

Mylor Yacht Harbour - Relaunch instructions 2008

Personal Details	Please insert amendments here
Boat's name	
Owner's name	
Address	
Town	
Postcode	
Tel. No Home	
Work/Mobile	
Email	
Account number	
Boat's location afloat	
Class and type of boat	
MYH Contract type	
Keel type	
LOA (incl. bowsprit) (m)	
Beam	Draft

Earliest launch date (where possible, we will endeavour to give you the earliest date requested) ----- Please allow at least three working days between these dates

Latest launch date -----

Relaunching	Please tick
Dismantle MYH cradle and launch boat	<input type="checkbox"/>
Dismantle owner's cradle, store*, and launch boat	<input type="checkbox"/>
Remove owner's legs, store/put below*, and launch	<input type="checkbox"/>
Remove shores and launch boat	<input type="checkbox"/>
Lift off owner's trailer, store*, and launch boat	<input type="checkbox"/>
Location of trailer: _____	
Date & ETA if not on site _____	
Lift off haulier's transport and launch boat	<input type="checkbox"/>
Name of haulier: _____	
Date & ETA: _____	
<small>*Delete if owner will collect and store trailer off site. 'Store' means store at MYH.</small>	

Masts & Rig	Please tick
There is no mast	<input type="checkbox"/>
Leave mast in situ	<input type="checkbox"/>
Step mast (see Rigging section)	<input type="checkbox"/>

Lifting locations	Please tick
Lifting locations are clearly marked (tick to confirm)	<input type="checkbox"/>
<small>Where lifting locations are clearly marked, they will be used. In the absence of such marks, we will use our best judgement, however no liability can be accepted for any consequential damage</small>	

Yard service work	Please tick
Pressure wash bottom and scrub waterline	<input type="checkbox"/>
Strip, clean and service Blake's seacocks	<input type="checkbox"/>
Inspect and report on other seacocks	<input type="checkbox"/>
Antifoul the bottom of the vessel	<input type="checkbox"/>
Colour _____	
Type _____	
Mask up and paint boot top	<input type="checkbox"/>
Colour _____	
Type _____	
Remove/store* strong back and cover	<input type="checkbox"/>
Refit owner's mooring strop (M)	<input type="checkbox"/>
Make up & fit new soft mooring strop (M)	<input type="checkbox"/>
Fill water tanks after launch	<input type="checkbox"/>
Fill fuel tanks after launch	<input type="checkbox"/>
Refit gas bottles from MYH store	<input type="checkbox"/>
Wash and scrub the decks	<input type="checkbox"/>

Electrical service work (M)	Please tick
Disconnect electricity and read meter	<input type="checkbox"/>
Remove yard cable/put own cable below*	<input type="checkbox"/>
Disconnect yard/my* dehumidifier	<input type="checkbox"/>

Office use only

Additional yard instructions – Mylor Yacht Harbour (01326) 372121

If this space is insufficient, please attach further details on a separate sheet

*Delete as appropriate unless otherwise stated

Health & safety notice for clients – disposal of hazardous material	
<p><i>Please note that facilities are provided on site for the disposal of:</i></p> <ul style="list-style-type: none"> Batteries – in the container provided (all types of battery) Flares – At local coastguard (T: 317575) or Police/Mylor Chandlery Waste oil and fuel – in the Waste Oil container provided <p>These items should NOT under any circumstances be disposed of elsewhere on site.</p>	<p><i>Please note the following safety expectations:</i></p> <ul style="list-style-type: none"> Do not remove shores or chocks from yachts No sandblasting/removal of antifouling without permission Report any safety concerns to the MYH office No chemical coating strippers to be used without prior knowledge of and acceptance by MYH

<small>Office use only</small>	Job number: <input style="width: 100%;" type="text"/>	Date booked: <input style="width: 100%;" type="text"/>	Date lifted: <input style="width: 100%;" type="text"/>
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Mylor Rigging – (01326) 375482 * delete as appropriate

Please tick those that apply

- | | | | |
|--|--------------------------|--|--------------------------|
| Step mast, tune and pin | <input type="checkbox"/> | Deck gear service package | <input type="checkbox"/> |
| Reconnect mast electrics and check | <i>See Marine Trak</i> | (Consists of servicing headsail and mainsail furler/s, all moving deck gear and winches) | |
| Remove boom/spinnaker pole* from store and refit | <input type="checkbox"/> | | |
| Bend sails back on (in store/on board*) | <input type="checkbox"/> | Replace liferaft on board from store | <input type="checkbox"/> |
| Replace standing/running* rigging | <input type="checkbox"/> | Replace inflatable on board from store | <input type="checkbox"/> |

Boatbuilding, repairs and valeting from Mylor Yacht Harbour

Please tick if you would like us to contact you to discuss any of the following. Please insert your preferred contact no. below.

