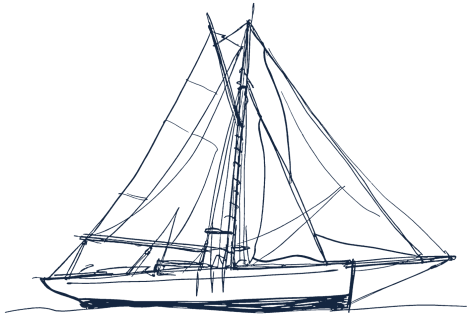




BROOKES

SHIPWRIGHTS LIMITED

8 Homewell, Havant, PO9 1EE
07590 821595 · shipwrights@mail.com

TERMS OF BUSINESS

Repair, maintenance and refit of boats

Effective from 13 October 2026 · Version 1

These terms apply to all work Brookes Shipwrights Limited carries out on your boat. Please read them before instructing us. If anything is unclear, ask us before work starts. Nothing in these terms affects your legal rights as a consumer.

1. Who we are and key words

- 1.1 "We", "us" and "our" mean Brookes Shipwrights Limited, company number 14206864, registered office 8 Homewell, Havant, PO9 1EE. We work at boatyards, marinas and moorings in the area, and at other locations by arrangement.
- 1.2 "You" means the person who instructs us. "The boat" means the vessel we are asked to work on, including its gear, equipment and contents.
- 1.3 "The work" means the repair, maintenance, refit, painting, joinery or other services we agree to provide, together with any work we arrange through other trades on your behalf.
- 1.4 If you instruct us on behalf of the owner, you confirm that you have the owner's authority to do so. If you do not, you are personally responsible for these terms.

2. Estimates, not fixed quotes

- 2.1 Unless we expressly agree a fixed price in writing, any price we give you is an **estimate** based on what we can see and reasonably expect at the time.
- 2.2 On older boats, rot, failed fastenings, corrosion and other hidden damage often only become visible once planks, fittings, paint or linings are removed. For this reason we cannot always know the full extent of a job in advance.
- 2.3 If we find that the work will cost materially more than our estimate, or that further work is needed, we will stop and contact you before going further. We will not carry out additional work without your agreement, except where it is urgently needed to keep the boat safe and we cannot reach you.
- 2.4 Estimates are valid for 30 days unless we say otherwise. Inspections and written reports may be charged for; we will tell you the cost first.

3. Your instructions and changes

- 3.1 We will agree the scope of work with you before starting, and confirm it in writing (email or text is fine).
- 3.2 If you ask for changes or extra work, we will tell you how this affects the estimate and the timescale.
- 3.3 Any dates we give are our best estimate. Weather, the availability of materials or other trades, boatyard lifting schedules and hidden defects can cause delays. We will keep you informed.

4. Other trades we arrange

- 4.1 We can arrange marine engineering, rigging, electrical work, gelcoat repair and other specialist work on your behalf so that you have one point of contact.
- 4.2 Where we arrange another trade, we will tell you who they are. Unless we agree otherwise in writing, their work is carried out under their own terms and guarantee, and we are not responsible for the quality of their work. We will, however, coordinate the job and help resolve any problem.
- 4.3 Charges from other trades may be invoiced through us or directly to you. We will tell you which before the work starts.

5. Boatyards and marinas

- 5.1 We are an independent business. We often work on boats at boatyards and marinas that we do not own or operate, and we are not responsible for their facilities or services.
- 5.2 Lifting, launching, hard standing, storage, berthing and other services are provided by the boatyard or marina under its own terms and are payable to them unless we agree otherwise.
- 5.3 You are responsible for arranging the boat's place at the boatyard or marina, making sure it allows us to work there, and paying its charges.

6. Materials and parts

- 6.1 We use materials and fastenings suited to the boat and the job. Where we have a choice that affects cost or appearance, we will discuss it with you.
- 6.2 Materials bought specially for your job are charged at cost plus 15% unless included in a fixed price. Specially ordered items cannot always be returned.
- 6.3 Parts we remove will be returned to you if you ask before work starts. Otherwise we may dispose of them.
- 6.4 If you supply your own materials or parts, we are not responsible for their quality or suitability.

