

Terms & Conditions

TERMS AND CONDITIONS

The acceptance of any offer for goods or services provided by M J Marine Services Limited (MJM) is expressly limited to the terms and conditions set forth herein.

Unless otherwise agreed in writing by MJM, these Terms and Conditions shall override any terms and conditions stipulated, incorporated, referred to or implied by MJM, whether in writing or verbally.

DEFINITIONS

1. “Customer” means the person authorised to request MJM to undertake the Work.
2. “MJM” means M J MARINE SERVICES LIMITED
3. “Work” means the work and/or the goods and services that the Customer has requested MJM to undertake on behalf of the customer including (but not limited to) to the Vessel, Trailer, Engine or components thereof.
4. “Vessel” means the boat, trailer, motor, equipment, or components of what the “Work” is being performed on.

ACCESS TO VESSEL

1. Customer agrees to grant and make safe and easy access to the vessel for MJM to effectively perform the Work.
2. Customer agrees to leave any access codes and key MJM will need to perform the Work.

CHANGES OR ADDITIONS TO THE WORK

1. Any changes by the Customer to the work order must be accepted by both parties either in writing or electronically

PAYMENTS AND FEES

1. Fee descriptions
 1. Trip charge fee (See above)
 2. Inspection/diagnostic fee (See above)
 3. Set Rate fee
 1. These fees are for performing a specific work agreed upon by both MJM and the Customer in

advance. 50% is required up front and 50% upon completion. Occasionally MJM may discover that additional work may be required to achieve the results you expect. We will send you a written estimate for this extra work. Set rate fees are non-refundable unless the fees are applied to other work agreed upon to be performed during that same trip. Some parts may require a restocking fee from the vendor.

4. Written Estimate (This is a price for performing work as written)
5. Time Plus Material
 1. Hourly fees are billed at £50 + vat /hr in 15 minute increments.
 1. Time spent at the vessel location while “on the clock”
 2. Material/Parts costs
 1. Based on rrp unless stated otherwise
 3. Weekend Work is billed at £75 +vat /hr in 15 minute increments.
 4. Emergency Work fee: Additional one-time fee
2. Forms of payment
 1. Credit Card: This information will be given to MJM before mobilisation.
 2. Cash: Only accepted if delivered to our office before mobilisation.
3. Payment terms
 1. Unless otherwise agreed, payment shall be due upon receipt of invoice. Time is of the essence. ALL CHARGES MUST BE PAID IN FULL BEFORE VESSEL SHALL BE LAUNCHED BY ANY PARTY OR RETURNED TO CUSTOMER. Should Customer fail to make the appropriate payments when due, MJM may immediately cease any and all work on the Vessel until it receives payment pursuant to these terms and conditions. Any amount more than ten days past due shall be subject to a

late fee of 5%. In addition, after 30 days, the MJM shall receive default interest of 1.5% per month on past due monies. Any grant(s) of extensions of time for payment will not diminish, waive, release or discharge the Vessel's or Owner's obligations under this Agreement. In the event MJM deems it necessary to retain a collection agency to collect any unpaid invoices, Customer agrees to pay MJM's reasonable costs of collection, including, without limitation, law fees, other collection costs and collection agency fees. If the vessel is held in storage the Customer agrees to pay for any and all fees associated with that storage.

CUSTOMER'S REPRESENTATIONS

1. Customer represents he or she is the owner of the Vessel or has been authorised by the Owner of the Vessel to enter into this Agreement and will maintain marine liability insurance on the Vessel.

DELAYS TO WORK

1. Delays that are within the Customer's ability to control and affect MJM's ability to perform the Work while MJM is at the vessel location, will be billed to the customer at MJM's standard hourly rate in 15 minute increments.

CANCELLATION, REDUCTION OR MODIFICATION OF ORDERED WORK:

1. In the event the Customer elects to cancel, reduce or modify the ordered work, Customer agrees to pay MJM in full for
 1. All work performed by MJM or its subcontractors
 2. All materials including any shipping or other related costs ordered by MJM (net of any available return credit) prior to the time MJM receives actual notice from Customer of the requested change.

RETURN OF GOODS

1. In all circumstances the Parts Vendor reserves the right to refuse the return of goods which were originally shipped to MJM for the Work requested by the customer however MJM will make every effort to receive a refund for those returns from the vendor minus a 25% handling fee.

