



LME Outboard Services Ltd

TERMS AND CONDITIONS (BUSINESS TO CONSUMER)

BACKGROUND:

These Terms and Conditions are the standard terms which apply:

to the provision to the Customer of any Services (as "Services" is defined in Clause 1 below) by **LME OUTBOARD SERVICES LIMITED** a company registered in England and Wales under number **10475050** whose registered office is at **UNIT 4B, PREMIER BUSINESS PARK, MAIN ROAD BIRDHAM, BIRDHAM, WEST SUSSEX, PO20 7BU** ("LME"); and where the Customer is a "Consumer" as defined by the Consumer Rights Act 2015.

1. Definitions and Interpretation

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

"Business"	means any business, trade, craft, or profession carried on by You or any other person/organisation;
"Consumer"	means a "Consumer" as defined by the Consumer Rights Act 2015, an individual who receives any of the Services for his/her personal use and for purposes wholly or mainly outside the purposes of any Business;
"Customer/You/Your"	means a Consumer customer of LME who requires its Services;
"LME/Us/We/Our"	means LME OUTBOARD SERVICES LIMITED whose place of business and contact address is the same address as above and reference to LME shall include reference to all its staff including our marine engineers;
"Invoice"	means a final invoice giving the total Price of the Work completed by LME where the Customer had provided authorisation for LME to commence and complete the Work;
"Price"	means the fee payable for the Work including parts, labour, VAT and any other additional charges;
"Estimate"	means a document giving the agreed fixed Price of the Work, which We shall not vary without Your explicit agreement;
"Regulations"	means The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013;
"Services"	means any type of repair or maintenance of Marine Vessels;
"Marine Vessel"	means Your watercraft which has propulsive capability by engine and/or YOUR trailer;
"Outboard"	means Your Vessel engine which has propulsive capability;
"Warranty Period"	means the duration of the warranties provided by Us in accordance with Clause 9 of these Terms and Conditions; and
"Work"	means the Services that We agree to provide to You;

1.2 Unless the context otherwise requires, each reference in these Terms and Conditions to:

- 1.2.1 "writing", and any cognate expression, includes a reference to any communication effected by electronic or facsimile transmission or similar means;
- 1.2.2 a statute or a provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time;
- 1.2.3 "these Terms and Conditions" is a reference to these Terms and Conditions and each of the Schedules as amended or supplemented at the relevant time;
- 1.2.4 a Clause or paragraph is a reference to a Clause of these Terms and Conditions; and
- 1.2.5 a "Party" or the "Parties" refer to the parties to these Terms and Conditions;

- 1.3 The headings used in these Terms and Conditions are for convenience only and will not affect the interpretation of these Terms and Conditions;
- 1.4 Words signifying the singular shall include the plural and vice versa; and
- 1.5 References to any gender shall include the other gender.

2. Booking

2.1 You may request a booking for any Work (subject to Us confirming the booking) by telephone or email;

2.2 When You request a booking, You must give Us the following information:

- 2.2.1 Customer details;
- 2.2.2 Preferred date (subject to availability);
- 2.2.3 Nature of services required;
- 2.2.4 Make, model and age of Marine Vessel;
- 2.2.5 Any warranties covering the Marine Vessel;

2.3 We will prepare and submit an Estimate to You either by email or post giving an Estimate based on the details You provide;

2.4 If You accept the Estimate, We shall then confirm the booking to You and We shall use Our reasonable endeavours to ensure that the date We agree for the Work to be carried out is as close as possible to that which You originally requested. Only if and when We give You that confirmation will there be a binding contract of these Terms and Conditions between You and Us for the Work;

2.5 You may accept an Estimate by email, telephone or first class post;

2.6 You confirm that, in connection with your request(s) for any Services, You are and will be a "Consumer" as defined in Clause 1 above.

3. Payment and Invoices

3.1 If We require a deposit or similar prepayment, We shall state it clearly in the Estimate and You must pay it within 7 days;

3.2 From the point at which Work on the Marine Vessel commences up until the point at which You have paid in full all sums due, We shall have a general lien on Your Marine Vessel (i.e. a right to possession of property until payment is made for work done to that property) for all sums due;

3.3 Following Our completion of the Work, We shall issue an invoice to You;

3.4 The invoice will provide a comprehensive summary of all the Work done and will provide full details of all parts and labour including the Price payable for it with the VAT element payable on it shown separately;

