



**Auto Marine Services**

# Terms of Business

These terms of business apply to all work done by us after 1 August 2017

## Definitions

"We" or "us" means Coupland Bell Ltd trading as Auto Marine Services.

"You" and "your" means the person or company purchasing goods and/ or services from us.

"Work" means the work we do for you.

## 1 Contract

1.1 These Terms and Conditions govern the supply of goods and/ or services by us to you. These Terms and Conditions constitute the entire and only agreement between us and you in relation to the supply of goods and/ or services. Our acceptance of your order by delivery of goods and/ or services to you constitutes a legally binding contract between us under these terms and conditions. In the event of you placing an order containing any terms or conditions, then this Contract shall prevail unless we agree an alternative contract in writing.

## 2 British Marine Federation terms of business

2.1 Edition 15a of the British Marine Federation terms of business shall apply, in addition to the following clauses. In the event of a contradiction between Edition 15a and a clause below, the clause below shall apply.

## 3 Instruction to proceed

3.1 We require your full contact details and may ask for a written instruction to proceed (e.g. an email or signed work request form).

3.2 Quotations are given based on details you provide and what we have seen. Where additional work or parts are required, we will tell you and ask for your instruction. If the scope has changed significantly we may ask you for a new written instruction before proceeding.

3.3 If you agree to work, or additional work, you agree to pay for it promptly, either as we have quoted if a quote has been provided, or for parts and labour at our current prices.

## 4 Guarantee

4.1 We guarantee our work for 12 months from completion against all defects which are due to poor workmanship or defective materials supplied by us and which has been paid for in full.

Further conditions apply (see clause 2).

4.2 We are not responsible for problems not associated with our work and will not accept problems that arise after completion of our work as a valid reason for with-holding payment, unless they are due to poor workmanship or defective materials supplied by us.

4.3 When we fit an engine, stern drive or other part(s) that we have not supplied or worked on, our guarantee is limited to the work we have done.

4.4 If we supply or refurbish an engine, stern drive or other part(s) and they are fitted by others, our guarantee is limited to the part(s) we supplied and/ or our refurbishment work. We cannot take responsibility for fitting by others or any damage that may result from the installation. Note that manufacturers guidelines for installation must be followed and product warranties can be invalidated by incorrect fitting.

4.5 We cannot guarantee work if you cancel it before completion.

## 5 Our charges

5.1 Our hourly rate is charged on the time we spend on the work we do for you, unless a fixed price quotation has been provided in writing. Our hourly rate is published on our website.

5.2 We charge travelling time from our premises to your job and back, as incurred. If we are kept waiting on site for a boat to be lifted or for access to it, we charge our time rounded down to the nearest half hour at our rate for travelling. We may leave site and return another day if we cannot get access.

5.3 Our mileage rate is charged on the miles we drive getting to and from your job and in collecting or delivering parts or otherwise following your instructions associated with the work. Our mileage rate is published on our website.



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5.4 If we increase our prices during the period we are working on your job, the prices at the start of the job will apply, unless we have provided a quotation or we notify you of an increase in our prices.

### **6 Deposits and payment**

6.1 We hold your engine, part(s) or work as a deposit until full payment has been received.

6.2 If we work on your boat away from our premises, we may hold your keys as a deposit until full payment has been received.

6.3 Payment for all work, goods and services is due immediately on invoice date, unless otherwise agreed.

6.4 We have a right to charge interest on any sum outstanding and "a general lien" to hold your property pending payment (see clause 2).

6.5 We may instruct a debt collection agency to collect payment of any unpaid bill(s) (including any interest and/or late payment charges) on our behalf or take legal action to recover any unpaid bill(s).

6.6 If you do not pay for all work, goods and services within 30 days of the payment date, we may pass information about you to a credit reference agency.

6.7 We reserve the right to claim interest, compensation and reasonable costs under the Late Payment of Commercial Debts (Interest) Act 1998 and it is agreed that the term implied by that Act shall apply after any judgement as well as before. Any reference to the Late Payment of Commercial Debts (Interest) Act 1998 is also a reference to any amendment, modification or re-enactment of it. If for any reason the Late Payment of Commercial Debts (Interest) Act 1998 does not apply interest shall be payable on overdue amounts at 8% over the Bank of England Base Rate from time to time.

6.8 Without prejudice to our right to claim costs under the Late Payment of Commercial Debts (Interest) Act 1998, if for any reason any payment is not made when due we reserve the right to be paid on an indemnity basis any costs we incur in recovering any money due under this contract (and the costs of recovering such costs) including our administrative costs and any costs incurred with lawyers, arbitrators or debt collection agencies. Our administrative costs may include the cost of employing the staff concerned and the overheads attributable to them for the time spent. In calculating our administrative costs credit will be given for any compensation due under the Late Payment of Commercial Debts (Interest) Act 1998.

### **7 Complaints**

7.1 If you are unhappy with our work, you should inform us in writing within 7 days of completion. We will investigate the cause and if it is reasonable and our responsibility we will promptly remedy it.

7.2 If you are unhappy with an invoice, you should inform us in writing within 7 days of the invoice date. We will check our records and timesheets and ensure fair and accurate charges for parts and labour. We will not accept challenges to our charges at a later date as a valid reason for withholding payment, although we will hold our records and timesheets for a reasonable time and check them if requested to do so.

### **8 Cancellation**

8.1 You may cancel an order for work at any time and we may ask you to confirm your instruction in writing.

8.2 If you cancel work that has been started but not completed, you agree to pay for the work that has been done up to the time of your instruction to stop and for any part(s) that have been supplied or fitted.

8.3 If you cancel an order for parts, we may charge you any costs we incur in obtaining the parts and returning them.

### **9 Limit of liability**

9.1 If work is delayed due to factors beyond our control, such as parts being delayed or additional



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work being required, we will tell you, but we cannot offer discounts due to work being delayed.

9.2 We will not be liable to you for any costs you incur or any loss of time, profits, revenues, contracts, interest, business, goodwill or opportunity (whether or not foreseeable) arising from or in connection with our work (whether in contract, negligence or otherwise).

9.3 You agree to indemnify us against any claims or legal proceedings that are brought or threatened against us by a third party as a result of our work for you. We will notify you of any such claims or proceedings and keep you informed as to the progress of such claims or proceedings.

9.4 We maintain marine trade insurance, including public liability insurance. This may not cover theft or damage to your property and you are asked to ensure your property is adequately insured.

### 10 Disputes

10.1 Any dispute or difference arising out of or in connection with this contract may at our discretion be determined by appointment of a single independent Arbitrator to be agreed between the parties, or failing agreement within fourteen days after we have given you a written request to concur in the appointment of an Arbitrator, by an Arbitrator to be appointed by the Chartered Institute of Arbitrators. If you do not concur in the appointment of an Arbitrator and an Arbitrator is appointed by the Chartered Institute of Arbitrators, you agree to pay the amount charged by the Chartered Institute of Arbitrators in making the appointment. The Arbitrator's decision is legally binding.

10.2 If the Arbitrator makes a charge, each party shall pay its own costs within fourteen days of the demand to pay and may include such costs in the amount claimed from the other party through arbitration.