If you cancel less than 24 hours before the scheduled date, we may charge a cancellation fee of £120 or 50% of the service price, whichever is lower, to reflect costs incurred and the lost opportunity to rebook. We may waive these charges in cases of serious illness, bereavement, or a genuine emergency where you provide reasonable evidence.
- 15.6. **Set-off (Business Customers).** If you are a Business Customer you must pay all amounts due to us under these terms in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

- 15.7. **Interest (consumers).** If you are a consumer, we charge interest on overdue sums at the rate of 4% a year above the Bank of England base rate from time to time (or at 4% a year for any period that the base rate below 0%). This interest accrues on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You pay us the interest together with any overdue amount.
- 15.8. **Interest (Business Customers).** If you are a Business Customer, we charge statutory interest in accordance with the Late Payment of Commercial Debts (Interest) Act 1998.
- 15.9. **VAT rate changes.** If the rate of VAT changes between your Order date and the date we supply the Boatyard Service(s), we adjust the rate of VAT that you pay, unless you have already paid in full before the change in the rate of VAT takes effect.

16. OUR LIABILITY TO YOU

- 16.1. **Our liability to consumers.** We are responsible for losses you suffer caused by us breaking this contract unless the loss is:
- 16.1.1. **Unexpected.** It was not obvious that it would happen and nothing you said to us before we accepted your Order meant we should have expected it (so, in the law, the loss was unforeseeable).
 - 16.1.2. **Caused by a delaying event outside our control.** As long as we have taken the steps set out in clause 12 (Delays outside our control).
 - 16.1.3. **Avoidable.** Something you could have avoided by taking reasonable action. For example, damage to the Vessel during lifting, which was caused by a structural issue with the Vessel if you could have avoided the damage by informing us of the structural issue and obtaining advice on how to safely lift the Vessel to avoid damage.
- Our liability for any loss you suffer in connection with your trade, business, craft or profession is limited, as described in clause 16.2 (Our liability to Business Customers).
- 16.2. **Our liability to Business Customers.** Subject to clause 16.4 (Losses we never limit or exclude), we are not liable to you whether in contract, tort (including negligence), breach of statutory duty, or otherwise for loss of profit or any indirect or consequential loss and our total liability to you arising under or in connection with our agreement is limited to 100% of the total sums paid by you for the relevant Boatyard Service.
- 16.3. **Higher-risk vessels.** If your Vessel is wooden, is of an age or construction type where additional caution is reasonably required (typically 30+ years for a fibreglass hull), has a vinyl hull wrap, or appears to us to be in poor or fragile condition, there may be a higher risk of damage when we provide the Boatyard Service. We may ask you to agree to additional conditions before we accept your Order. These conditions might include a reasonable limitation of our liability related to the condition, age, or features of your Vessel. We will explain in writing why we are asking for additional conditions and you may choose not to proceed. No charge will be made for Boatyard Services not provided.
- 16.4. **Losses we never limit or exclude.** Nothing in these terms shall limit or exclude our liability for:
- 16.4.1. death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors (as applicable);
 - 16.4.2. fraud or fraudulent misrepresentation; or
 - 16.4.3. any matter in respect of which it would be unlawful for us to exclude or restrict liability.

17. YOU MAY BE LIABLE TO COMPENSATE US FOR LOSSES

- 17.1. You must compensate us for any loss we suffer as a result of your breach of this contract, for example if our Premises are damaged due to the unsafe condition or lack of maintenance of the Vessel (such as structural collapse, fluid leaks, fire or unsecured fittings or equipment) or by a failure of your guest or contractor (or another person for whom you are responsible) to comply with the Regulations.

