

TERMS OF BUSINESS FOR SOUTHERN BLAST LTD

SUBJECT TO WHICH ALL VESSELS AND OTHER GOODS ARE SUPPLIED AND WORK IS UNDERTAKEN AND FACILITIES ARE PROVIDED.

1. We and our employees accept no responsibility for loss, damage or delay arising from any cause whatsoever-this includes damage caused by unpredicted weather conditions- unless such loss, damage or delay was caused by, or resulted from our negligence or deliberate act of those for whom we are responsible. Subject to that exception, all vessels and gear are repaired, worked on, moved, stored or otherwise managed kept at the sole risk of the Owner. Customers should therefore ensure that their vessels and property are adequately insured against all risks, they should also ensure that they are themselves adequately insured against third party risks as they may be liable for damage caused by their vessels, themselves or their crew whilst on or about the premises. Additionally, Southern Blast Limited confirm that they have in place insurance with a bona fide and reputable Insurance Company covering their workforce and any Third Party from any loss damage injury death or harm caused by the work or the negligence or deliberate act of Southern Blast Ltd, its workforce or agents and as required by Law. The Customer is indemnified by Southern Blast Limited against any claims arising from any such loss damage injury death or harm.
2. Subject to express agreement to the contrary, quotations are given in good faith. Delivery dates cannot be guaranteed, but delivery should be within a reasonable time of any date specified bearing in mind all circumstances of the particular case. Quotations are valid for a period not exceeding 60 days.
3. Quotations cover only the goods, the work and / or items specified. Additions, alterations, waiting time and any additions due to modified instructions will be charged to the customer at reasonable prices.
4. Southern Blast will endeavour to ensure that weather conditions are suitable for coating application on the day of intent to apply, however in the unfortunate event of weather causing damage to applied coatings then Southern Blast will not accept responsibility and will usually offer to repair any damage done by weather at cost-however this is at Southern Blasts discretion.
5. In the unlikely event that the customer is not satisfied with the work carried out by Southern Blast then Southern Blast MUST be informed in writing as soon as practicable but no later than three weeks after the event in order for us to investigate and decide an appropriate course of action. Complaints after the above period will not be entertained and payment will be required in full (this does NOT invalidate any warrantee claim). Southern Blast will not accept any liability for costs incurred.
6. Unless otherwise specified our terms of payments are strictly 7 days from the date of issue of the invoice or before the vessel is removed from the yard where the work was carried out- whichever is the earlier. Outstanding monies will be charged at 5% above Lloyds bank rate interest after 30 days and per month or part thereafter. In the event of our having to take steps to recover any debts then all costs to this end will be borne by the customer. Any discounts applied will be withdrawn and normal charges applied to any late payments in addition to the above.
7. Subject to any agreement to the contrary we hold the right to exercise a lien upon any vessel and/ or its gear and equipment until such time as all outstanding monies for work, goods or materials have been paid in full and all associated costs will be borne by the customer.
8. In all cases any materials supplied shall remain the property of Southern Blast until they have been paid for in full, and any warranty claim shall only be valid if the total invoice amount has been received in full.
9. For underwater coating work the warrantee shall commence from the date of immersion providing all other terms have been met.
10. Before any works are out carried a 40% deposit will be required.

PLEASE TICK THE BOX BELOW AS ACCEPTANCE OF THESE TERMS AND RETURN TO paul@symlblast.com

I have read and accept the above terms.....Date.....

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