Shipwright/boatbuilding & repair facilities:

- | | |
|--|--------------------------|
| Painting/varnishing | <input type="checkbox"/> |
| Timber work/joinery | <input type="checkbox"/> |
| GRP repairs/construction | <input type="checkbox"/> |
| Osmosis prevention/treatment | <input type="checkbox"/> |
| Stainless steel & metal fabrication | <input type="checkbox"/> |
| Keel renovation | <input type="checkbox"/> |
| Deck hardware installation/replacement | <input type="checkbox"/> |
| Gelcoat repairs | <input type="checkbox"/> |
| Antifouling removal | <input type="checkbox"/> |
| Sign writing/decals/headlinings | <input type="checkbox"/> |

Valeting:

- | | |
|--|--------------------------|
| Interior valeting | <input type="checkbox"/> |
| Topsides polishing | <input type="checkbox"/> |
| Topsides polishing (Chemical/non-abrasive) | <input type="checkbox"/> |
| Rain-ex windows treatment | <input type="checkbox"/> |
| Cleaning of soft furnishings | <input type="checkbox"/> |
| Sail/cover & sprayhood cleaning | <input type="checkbox"/> |
| Teak deck brightening | <input type="checkbox"/> |
| Gas systems (not refrigeration): | |
| Gas systems check and/or repairs | <input type="checkbox"/> |

Please insert your preferred contact number here: _____

Marine-Trak Engineering – (01326) 376588

Please tick those that apply

Engine/Gearbox make/model no. (required at all times) _____

Main inboard engine/main outboard:

- | | | | |
|---|--------------------------|--|--------------------------|
| Dewinterise engine, test run, check levels and controls | <input type="checkbox"/> | Engine service (if not done during winter) | <input type="checkbox"/> |
| Report on any defects found | <input type="checkbox"/> | Pre-season mechanical check | <input type="checkbox"/> |
| Remove batteries from store and fit | <input type="checkbox"/> | → No of batteries _____ | |

Electrical:

- | | |
|--|--------------------------|
| Safety check | <input type="checkbox"/> |
| Repairs/installations | <input type="checkbox"/> |
| Generator/Shore Power/Inverters | <input type="checkbox"/> |
| Refrigeration – installation/servicing/gas check | <input type="checkbox"/> |

Auxiliary outboard engines:

- | | |
|---------------------------|--------------------------|
| Remove from store and fit | <input type="checkbox"/> |
| Service unit | <input type="checkbox"/> |

Anodes:

- | | |
|---|--------------------------|
| Inspect and replace anodes as required | <input type="checkbox"/> |
| Anode corrosion control report (afloat) | <input type="checkbox"/> |

Mast electrics:

- | | |
|--|--------------------------|
| Reconnect mast electrics | <input type="checkbox"/> |
| Mast electrics working/safety check | <input type="checkbox"/> |
| (includes VHF aerial, navigation lights, electronics, check all mast & navigation light wires) | |

Boat voltage: (required)12v 24v

I hereby instruct Mylor Yacht Harbour Limited and/or its contractors to carry out work detailed above and have read and agree to the terms and conditions of business available overleaf/attached. I understand and accept that, for the purposes of processing my request my details will be kept on a database at Mylor Yacht Harbour and will be passed to the necessary contractors for their records.

I have read and accept the MYH Ltd terms and conditions of business overleaf: (obligatory)

Name/signature of individual completing form: _____ Date: _____

REMINDER:

- Please ensure that boat keys are with MYH office prior to lift
 Please ensure that boat name is clearly visible on hull or cradle/trailer
 Please check you have valid insurance cover afloat/ashore

Please tick to confirm

-
-
-
-
-

TERMS OF BUSINESS

Edition 12A



THESE TERMS OF BUSINESS APPLY TO ALL CONTRACTS FOR WORK AND FACILITIES OR GOODS UNDERTAKEN ON OR AFTER 14 OCTOBER 2003

1 LIABILITY

1.1 We shall not be liable for any loss or damage caused by any event or circumstance beyond our reasonable control (such as extreme weather conditions, the actions of third parties not employed by us or any defect in any part of a customer's or third party's vessel); this extends to loss or damage to vessels, gear, equipment or other goods left with us for repair or storage, and harm to persons entering our premises or using any of our facilities or equipment.