18. ENDING THIS CONTRACT

- 18.1. **Our right to end this contract.** We may end our contract with you and claim any compensation due to us (including enforcement costs) if:
- 18.1.1. you don't make any payment to us when it's due and you still don't make payment within 30 days of our reminding you that payment is due;
 - 18.1.2. you don't carry out preparatory work as requested by or agreed with us;
 - 18.1.3. you don't, within a reasonable time of us asking for it, provide us with information, cooperation or access that we need to provide the Boatyard Service, for example, information we request about the Vessel or keys or codes to access the Vessel or any part of it;
 - 18.1.4. you breach any of your responsibilities under this contract and, in the case of a breach which you can remedy, we ask you to remedy the breach within a reasonable time and you do not do so;

- 18.1.5. you breach any of your responsibilities under this contract or have acted in such a way that poses an immediate risk or threat to the environment, health, safety or welfare of any person or property;
- 18.1.6. you sell or otherwise dispose of the Vessel;
- 18.1.7. the Vessel becomes uninsured;
- 18.1.8. you, your guest or subcontractor or any other person you are responsible for, causes unreasonable interference, nuisance or annoyance with the proper and safe operation of the Boatyard or uses intimidating behaviour or language towards anyone using the Premises;
- 18.1.9. you die or you take or have taken against you (other than in relation to a solvent restructuring) any step or action towards you entering bankruptcy, administration, provisional liquidation, dissolution or any composition or arrangement with your creditors, applying to court for or obtaining a moratorium under Part A1 of the Insolvency Act 1986, being wound up (whether voluntarily or by order of the court,) being struck off the register of companies, having a receiver appointed to any of your assets, or you enter a procedure in any jurisdiction with a similar effect to a procedure listed in this clause 18.1.9;
- 18.1.10. due to an event outside our control, it is unlikely that we will be able to continue to provide Boatyard Services in accordance with this contract.
- 18.2. **Your right to end this contract.** You may end this contract if we commit a serious or repeated breach of this contract and, in the case of a breach which we can remedy, you ask us to remedy the breach within a reasonable time and we do not do so.
- 18.3. **Consequences of ending – removal of Vessel.** You must remove the Vessel from our Premises immediately on termination of this contract. If you do not we may:
 - 18.3.1. charge you an uplift of 50% on our then-current storage rates, to reflect the continued occupation, operational disruption and associated administrative costs;
 - 18.3.2. remove or relocate the Vessel within or outside of our Premises (including by craning, towing or otherwise securing the Vessel elsewhere) at your risk, and you will be responsible for our costs of doing so and any storage charges incurred;
 - 18.3.3. exercise our rights under clause 7 (Rights of Sale, Disposal and Detention).
- 18.4. **Cancellation fee on our ending this contract close to start date.** If we end our contract with you for any of the reasons in 18.1.2 – 18.1.8 less than 24 hours before the Boatyard Service is due to commence, the applicable cancellation fee in clause 15.4 will be payable by you.
- 18.5. **No deemed renewal.** Continued payment of storage charges after this contract ends is not a renewal and gives no right to keep the Vessel at our Premises.

19. WE USE YOUR PERSONAL DATA AS SET OUT IN OUR PRIVACY POLICY

- 19.1. How we use any personal data you give us is set out in our Privacy Policy: www.rkmarine.co.uk/privacy-policy.

20. RESOLVING DISPUTES

- 20.1. **Governing law.** These terms are governed by English law.
- 20.2. **Consumers – jurisdiction.** If you are a consumer you must bring claims against us in the English courts (except if you live in Wales, Scotland or Northern Ireland, in which case you may instead bring claims against us in the courts of the country you live in). If you are a consumer and you live in England, Wales, Scotland or Northern Ireland we may claim against you in the courts of the country you live in. If you are a consumer and you live outside of the UK we must (subject to clause 20.4 (Arbitration)) claim against you in the English courts.
- 20.3. **Business Customers – jurisdiction.** If you are a business you irrevocably agree to submit all disputes arising out of or in connection with our contract with you to the exclusive jurisdiction of the English courts.
- 20.4. **Arbitration.** If you are resident or established outside the UK (whether as a consumer or a business), either you or we may elect to have any dispute resolved instead by arbitration under the Rules of the London Maritime Arbitrators Association (LMAA), which are incorporated into this clause 20.4 by reference. The seat of the arbitration shall be London, and the language of the arbitration shall be English. The decision of the arbitrator(s) will be final and binding, except for any right of appeal under English law.