3.5 All sums due will be payable within 7 days of the date of the relevant invoice;

3.6 You may make payment by bank transfer, credit or debit card over the telephone or in person (for the avoidance of doubt credit and debit card payments will incur an additional transaction fee, which will be calculated based on the final invoice value and the additional transaction fee will only be applied after confirmation and authorisation by You and if no such authorisation is received by You (whether via telephone, email, or any other form of written confirmation) LME will retain possession of the Marine Vessel until payment in full is received), cash or cheque (cheques will need to be verified as cleared funds into LME's bank account before release of the Marine Vessel);

3.7 In addition to Our rights under sub-Clause 3.2, We shall have the right to sell the Marine Vessel at Your expense if any sum due remains unpaid following Our written notice to You of 30 days. That notice period will begin no earlier than 7 days after the date of the relevant invoice;

3.8 From the due date of payment until We take the action set out in sub-Clause 3.7, any outstanding sum will incur interest on a daily basis at 4% above the base rate of Bank of England from time to time until You make payment in full.

4. Insurance Claims and Accident Damage

4.1 If the Work to be carried out on the Marine Vessel is the subject of an insurance claim, You (or the policyholder if he/she is not the same person) must sign any documents required by the insurer to be signed to authorise payment to Us for the Work;

4.2 We shall not be responsible for any delay in completing the Work and / or returning the Marine Vessel to You where that delay arises out of any actions of the insurer including, but not limited to, the withholding of payment.

5. The Work

5.1 We shall use reasonable endeavours to ensure that all parts required for the completion of the Work will be in stock to enable Us to carry out the Work when it is booked to be carried out but We will tell You if, due to non-availability of parts or a delay in their delivery, We are unable to begin the Work on the date We have arranged with You and to complete it within the total amount of the time referred to in sub-Clause 5.5;

5.2 If We cannot carry out and complete the Work due to non-availability of parts or a delay in their delivery, then when We tell You that (as set out in sub-Clause 5.1), You may either make arrangements with Us for a re-booking or You may exercise Your right to cancel as set out in Clause 10;

5.3 We shall agree with You before We begin the Work on all parts that We are going to use (except for those additional parts referred to in sub-Clause 5.6);

5.4 We shall only use parts for the Work that are new and either Manufacturer's original parts or those produced by a third party and authorised by the Manufacturer. If We in any way intend not to abide by this requirement, We will tell You Our reasons for doing so and We may not do so unless You first explicitly consent;

5.5 We will tell You before We begin the Work the amount of time We initially estimate that We will need to carry out the Work subject to any additional time needed under sub-Clause 5.6. We shall tell You promptly on discovering a need for such additional time and the reasons for needing it;

5.6 If We find during the course of the Work that We need to use additional parts and / or labour, We will only order additional parts or carry out additional Work if You first explicitly consent. For that purpose We will tell You immediately and give You an estimate for both the cost to You of additional parts and of the amount of additional labour time We need to carry out the additional Work;

5.7 If We replace any parts, We will make the original parts available to You to view and examine up to and including the time that You collect Your Marine Vessel. You may only remove those parts from LME if You will dispose of them in an environmentally responsible manner. If You do not wish to inspect and / or remove the parts, We shall dispose of them after You collect Your Marine Vessel; and

5.8 We shall use reasonable endeavours to ensure that We take good care of Your Marine Vessel and any of Your possessions inside it but We nevertheless advise You to remove all possessions from the Marine Vessel before We begin the Work.

6. Marine Vessel Warranties

6.1 If the Marine Vessel is covered by a Manufacturer's new Marine Vessel warranty (including the Marine Vessel's propulsive capability by engine also covered by the Manufacturer's warranty), anti-perforation warranty or rust / corrosion warranty at the time the Work is carried out, We shall carry out all of the Work in a way that adheres to the terms of those warranties and the Manufacturer's specifications and documentation, using original or Manufacturer-authorised parts;

6.2 If Our compliance with sub-Clause 6.1 causes Us additional cost, We will tell You of alternatives and will explain to You in full the consequences of those alternatives (including, but not limited to, the voiding of the Manufacturer's warranties). The decision as to whether or not We will follow any such alternative shall be Your decision alone;

6.3 Before We begin any of the Work covered by a Manufacturer's or a third party organisation's warranty We shall obtain their consent to Us carrying out that Work;

6.4 We shall not be responsible or liable for any failure to comply with any warranties where You have not told Us of those warranties.

7. Sub-Contracting

7.1 We may sub-contract any of Our obligations under these Terms and Conditions provided that any sub-contractor We use is reasonably skilled in the relevant practices and provided that We do not pass on to You any additional charges without Your prior consent.