7. Payment

- 7.1 A deposit of 25% of the estimate is payable before work starts, unless we agree otherwise.
- 7.2 On longer jobs we may invoice in stages as work progresses. Invoices are payable on receipt.
- 7.3 Payment is by bank transfer to the account shown on our invoice.
- 7.4 If payment is late, we may charge interest. For business customers this will be at the rate allowed by the Late Payment of Commercial Debts (Interest) Act 1998. For consumers, interest will be charged at 2% a year above the Bank of England base rate.
- 7.5 We are entitled to keep the boat, and anything we have fitted or supplied, until all money owed to us for the work has been paid (a repairer's lien). Boatyard or marina charges may also need to be paid before they will release the boat.

8. Your responsibilities

- 8.1 Please keep the boat fully insured while it is with us, including while it is ashore, being lifted, or being worked on. Our liability is not a substitute for your own insurance.
- 8.2 Tell us about anything we should know before work starts, such as known defects, hazards, previous repairs, or gas, fuel or electrical issues.
- 8.3 Remove valuables and loose personal items. We are not responsible for items left aboard unless caused by our negligence.

8.4 For safety, please arrange with us before visiting or working on the boat while our work is under way.

9. Our guarantee and liability

- 9.1 We will carry out the work with reasonable care and skill. Except as set out in 9.3, we guarantee our own workmanship for 12 months from completion. If a fault in our workmanship appears in that time, tell us promptly and we will put it right at no charge.
- 9.2 This guarantee does not cover fair wear and tear, damage from accident, neglect, misuse or lack of maintenance, the work of other trades, materials you supplied, or parts of the boat we did not work on.
- 9.3 The 12-month guarantee does not apply to paint, varnish or antifouling. Their life depends on weather, UV exposure, use, mooring conditions and ongoing care, which are outside our control. We will apply all coatings with care and to the manufacturer's instructions, and normal weathering, wear or fouling of coatings is not a defect. This does not affect your legal rights if a coating was applied without reasonable care and skill.
- 9.4 Where an older boat has hidden defects that were not part of the agreed work, we are not responsible for those defects or for their consequences.
- 9.5 We hold public liability insurance of £5 million. Our total liability to a business customer is limited to the price of the work. We are not liable to business customers for loss of use, loss of charter income or other indirect loss.
- 9.6 Nothing in these terms limits our liability for death or personal injury caused by our negligence, for fraud, or for anything else that cannot be limited by law. If you are a consumer, you also have rights under the Consumer Rights Act 2015, and these terms do not affect them.

10. Cancelling

- 10.1 If you are a consumer and we agree the work away from our workplace or entirely by phone, email, text or online, you may cancel within 14 days of agreeing the work without giving a reason. To cancel, tell us clearly by phone, email, text or letter.
- 10.2 We will not start work within those 14 days unless you ask us to in writing (email or text is fine). We will ask you to confirm: *"Please start the work now. I understand I will pay for work done if I cancel, and I lose the right to cancel once the work is complete."*
- 10.3 If you ask us to start early and then cancel within the 14 days, you must pay for the work done and the materials ordered up to the time you tell us. If the work is completed within the 14 days, the right to cancel ends.
- 10.4 Otherwise, you may cancel at any time by telling us. You must pay for work already done, materials ordered that cannot be returned, and any charges already incurred from other trades.
- 10.5 We may stop work if invoices are not paid when due, after giving you notice.

11. Boats left with us

- 11.1 When the work is finished we will tell you. Please arrange collection or launching within a reasonable time.
- 11.2 If money remains unpaid and the boat is not collected, we may take further steps allowed by law to recover what is owed, after giving you written notice.

12. Your information

- 12.1 We use your contact details and information about your boat only to carry out the work, to contact you about it, and to keep proper business records. We share them only with other trades or the boatyard or marina where needed for your job.

12.2 We may photograph the work for our records and to show examples of our work. We will not identify you or show your boat's name without your agreement.

13. Complaints and disputes

13.1 If you are unhappy with any part of our work, please tell Josh Brookes as soon as possible so we can put things right.

13.2 These terms are governed by the law of England and Wales, and the courts of England and Wales have jurisdiction.

Acceptance

I have read and accept these terms of business.

Boat name

Owner name

Signed

Date