1.2 We shall take all reasonable and proportionate steps having regard to the nature and scale of our business to maintain security at our premises, and to maintain our facilities and equipment in reasonably good working order. Subject to this and in the absence of any negligence or other breach of duty by us vessels, gear, equipment or other goods are left with us at the customer's own risk and customers should ensure that their own personal and property insurance covers such risks.

1.3 We shall not be under any duty to salvage or preserve a customer's vessel or other property from the consequences of any defect in the vessel or property concerned unless we shall have been expressly engaged to do so by the customer on commercial terms. Similarly we shall not be under any duty to salvage or preserve a customer's vessel or other property from the consequences of an accident which has not been caused by our negligence or another breach of duty on our part. However we reserve the right to do so in any appropriate circumstances, particularly where a risk is posed to the safety of people, property or the environment. Where we do so we shall be entitled to charge the customer concerned on a normal commercial basis.

1.4 Customers may themselves be liable for any loss or damage caused by them, their crew or their vessels and while their vessel or other property is on our premises or is being worked on by us they shall be obliged to maintain adequate insurance, including third party liability cover for not less than £2,000,000, and, where appropriate, Employers' Liability cover in respect of any employee to at least the statutory minimum. The customer shall be obliged to produce evidence to us of such insurance within 7 days of a request to do so.

2 PRICES AND ESTIMATES

2.1 In the absence of express agreement to the contrary our price for work shall be based on time and materials expended and services provided.

2.2 When we give an estimate or indication of price - in writing or orally - we will exercise skill and judgement in doing so. Such estimates are subject always to the accuracy of information provided by the customer and are usually based only on a superficial examination and will not include the cost of any additional repairs or work found necessary to the vessel and/or gear or equipment during the work nor the cost of any extensions to the work comprised in the estimate.

2.3 We will inform the customer promptly of any proposed increase in estimated prices and the reasons therefor and will only proceed with the work or supply with the approval of the customer. 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 price.

3 DELAYS

3.1 The time for completion of our work is given in good faith but is not guaranteed. We shall not be responsible for any delay in completion of the work or for the consequences of any such delay unless it arises from our wilful acts or omissions or from our negligence.

4 VESSEL MOVEMENTS

4.1 We reserve the right to move any vessel, gear, equipment or other goods at any time for reasons of safety, security or good management of our business and premises.

5 PAYMENT

5.1 Unless otherwise agreed between us the price of all work, goods and services shall be due immediately on invoice date.

5.2 Where a customer delays in payment for more than 30 days or withholds more than a proportionate sum against rectification of any alleged defects we reserve the right to charge interest on the outstanding amount at 4% over Barclays Bank Plc base rate.

5.3 We reserve a general right ("a general lien") to detain and hold onto a customer's vessel or other property pending payment by the customer of any sums actually due to us. We shall be entitled to charge the customer for storage and the provision of any ongoing services at our normal daily rates until actual payment (or provision of security) by the customer and removal of the vessel or property from our premises. The customer shall at any time be entitled to remove the vessel or other property upon providing proper security, for example a letter of guarantee from a Bank reasonably acceptable to us or lodgement of a cash deposit with a professional third party agent or with the British Marine Federation, sufficient to cover the debt with interest and, where the debt is contested, a reasonable provision for our prospective legal costs. This right does not affect the customer's entitlement to withhold a proportionate part of the price in respect of alleged defects but where that amount is in dispute between us the customer shall be required to provide security for the full amount pending resolution of the dispute.

5.4 Our customers' attention is drawn also to the note at Clause 9.2 of these Terms of Business regarding other rights which exist at law.

6 GUARANTEE

6.1 Advice on whether a customer is "a consumer" or otherwise protected by some or all of the consumer protection legislation in force in the United Kingdom may be obtained from any local Trading Standards Office, the Citizens Advice Bureau, the Office of Fair Trading or any firm of Solicitors (who may charge). Online guidance may be obtained at the Government's Consumer Gateway website at <http://www.consumer.gov.uk/>

6.2 Where a customer is also a consumer he has certain minimum statutory rights regarding the return of defective goods and claims for losses. These rights are not affected by these terms.

6.3 In addition to the statutory and other rights provided by English law we guarantee our work for a period of 12 months from completion against all defects which are due to poor workmanship or defective materials supplied by us. We shall be liable under this guarantee only for defects appearing during this 12-month period which must be promptly notified to us in writing at our trading address or registered office [set out on our letterhead]. The geographical area within which this guarantee will be honoured is restricted to the [United Kingdom].