8. Insurance, Damage and Liability

8.1 We shall at all times have in place suitable and valid insurance, including public liability insurance;

8.2 We shall not be liable to You for any loss or damage You suffer due to Your failure to follow Our or the Manufacturer's instructions;



- 8.3 We will not be liable to You for any failure or delay in performing Our obligations where such failure or delay results from any cause that is beyond Our reasonable control;
- 8.4 We will be responsible for any foreseeable loss or damage that You may suffer as a result of Our breach of these Terms and Conditions or as a result of Our negligence. Loss or damage is foreseeable if it is an obvious consequence of Our breach or negligence or if it is contemplated by You and Us when Our contract of these Terms and Conditions with You is created. We will not be responsible for any loss or damage that is not foreseeable;
- 8.5 We provide Services to You only for Your personal and private use/purposes as a Consumer. We make no warranty or representation that products, or other goods or materials that We use in carrying out the Work are fit for commercial, business, industrial, trade, craft or professional purposes of any kind (including resale). We will not be liable to You for any loss of profit, loss of business, interruption to business or for any loss of business opportunity;
- 8.6 Nothing in these Terms and Conditions is intended to or will exclude or limit Our liability for death or personal injury caused by Our negligence (including that of Our employees, agents or sub-contractors) or for fraud or fraudulent misrepresentation; and
- 8.7 As a "consumer" as defined by the Consumer Rights Act 2015, or as a consumer for the purposes of any other consumer protection legislation, nothing in these Terms and Conditions is intended to or will exclude, limit, prejudice, or otherwise affect any of Our duties or obligations to You, or Your rights or remedies, or Our liability to You, under:
- 8.7.1 the Consumer Rights Act 2015;
 - 8.7.2 the Regulations;
 - 8.7.3 the Consumer Protection Act 1987; or
 - 8.7.4 any other consumer protection legislation;
 - 8.7.5 as that legislation is amended from time to time. For more details of Your legal rights, please refer to Your local Citizens' Advice Bureau or Trading Standard Office.
9. **Warranty and Guarantee**
- 9.1 We warrant the Work from the date of invoice for a Warranty Period subject to the Manufacturer's Warranty Period of the applicable parts used in the Work for the purpose of providing Our Services to You in accordance with these terms and condition.
- 9.2 Unless We explicitly tell you otherwise when We invoice You, We shall warrant all parts that We use from the date of invoice for a Warranty Period as specified by the Manufacturer of that part used in the Services provided to You. The warranties on certain parts may vary due to their original Manufacturers' warranty conditions.
- 9.3 If any Work done and / or parts used fails during the Warranty Period, We shall carry out the necessary repairs and replacements at no additional cost to You;
- 9.4 Any warranty that We give You applies to Your Marine Vessel. If You sell or otherwise transfer ownership of Your Marine Vessel to another person, they will be entitled to the benefit of the warranty for the rest of the Warranty Period;
- 9.5 We will be entitled to void any warranty that We give You if the Marine Vessel is used for anything other than normal purposes (unless We explicitly tell you otherwise). This includes:
- 9.5.1 Participating in racing or other competitions of any kind;
 - 9.5.2 Participating in speed testing or time trials;
 - 9.5.3 Use of the Marine Vessel in a way which exceeds its design limitations (exceeding maximum towing weight, for example);
 - 9.5.4 Use of the Marine Vessel in a way which does not conform with Manufacturer's recommendations; or
 - 9.5.5 Failure to service or otherwise maintain the Marine Vessel in accordance with the Manufacturer's recommendations;
- 9.6 The rights and remedies that We give You under this Clause 9 to provide repairs and replacement parts shall (as stated by sub-Clause 8.7) be in addition to all such rights and remedies as are available to You as a Consumer.
10. **Cancellation**
- 10.1 You may cancel any Work booked as set out in sub-Clause 10.5 or as set out in sub-Clause 10.3;
- 10.2 If You cancel under sub-Clause 10.3 or 10.5, and You have paid Us any deposit or prepayment under sub-Clause 3.1, We shall return it to You less any amount You owe to Us under any part(s) of this Clause 10, but You will still be liable to pay Us the remainder of the amount You owe Us;
- 10.3 If, on or after You have brought Your Marine Vessel to Our premises for the Work to be carried out, You cancel the Work but We have by that time begun the Work, You must pay Us for all labour and for all parts We have used and, if We so decide, for all parts We have ordered but not yet used if in Our reasonable judgement We are unlikely to use or sell those ordered parts within a 1 month period. We shall invoice You for that labour and those parts. We will charge You for that labour at the same hourly rate as We used to calculate the Price. Clause 3 shall apply to the payment of any such invoice;