21. OTHER IMPORTANT TERMS APPLY TO OUR CONTRACT

- 21.1. **Assignment.** We may transfer our rights and responsibilities under this contract to another person so that a different organisation is responsible for supplying the Boatyard Service, for example if our business changes. We'll contact you to let you know if we plan to do this.

- 21.2. **Transfer.** You may only transfer your contract with us to someone else if we agree to this in writing. If you sell the Vessel, the contract does not automatically transfer to the new owner. If we agree to transfer the contract to a new owner we may require the new owner to prove you transferred the Vessel to them. If you're a business you need our agreement to transfer your contract with us and it's entirely up to us whether we give it.
- 21.3. **Third party rights.** Nobody else has any rights under this contract. This contract is between you and us. Nobody else may enforce it and neither of us will need to ask anybody else to sign-off on ending or changing it.
- 21.4. **Severance.** If a court or other authority decides that some of these terms are unlawful, the rest will continue to apply.
- 21.5. **No waiver.** Even if we delay in enforcing this contract, we may still enforce it later. We might not immediately chase you for not doing something (like paying) or for doing something you're not allowed to, but that doesn't mean we can't do it later.

SCHEDULE OF SERVICES (SCHEDULE 1)

Head Office:

Hamble River Boatyard,
Bridge Road, Swanwick,
Southampton SO31 7EB
Tel: 01489 583585
Email: admin@rkmarine.co.uk

Also at:

Stone Pier Boatyard,
Shore Road, Warsash,
Southampton SO31 9FR
Tel: 01489 564914
Email: spby@rkmarine.co.uk

This Schedule sets out the services offered by the Company and outlines what is included in each service. All services are subject to availability, weather conditions, and the Company's discretion.

Note on Facilities:

The Company operates across two Boatyards:

- Stone Pier Boatyard (Warsash) – 15T dockside crane (ideal for sailing yachts)
- Hamble River Boatyard (Swanwick) – 40T travel hoist (primarily for motorboats)

Lifting equipment and boatyard used will depend on vessel type, size, and operational requirements.

Standard Services:

Services	Description	Unit
Lift out and block off	Boat lifted from the water and securely blocked off ashore in a cradle or on blocks and stands. Hull wash not included.	Per metre
Lift out, wash and block off	Boat lifted from the water, given a high pressure jet-wash below the waterline* and securely blocked off ashore.	Per metre
Lift out and load	Boat lifted from the water or ashore and loaded onto a trailer or transport vehicle. Held in slings for up to 1 hour to allow for adjustment. <i>Additional hold in slings charges may apply for extended time.</i> <i>Driver is responsible for securing the load.</i>	Per metre
Lift out, wash and load	Boat lifted from the water, given a high pressure jet-wash below the waterline*, and loaded onto a trailer or transport. Held in slings for up to 1 hour for adjustment. <i>Additional hold in slings charges may apply for extended time.</i> <i>Driver is responsible for securing the load.</i>	Per metre
Receive, offload and block off	Boat received from trailer or transport, offloaded and securely blocked off ashore in a cradle or on blocks and stands.	Per metre
Receive, offload and launch	Boat received from trailer or transport, offloaded and launched into the water.	Per metre
Relaunch	Boat lifted from storage ashore and launched into the water.	Per metre
Lift out, wash, hold and relaunch	Boat lifted from the water, given a high pressure jet-wash below the waterline* and held in slings for up to one hour before being relaunched. For extended sling time, refer to "Extra hold in the slings."	Per metre
Extra hold in the slings	Boat held in slings for an extended period (hourly or overnight, subject to availability). Charged per hour (or part thereof) at the prevailing rate.	Per hour/overnight

*Boats with excessive fouling will incur the "extra wash" charge listed below.