6.4 On notification by the customer of such defects, we will investigate the cause and if they are our responsibility under the terms of this guarantee we will promptly remedy them or, at our option, employ other specialist contractors to do so. Any remedial work which is put in hand by the customer other than through ourselves in accordance with the terms of this guarantee may invalidate this guarantee in respect of such defects if we are not advised beforehand and given the opportunity to inspect and agree such work and its cost.

6.5 Where we supply goods or services to a partnership or company or to a customer who is acting in the course of a business or a commercial operation (a "Business Customer") then:

6.5.1 No article supplied by us to a Business Customer shall carry any express or implied term as to its quality or its fitness for any particular purpose unless prior to the supply the Business Customer has sufficiently explained the purpose for which it is required and made it clear that he is relying on our skill and judgement.

6.5.2 No proprietary article specified by name, size or type by a Business Customer shall carry any such express or implied term but we will assign to the Business Customer any rights we may have against the manufacturer or importer of that article.

6.5.3 We accept no liability to indemnify a Business Customer against any loss of profit or turnover which he or his customer or any other person may sustain in consequence of the failure of any faulty or unfit article supplied by us.

7 QUALITY STANDARDS

7.1 We will complete our work to the agreed specification and, in the absence of any other contractual term as to quality, to a satisfactory quality.

8 ACCESS TO PREMISES/WORK ON THE VESSEL

8.1 Subject to the terms of Clause 8.2 no work shall be done on the vessel, gear, equipment or other goods while on our premises without our prior written consent other than minor running repairs or minor maintenance of a routine nature by the customer, his regular crew or members of his family not causing nuisance, or annoyance to any other customer or person residing in the vicinity, nor interfering with our schedule of work, nor involving access to prohibited areas.

8.2 Prior written consent will not be unreasonably withheld where:

8.2.1 The work is of a type for which we would normally employ a specialist subcontractor; or

8.2.2 The work is being carried out under warranty by the manufacturer and/or supplier of the vessel or any part of the equipment to which the warranty relates.

8.3 In every case neither the customer nor his invitees shall have access to the vessel during periods of work by us on the vessel without our prior consent, which shall not be unreasonably withheld.

9 RIGHT OF SALE

9.1 Where we accept vessels, gear, equipment or other goods for repair, refit, maintenance or storage we do so subject to the provisions of the Torts (Interference with Goods) Act 1977. This Act confers a Right of Sale on us in circumstances where the customer fails to collect or accept re-delivery of the goods (which includes a vessel and/or any other property). Such sale will not take place until we have given notice to the customer in accordance with the Act. For the purpose of the Act it is recorded that:

9.1.1 Goods for repair or other treatment are accepted by us on the basis that the customer is the owner of the goods or the owner's authorised agent and that he will take delivery or arrange collection when the repair or treatment has been carried out;

9.1.2 Our obligation as custodian of goods accepted for storage ends on our notice to the customer of termination of that obligation;

9.1.3 The place for delivery and collection of goods shall be at our premises unless agreed otherwise.

Advice regarding the Act and its effect may be obtained from any of the sources referred to at Clause 6.1 above.

9.2 Maritime Law entitles us in certain other circumstances to bring action against a vessel to recover a debt or damages. Such action may involve the arrest of the vessel through the Courts and its eventual sale by the Court. This right of arrest and sale may continue to exist against a vessel following a change of ownership. Sale of a vessel may also occur through the ordinary enforcement of a judgment debt against the Owner of a vessel or other property.

10 SUB-CONTRACTING

10.1 We may sub-contract all or part of the work entrusted to us by the customer, on terms that any such sub-contractor shall have the protection and benefit of all rights and conditions, and of all limitations and exclusions of liability, contained in these Terms of Business. Where we exercise this right we shall remain responsible to the customer for the performance of our subcontractor.

11 NOTICES

11.1 Notice to a customer shall be sufficiently served if personally given to him or if sent by first class post to the customer's last known address. Notices to us should be sent by first class post to our principal trading address or registered office.

12 LAW AND JURISDICTION

12.1 Any contract or series of contracts made subject to these terms shall be subject to and governed by English law and

12.2 In the case of Business Customers any dispute arising under them shall be submitted to the exclusive jurisdiction of the Courts of England and Wales.

12.3 In the case of customers who are consumers or who are not contracting in the course of business any dispute shall be submitted to the non-exclusive jurisdiction of the Courts of England and Wales.

Published by the British Marine Federation and approved by the RYA, who recommend that disputes are submitted to alternative dispute resolution under the Marine Dispute Resolution Rules published by the British Marine Federation.