



Terms and Conditions

Definitions

"Company" refers to JSA Marine Services Ltd.

"Customer" refers to any individual or organisation purchasing goods or services from the Company.

"Vessel" refers to any boat or floating structure owned, operated, or managed by the Customer.

1. Agreed Services

1.1. These Terms of Business apply to all work undertaken by JSA Marine Services Ltd (may also be referred to as 'we' or 'us' in these Terms and Conditions) for customers (may also be referred to as 'you' in these Terms and Conditions).

1.2. The description of any goods or scope and nature of any services supplied to you by JSA Marine Services Ltd will be as set out in any Order for Works supplied to you or, otherwise, as we have verbally agreed.

1.3. Any other work which is not set out in an Order for Works, or which was otherwise not verbally agreed with us will be treated as a separate instruction which is also subject to these Terms and Conditions.

1.4. Work will be charged at our current hourly rate unless agreed otherwise.

1.5. Verbal advice and recommendations are regarded as a service and will be treated as such. Details of our hourly rates are available on request.

2. General

2.1. We reserve the right to refuse any job.

2.2. We will complete our work to the agreed specification. As the trader, we will perform the service with reasonable care, skill and endeavour to complete all work within the time scale agreed.

2.3. Vessels or goods for repair or other treatment are accepted by JSA Marine Services Ltd on the basis that the Customer is the owner of the goods, or the owner's authorised agent, and that they will take delivery or arrange collection when the repair or treatment has been carried out.

2.4. Our obligation as custodian of vessels or goods accepted for storage ends on our notice to the customer of termination of that obligation.

2.5. All vessels must be fully insured against usual risks and perils including fire.

2.6. JSA Marine Services Ltd shall not be liable whether in contract, tort or otherwise, for any loss, theft or any other damage caused to any vessel, vehicle or other property of the Customer or others claiming through the Customer.

2.7. Customers may themselves be liable for any loss or damage caused by them, their crew or their vessels. Any vessel, gear, equipment or other goods left with us is at the customer's own risk; the customer should maintain adequate insurance.

2.8. JSA Marine Services Ltd shall not be liable for any loss or damage caused by any



events or circumstances beyond our reasonable control (such as extreme weather, the actions of third parties not employed by us or latent defects). This includes loss or damage to vessels, gear, equipment or other goods left with us for repair or storage, and harm to persons entering the premises and/or using facilities or equipment. Customers should ensure that their own personal and property insurance covers all such risks.

2.9. Customers must always be aware of the safety of others in the yard. You shall indemnify JSA Marine Services Ltd against loss, damage, costs, claims or proceedings incurred by, or instituted against JSA Marine Services Ltd, its servants or agents which may be caused by you, your vessel, vehicle or your agents, to the extent that such loss, damage, claims or proceedings may be caused by the negligence or wilful act of JSA Marine Services Ltd.

2.10. Any waste materials are to be removed by the customer and the site kept safe and tidy at all times. A charge, calculated in accordance with our current hourly rate, will be charged for clearance if customers fail to comply.

2.11. All rubbish and customer items must be cleared before departure.

2.12. The bins at the entrance of the marina are for the sole use of residents of Willow Tree Marina and are not to be used by customers of JSA Marine Services Ltd.

2.13. The bins outside the JSA Marine Services Ltd office are for the sole use of JSA Marine Services Ltd and are not to be used by customers.

2.14. JSA Marine Services Ltd premises are located and are accessible from the property of Willow Tree Marina. The general conditions of Willow Tree Marina, which are available on request, must always be adhered to. Customers should note that the marina facilities are for the sole use of residents only and are not to be used by the customers of JSA Marine Services Ltd.

2.14. All works are undertaken on the quayside during the day. For projects spanning multiple days, vessels may remain moored on the quayside overnight at a rate of £20 per night.

Customers wishing to avoid this charge may relocate their vessel to the opposite side of the canal each evening and return it to the quayside the following morning.

2.15. On completion of works, vessels must be collected the same day. Failure to do so will incur a £70 fee for relocation across the canal.

2.16. For call-out works away from Willow Tree Marina, suitable access and parking must be available near the vessel. Any parking fees or penalties incurred will be charged to the customer.

3. Payment

3.1. Unless otherwise agreed in writing, payment for estimated labour and parts must be made in full as a deposit before work begins. Any difference between the estimate and actual time will be refunded or invoiced accordingly. Additional charges, such as waste removal, vessel relocation, or parking fees/penalties, will also be added to the final invoice.

3.2. Invoices are due immediately. At Willow Tree Marina, all additional charges must be settled before the vessel leaves. For call-outs, invoices must be paid on site before we depart.

3.3. If further issues require a return visit, this will be treated as a new job. All outstanding invoices must be settled before we return.

3.4. We reserve the right to retain possession of vessels, gear, equipment, or other goods until payment is received in full.



4. Pricing

- 4.1. All prices are quoted exclusive of VAT unless stated otherwise. VAT will be charged at the applicable rate at the time of invoicing.
 - 4.2. Estimates are given in good faith but shall not be binding. Final charges may vary depending on materials, labour, and unforeseen circumstances.
 - 4.3. Any additional work not included in the original Order for Works will be charged separately at our current hourly rate unless otherwise agreed.
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5. Deposits

- 5.1. A deposit covering estimated labour and parts is required before work starts.
 - 5.2. If actual costs are lower, the difference will be refunded; if higher, the balance will be invoiced and must be paid in line with our Payment terms.
 - 5.3. Deposits are non-refundable unless otherwise agreed in writing or where work cannot be carried out due to circumstances beyond our control.
 - 5.4. No work will commence until the deposit is received in full.
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6. Cancellation

- 6.1. If you wish to cancel any work, you must notify us 14 days before the job is booked in.
 - 6.2. If cancellation occurs 7 days before the job date you will lose your deposit / will be charged the labour rate.
 - 6.3. JSA Marine Services Ltd reserves the right to charge a cancellation fee where appropriate.
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7. Guarantee

- 7.1. We guarantee our work for a period of three months from the date of completion. This guarantee covers defects in workmanship but does not cover fair wear and tear, misuse, neglect, or failure to follow our instructions.
 - 7.2. Parts and materials are subject to the manufacturer's warranty only.
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8. Governing Law & Entire Agreement

- 8.1. These Terms and Conditions shall be governed by and construed in accordance with the laws of England.
- 8.2. Any disputes shall be subject to the exclusive jurisdiction of the courts of England.
- 8.3. These Terms and Conditions constitute the entire agreement between the parties and supersede any prior agreements, understandings, or representations.
- 8.4. If any provision of these Terms and Conditions is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.