Storage Ashore:

Services	Description	Unit
Hardstanding storage	Allocated open-air storage ashore on a concrete or compacted surface. Boats are supported in cradles or on blocks and stands. Suitable for winter lay-up, maintenance or repair work.	Per metre/week
Covered storage	Storage ashore under a fixed roof or canopy offering protection from the elements. <i>Availability is limited and may be subject to size restrictions or minimum storage periods.</i>	Per metre/week
Trailer storage	Allocated yard space for the storage of empty road trailers only. <i>Trailers with boats loaded or mounted will be charged at the applicable hardstanding storage rate.</i>	Per week

Note:

- Boats stored ashore for more than 12 consecutive months will be subject to a 50% long-term storage surcharge.
- Monthly storage charges are calculated based on 4-week months unless otherwise stated.
- Storage is calculated per full calendar day from midnight. If a boat is brought ashore at any time during a day, the full day's storage charge will apply. Partial days are not pro-rated.

Promotional/Discounted Services:

Services	Description	Unit
Lift out, wash and relaunch ** (Summer Scrub Deal)	Boat lifted from the water, given a high pressure jet-wash below the waterline* and relaunched. <i>Available at a promotional rate from 1st May to 30th September.</i> <i>This service does not include any time held in slings.</i>	Per metre
Lift out, wash, 2 weeks free storage ashore and relaunch** (Summer Lifting Deal)	Boat lifted from the water, given a high pressure jet wash below the waterline* and securely blocked ashore. Includes two weeks' free storage ashore followed by a relaunch. <i>Available 1st May to 30th September only.</i> <i>Available at Stone Pier Boatyard only, unless otherwise agreed in writing.</i> <i>Additional time ashore beyond the two-week period will be charged at the standard storage ashore rate.</i>	Per metre
Lift out, wash, block and relaunch (Service lifting package)	Boat lifted from the water, given a high pressure jet-wash below the waterline* and securely blocked off ashore in a cradle or on blocks and stands. Then, on completion of the Company's service work the boat is relaunched into the water. <i>This package is available only to customers having service work carried out by the Company (e.g. engine service) or where otherwise agreed in writing.</i>	Per metre

*Boats with excessive fouling will incur the extra wash charge listed below.

**Discounts and loyalty reductions do not apply to this promotional rate (Summer Scrub Deal & Summer Lifting Deal)

Additional Services:

Services	Description	Unit
Extra wash	Boat given additional cleaning beyond a standard high pressure jet-wash due to excessive fouling. This may include manual scraping, barnacle removal or additional time and labour to achieve a reasonable standard of hull cleanliness. <i>Assessed at the time of lift out and charged in addition to the standard wash.</i>	Per metre
Move in boatyard	Boat moved within the boatyard using lifting equipment, yard trailer or other machinery. Includes repositioning for storage, service or operational purposes, as well as lifting to move cradle arms/blocks and stands or to allow access for work such as removal of IPS pods, propellers or rudders. <i>Does not include a lift out or relaunch.</i>	Per metre
Cranage	Item lifted or supported using a fork-mounted crane attachment for suspended loads such as engines, masts or other equipment. <i>Not suitable for lifting boats.</i> <i>Charged by the hour, with a minimum charge of 30 minutes.</i> <i>Subject to availability and load assessment.</i>	Per hour
Forklift	Item lifted, moved or supported using a forklift, typically for the handling of engines, generators, cradles, trailers or other equipment. <i>Charged by the hour, with a minimum charge of 30 minutes.</i> <i>Subject to availability and load assessment.</i>	Per hour
Slipway	Use of the slipway by the Company for assisted trailer launch or recovery*. <i>Not available for private use unless agreed in writing.</i>	Per launch/recovery
Valet movement/tow boat (within Marina)	Boat moved or towed by the Company within the Marina using yard staff and lines or a tow vessel as required. Includes moving from berths, holding pontoons, slipway and lifting dock.	Per movement
Valet movement/tow boat (outside of Marina)	Boat moved or towed by the Company to or from an external location beyond the Marina basin. <i>Charged by the hour, with a minimum charge of 30 minutes.</i> <i>Subject to tide, weather conditions and prior arrangement.</i>	Per hour

*"Assisted trailer launch or recovery" refers to a launch or recovery where the Company provides operational support, typically using a telehandler, tow vehicle or winch, to guide or handle the trailer on the slipway.