PERFORMANCE

1. Completion dates, if any, are approximate and are given by MJM in good faith, but are not guaranteed unless otherwise specifically agreed in writing.
2. Customer acknowledges that boat repair work cannot always be accurately estimated in advance; that once work begins, unforeseen conditions or problems may arise; and other factors can affect estimated costs and completion dates. Customer accepts these realities and agrees any estimates furnished are to be used as guidelines only and are not binding on MJM.

POLLUTION

1. The Vessel and Owner shall defend, indemnify and hold harmless MJM from all liability and expense, including without limitation cleanup costs, fines, penalties, civil damages, costs, and reasonable solicitor's fees, arising out of any environmental pollution attributable to vessel, unless such pollution is affirmatively proved to have been caused by the sole negligence of MJM or its employees.

WARRANTIES

1. **Labor Warranty**
 1. MJM is proud to stand behind a 90 day labor warranty. Warranty begins from the date the work was performed. This warranty is with the understanding that the work performed is based upon OUR recommendation for your repairs. In a circumstance where our recommendation is declined and work is performed to put a "patch" on a mechanical issue, that voids our labor warranty.
2. **Parts Warranty**
 1. We honour the manufacturer's warranty for parts, if that part has a warranty period associated with it. The PARTS warranty does not cover the cost of labor to remove and replace the defective part. Labor will be charged on PARTS warranties unless an arrangement is made with

the manufacturer to compensate MJM for labor. For our part, MJM will handle all documentation of parts that you purchase and keep you informed of warranties and the periods of those warranties and also you will receive a copy of the parts invoice. M J Marine Services Limited will also contact the manufacturer and arrange the warranty of those parts

LIMITATION OF LIABILITY

1. MJM MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES OF WHATSOEVER NATURE, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF SEAWORTHINESS OR FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER AGREES THE SOLE AND EXCLUSIVE REMEDY FOR ANY FAULTY OR DEFECTIVE REPAIRS, INSTALLATION OF DEFECTIVE MATERIALS, OR ANY OTHER BREACH SHALL BE STRICTLY LIMITED TO, AT MJM's SOLE ELECTION, TO THE REPAIR, REPLACEMENT OR ADJUSTMENT OF THE DEFECTIVE WORK OR MATERIALS.

LIMITATION OF REMEDIES

1. MJM SHALL NOT BE LIABLE IN CONTRACT OR AT LAW FOR ANY PERSONAL INJURY, DEATH, OR LOSS OR DAMAGE TO THE VESSEL OR TO ANY OTHER REAL OR PERSONAL PROPERTY, EXCEPT TO THE EXTENT SUCH LOSS OR DAMAGE WAS CAUSED BY THE NEGLIGENCE OR WILFUL MISCONDUCT OF MJM; PROVIDED, HOWEVER (1) IN NO EVENT SHALL MJM BE LIABLE FOR ANY ECONOMIC LOSS, CONSEQUENTIAL OR INCIDENTAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, ANY LOST PROFITS, CREW WAGES, SALVAGE OR TUG EXPENSES, DELAY, DEMURRAGE OR LOSS OF USE OF THE VESSEL.

FORCE MAJEURE

1. MJM shall not be in breach of this contract or otherwise liable for damages or delays in performance due to circumstances beyond its reasonable control, including without limitation, any fires, floods, storms and other acts of God, labor disruptions (including strikes, lockouts, and slowdowns), illness or incapacity of MJM employees, terrorism, war, shortages of materials, lack of transportation, inability to procure power, supplies or raw materials, severe weather conditions, substantial increase in price of power, raw materials or supplies, and failure of performance of subcontractors and/or suppliers for similar reasons. Failure of to perform for these reasons aforesaid shall not be grounds for Customer's cancellation of an order, but the performance date shall be extended accordingly.

DEFAULT

1. The occurrence of any of the following events shall constitute a default under this Agreement:
 1. Breach by either party of this Agreement
 2. Failure of Customer to pay when due any amounts owed under this agreement;
 3. Failure of Customer to provide access to the Vessel and keys or codes;
 4. Any act or omission by Customer, which causes any of the representations to be false.

DISPUTES

In the event of a dispute or claim with respect to any item(s) of the agreed work, Customer shall pay promptly on a timely basis the agreed charges for all other items of the work not in dispute.

REMEDIES:

1. Upon any default by the Customer, MJM in addition to all other remedies in its sole discretion, may:
 1. Suspend its performance or terminate this Agreement
 2. Impose storage charges on the Vessel at M J Marine Services Ltd current storage rates;
 3. Retain possession of the Vessel until fully paid

4. Pursue all remedies, including non-judicial sale of the Vessel