

BOATSPRAY TERMS AND CONDITIONS

These Terms and Conditions apply to all work undertaken, including estimates and advice) from 1 April 2010

By instructing us to proceed, **whether in writing, verbally or otherwise**, you and we agree that:

1. You are (or are authorised to represent) the owner of the vessel
2. That all work carried out by BoatSpray Limited (hereafter also referred to as BoatSpray) will be of a high standard consistent with the marine coatings industry of New Zealand
3. BoatSpray will not be liable for any defects found in the construction or laminate of the vessel in future. For example timber rot or delamination of substrate, galvanic reaction or corrosion issues, coatings failure below what can be seen at time of repaint.
4. Subject to 3 above, BoatSpray Limited will warrant the workmanship for 12 months from the date of completion of a paint application. This warranty does not apply where a vessel or particular area has been owner prepared (e.g. sanding, fairing) or which has been prepared by Contractors (e.g. Boatbuilders) or where damage, impact, abrasion excessive use or other normal wear and tear is evident.
5. All materials that are used on the vessel and parts remain the property of BoatSpray until your final account is settled in full.
6. All monies owing must be paid before the vessel is returned to the water at Half Moon Bay unless prior arrangements have been made with BoatSpray Management.
7. BoatSpray Limited will take all reasonable care but will not be liable for any loss or damage while the vessel is stored inside our shed or on a hardstand, or in the water (for example fire, burglary).
8. Payment Terms. A deposit may be required by BoatSpray prior to work commencing. Progress payments may be required for significant jobs at the discretion of BoatSpray Management. These will be discussed with you at the earliest opportunity.
9. Scope of Work. The scope of our work will be set out and agreed at the commencement of each project. Any additional work or changes to the original work requested by you will be added to the final cost. Where appropriate we will discuss an estimated cost impact for significant changes with you prior to proceeding. Only BoatSpray Management are authorised to accept changes to work.
10. Although we normally specify where prices exclude GST, please consider that any prices quoted exclude GST where not specified.
11. Movement of vessels found to exceed marina machinery and equipment limitations due to weight, size or structural risk will incur addition owner charges.
12. Any vessel moved around the marina or hardstand at your request is at your risk.
13. If you are loaned or rent any equipment from BoatSpray (e.g. trestles, ladders, planks, tools) you use this equipment at your own risk. BoatSpray will not be liable for any injury or damage caused by use of our equipment. Gear that is damaged, broken or stolen while in your care is to be fixed or replaced at your cost.
14. Privacy Act Disclosure and Consent. You authorise BoatSpray Limited to disclose to any person or agency information about you or your vessel in respect to purposes connected with any aspect of BoatSpray Business. This includes the use by BoatSpray of photographs of some or all of your vessel for marketing, communication, training, analysis, record keeping or publicity purposes.
15. Insurance. You must keep the vessel insured while it is located at BoatSpray and/or while we are working on it.
16. Bad Debts. BoatSpray reserves the right to issue details of parties with bad debts to external parties at our discretion.
17. Overdue Accounts. Full legal and collection costs will be added to all overdue accounts.
18. Please note that all prices are estimates only unless stated in writing as "fixed price" and agreed by management of BoatSpray Limited. Any additional work ordered by you and accepted by us will incur additional costs.

PLEASE NOTE: NO RESPONSIBILITY OR GUARANTEE ACCEPTED FOR OWNER PREPARED VESSELS