Hull & Bottom Works:

Services	Description	Unit
Hull antifoul	The application of one coat of antifoul paint to the boat's hull below the waterline, following a pressure wash. This service is carried out over an existing antifoul coating and does not include preparation such as sanding, keying or priming. Additional coats, primer or preparation are available on request for an additional charge.	Per metre
Outdrives antifoul	The application of one coat of antifoul paint to the boat's outdrive unit(s), following a pressure wash. This service is carried out over an existing antifoul coating and does not include preparation such as sanding, keying, or priming. Additional coats, primer, or preparation are available on request for an additional charge.	Per outdrive

Dry Berthing:

Services	Description	Unit
Dry berthing (own trailer)	Storage ashore for boats kept on the Owner's own trailer. Includes up to three launches and lifts per calendar month using the Company's hoist, crane, or slipway. Additional movements are chargeable.	Per metre
Dry berthing (cradle/dolly)	Storage ashore for boats stored on a cradle or dolly provided by the Company. Includes up to three launches and lifts per calendar month using the Company's hoist, crane, or slipway. Additional movements are chargeable.	Per metre

Note:

- All launches and lifts must be booked in advance and are subject to availability and tide/weather conditions.
- All Owner-supplied trailers must be fit for purpose, properly maintained, and approved by the Company.
- Cradles and dollies remain the property of the Company and must not be altered or moved without permission.
- The included three launches/lifts per calendar month do not roll over if unused. Additional movements will be charged at the standard rate.
- Launch and recovery is carried out using the Company's hoist, crane, or slipway, at the Company's discretion.
- Boats may be blocked off when stored long-term, particularly if regular launching is not required or if there is limited cradle/dolly availability.

Non-Standard Service Charges

Services	Description	Unit
Out of Hours Charge	A charge applied where Boatyard Services are requested or carried out outside of the Company's standard operating hours, including evenings, weekends, and public holidays. <i>Availability is subject to staff and operational constraints and must be agreed in advance.</i>	Per hour (or part thereof)
Call-Out Charge	A charge applied when Company personnel are required to attend the Boatyard outside of normal operating hours or at short notice, where no prior booking or scheduled work exists. This includes, but is not limited to, emergency access, security concerns, or ad hoc assistance.	Per call-out

This schedule is subject to change without notice. Latest version available on request or at www.rkmarine.co.uk

Issue Date: 10/25

Head Office:

Hamble River Boatyard,
Bridge Road, Swanwick,
Southampton SO31 7EB
Tel: **01489 583585**
Email: **admin@rkmarine.co.uk**

Also at:

Stone Pier Boatyard,
Shore Road, Warsash,
Southampton SO31 9FR
Tel: **01489 564914**
Email: **spby@rkmarine.co.uk**

CONTRACTORS TERMS & CONDITIONS

These Contractor Terms & Conditions ("Terms") apply to you when you carry out work within the Boatyard or Marina operated by RK Marine Ltd ("we", "us", "our").

You must comply with:

- (a) these Terms
- (b) our Boatyard Regulations and Marina Regulations
- (c) all laws, guidance and safety requirements applicable to your work

We may amend these Terms at any time to ensure safe and efficient operation of the Boatyard and Marina.

1. SIGNING IN & SITE ACCESS

- 1.1. You must report to the reception (Hamble River Boatyard – Swanwick) Boatyard office (Stone Pier Boatyard – Warsash) and sign in before starting work.
- 1.2. You must sign out when leaving the site each day.
- 1.3. Display any pass or permit issued to you and present it when requested.
- 1.4. Failure to sign in or out may result in refusal of access.

2. PERMISSION TO WORK

- 2.1. You must not start work until we have authorised you to do so.
- 2.2. We may suspend or withdraw permission at any time for safety, operational or commercial reasons.

3. INSURANCE

- 3.1. You must hold valid Public Liability Insurance with a minimum cover of £5,000,000.
- 3.2. Where applicable, you must also hold Employers' Liability Insurance in accordance with UK law.
- 3.3. Evidence of insurance must be provided before work is carried out and upon request.
If your insurance expires or becomes invalid, you must stop work immediately and leave the Boatyard until reinstated.

