**Terms of Business Rev.01 – 11th November, 2016**

These terms of business are the conditions under which MJ Marine Limited conduct their business and form part of all agreements entered into with the Company. Any variation to these terms shall be valid only if agreed in writing and signed by both Company and Client.

1. **Definitions**

The terms used in this document have the following meaning:

**Agreement** means the agreement between the Company and Client incorporating these terms of business and any agreed amendments.

**Company** means MJ Marine Limited, registered office: 1, Appleton Gardens, South Cave, Brough, East Yorkshire, HU15 2EN.

**Client** means any person or entity which engages the Company on business

**Charges** means fees, expenses, interest and all other sums payable for services provided by the Company.

1. **Scope of Work**
   1. The Company will discharge all work that it is contracted for to a standard which could be reasonably and ordinarily expected from a skilled and experienced person.
   2. The Client warrants that it has the full authority to enter into the agreement to obtain the services and to be bound by these terms.
   3. The scope of work to be carried out will be in accordance with the written instructions of the client prior to the commencement of works.
   4. Any extension or amendment to the scope of work will only be carried out on written instruction from the client and agreement of the Company.
2. **Charges and Payment**
   1. The charges due for services will be those agreed in writing with the client at the formulation of the agreement.
   2. Travel expenses will not be charged for work within a 40 mile radius of the Company Registered Address, unless agreed with the client in advance. Travel expenses outside of a 40 mile radius will be charged at 45pence per mile for mileage and cost for fares, hotels, subsistence etc.
   3. All charges are exclusive of any applicable Value Added Tax or similar tax which may be imposed by government or authorities.
   4. If the Company incurs unavoidable abnormal or unforeseen costs in providing the services in accordance with these terms those costs shall be payable by the Client in addition to the Charges.
   5. Payment shall be made by the client within 30 days of the date of the invoice for services, unless an alternative period is agreed with the Company in writing.
   6. The client shall pay all charges without deduction for any reason. If the charges are not settled in full by the due date then the Company may charge interest on the unpaid amount from the due date at a rate of 5% above the Bank of England base rate.
   7. The client shall pay all costs incurred by the Company in attempting to recover any overdue charges.
   8. In the event of non-payment of any invoice the Company has the right to suspend the provision of further services or require advance payment for such services.
3. **Reports**
   1. Any reports provided by the Company to the Client are for the sole use of the client and not for the use of any third party, unless agreed with the Company.
   2. Any report on the condition of a vessel or the conduct of trials is comment on the condition of the vessel and the results of the trials at the time the inspection or trials were carried out and with the vessels operational set up at the time of the trials.
4. **Warranties**
   1. The client indemnifies, and shall keep indemnified, the Company from all loss, injury, damage or liability sustained and all fees, costs and expenses incurred by the Company resulting from information provided by the Client to the Company which proves to be incorrect.
5. **Liability**
   1. The Company shall have no liability to the Client for any consequential, indirect loss or any other loss suffered or incurred by the Client arising out of the supply of services. This clause does not apply in respect of any liability of the Company for death or personal injury to any person.
   2. Any error or omission in any quotation, invoice or document issued by the Company shall be subject to correction without liability on the part of the Company.
   3. Any liability of the Company to the Customer in respect of any agreement under these terms shall be limited to the aggregate of sums payable by the Customer for the previous month under the relevant agreement.
6. **Weather and Force Majeure**
   1. The Company reserves the right to refuse to provide any services for reasons of safety concerns or inclement weather, or to provide services subject to such further conditions that the Company may impose.
   2. The Company shall not be liable to the Client for any failure to provide services or breach of the agreement if the failure to provide was due to any force majeure event.
7. **Cancellation**
   1. In the event that the client cancels its requirement for services at any time, the Company my recover the full charges due to it by the client, or such lesser amount as the Company in its sole discretion may decide.
8. **Complaints**
   1. The Company aims to provide a professional and efficient service at all times, however if for any reason you are unhappy with our service we are committed to resolving matters promptly. If you do wish to make a complaint about our service please contact, in the first instance, our Director Michael Jubb at the Company’s Registered Address.
   2. Any disputes under these terms shall be settled under English Law under the jurisdiction of English courts.
   3. In the event that any of the clauses in this document are unenforceable then the all remaining clauses shall remain in full force.

**Signed on Behalf of MJ Marine………………………………………………………..**

**Print Name: Date:**

**Position:**

**Client Name:**

**Signed and accepted on behalf of the client…………………………………………………… Date:**

**Print Name:**

**Position:**