4. CONDUCT & SAFETY

- 4.1. You must work safely and follow all instructions given by our staff.
- 4.2. You must comply with the Health and Safety at Work Act, and all other relevant regulations, legislation, and our Health and Safety guidance.
- 4.3. Unsafe behaviour or non-compliance may result in removal from the Boatyard.
- 4.4. Appropriate PPE must be worn at all times.

5. WORKING HOURS

- 5.1. You may only work during our operating hours (08:00 – 16:30, Monday to Friday).
- 5.2. Work outside these hours is only permitted with our written approval.

6. VEHICLES & PARKING

- 6.1. Only one vehicle per Contractor may enter the site unless agreed otherwise.
- 6.2. Vehicles must be parked in the designated car park.
- 6.3. You must not obstruct boat movements or operational areas.

7. TOOLS, EQUIPMENT & MACHINERY

- 7.1. Your equipment must be safe, compliant and suitable for the work.
- 7.2. Lifting equipment, cranes, Hiabs, telehandlers or similar machinery must not be brought on site without permission.
- 7.3. Tools and equipment must be removed daily unless agreed otherwise.
- 7.4. Any equipment left on site is at your sole risk.

8. HIGH-RISK WORK (PERMIT TO WORK)

- 8.1. You must obtain a Permit to Work before carrying out high-risk work:
 - 8.1.1. Hot works (welding, cutting, grinding)
 - 8.1.2. Working at height
 - 8.1.3. Confined space
- 8.2. All required control measures must be in place before such work begins.

9. ELECTRICITY & WATER

- 9.1. Electricity is supplied by prepaid card meters where available.
- 9.2. You must not use water without our permission. We may charge for commercial water usage.

10. WASTE & HOUSEKEEPING

- 10.1. Work areas must be kept clean, tidy and free of obstruction. Access routes and operational zones must be kept clear at all times.
- 10.2. You are responsible for removing all waste and materials arising from your work.
- 10.3. General and recycling bins are provided for ordinary waste only. Hazardous or industrial waste (such as oil, filters, fuel, paint, thinners or contaminated materials) must not be placed in these bins. If you wish to use our hazardous waste facilities, please contact reception or email us in advance — a disposal charge applies.
- 10.4. We may charge for clearing, cleaning or removing any waste, materials or equipment that you leave on site, including the cost of our staff time.

11. ENVIRONMENTAL PROTECTION

- 11.1. No waste, fuel, oil, paint, solvent, bilge water, chemicals or contaminated water may be discharged into drains, onto the ground or into the water.
- 11.2. You must report any spill of oil, fuel or hazardous substance to us immediately. You must not attempt to clean or contain spills yourself. We will arrange the response, and you will be responsible for any associated clean-up or disposal costs.

12. KEYS & ACCESS TO BOAT

- 12.1. We will only release Boat keys when the Owner has authorised this.
- 12.2. Keys must be returned daily unless agreed otherwise.

13. OUR RIGHTS

- 13.1. We may refuse access at any time for safety, operational or commercial reasons.

CANCELATION FORM (SCHEDULE 3)

Head Office:

Hamble River Boatyard,
Bridge Road, Swanwick,
Southampton SO31 7EB
Tel: 01489 583585
Email: admin@rkmarine.co.uk

Also at:

Stone Pier Boatyard,
Shore Road, Warsash,
Southampton SO31 9FR
Tel: 01489 564914
Email: spby@rkmarine.co.uk

Complete and return this form if you wish to cancel your contract within the 14-day period.

To: R.K. Marine Ltd, Hamble River Boatyard, Bridge Road, Swanwick, Southampton, SO31 7EB

Email: boatyard@rkmarine.co.uk

Telephone (for queries): 01489 583 585

I hereby give notice that I cancel my contract for the supply of the following Boatyard Services:

Vessel name: _____

Date of Booking Form / acceptance: _____

Your name: _____

Your address: _____

Your email: _____

If services have started, I understand I must pay for services provided up to the time I notify you of cancellation.

Signature: _____

Date: _____