- 10.4 The parts We have ordered but not used by the time You cancel will remain Our property. We may use or dispose of them as We see fit without accounting to You for their cost where We have charged You for them under sub-Clause 10.3;
- 10.5 Where the contract of these Terms and Conditions We make with You is not made on Our premises, the Regulations give You the following rights in addition to the rights given to You by the above provisions of this Clause 10:
- 10.5.1 You may for any reason cancel a booking during the 7 day period after We confirm that booking unless sub-clause 10.5.2 applies. If You cancel as allowed by this sub-clause 10.5.1, and You have already made any payment(s) to Us for the Work, We will refund the payment(s) to You within 14 days of receiving Your cancellation; but
 - 10.5.2 if the booking is for a date for beginning the Work which is before the end of the 7 day period from when You make the booking and if You have expressly requested Us to do any of the Work and We do so, You may not cancel the booking and You must pay in accordance with Clause 10.3 for such of the Work as has been carried out;
 - 10.5.3 If You request that Your booking be cancelled, You must confirm this in any way convenient to You;
- 10.6 Once You have paid Us all that You owe Us, You shall collect (or arrange for the collection of) Your Marine Vessel within 7 days. If Your Marine Vessel remains on Our premises beyond that period, You shall pay Us for its storage at the rate of £6.75 per Meter length of Your Marine Vessel per Week plus VAT and/or a £75 charge for storage of Your Outboard. We will not release Your Marine Vessel and/or Outboard until You have paid in full all sums that You owe Us (including the storage charge in accordance with this clause sub-clause 10.6).
11. **How We Use Your Personal Information (Data Protection)**
- 11.1 In so far as any Services involve Us in collecting, using, or holding or otherwise processing any Data obtained from You which is personal data (including, but not limited to, Your name and address), We shall only do so with Your express consent and in accordance with any lawful instructions reasonably given by You from time to time, and the provisions of the Data Protection Act 1998 and Your rights under that Act and these Terms and Conditions;
- 11.2 We may use Your personal information as follows:
- 11.2.1 to provide Our Services to You;
 - 11.2.2 to process Your payment for the Services;
 - 11.2.3 We will not pass on Your personal information to any other third parties without first obtaining Your express permission.
12. **Regulations**
- 12.1 We are required by the Regulations to ensure that certain information is given or made available to You as a Consumer before We make Our contract of these Terms and Conditions with You (i.e. before We confirm the booking for any Work) except where that information is already apparent from the context of the transaction. We have included the information itself either in these Terms and Conditions for You to see now, or We will make it available to You before We confirm the booking. All of that information will, as required by the Regulations, be part of the terms of Our contract of these Terms and Conditions with You as a Consumer.
13. **Information**
- 13.1 As required by the Regulations:
- 13.1.1 all of the information described in Clause 12; and
 - 13.1.2 any other information which We give to You about any Services or LME which You take into account when deciding to make a booking or when making any other decision about the Services;
- will be part of the terms of Our contract of these Terms and Conditions with You as a Consumer.
14. **Changes to Terms and Conditions**
- 14.1 We may from time to time change these Terms and Conditions without giving You notice, but We will use Our reasonable endeavours to inform You as soon as is reasonably possible of any such change.
15. **Complaints**
- 15.1 We always welcome feedback from Our customers and, whilst We always use all reasonable endeavours to ensure that Your experience as a customer of Ours is a positive one, We nevertheless want to hear from You if You have any cause for complaint. If You have any complaint about the Work or Our Services or any other complaint about the LME or any of Our staff, please raise the matter with James Williams in the first instance or Ben Oliver who can be contacted at LME.
16. **No Waiver**
- 16.1 No failure or delay by Us or You in exercising any rights under these Terms and Conditions means that We or You have waived that right.
17. **Severance**
- 17.1 If any provision of these Terms and Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Terms and Conditions and the remainder of the provision in question shall not be affected.
18. **Law and Jurisdiction**
- 18.1 These Terms and Conditions and the relationship between You and Us (whether contractual or otherwise) shall be governed by, and construed in accordance with English Law; and
 - 18.2 Any dispute, controversy, proceedings or claim between You and Us relating to these Terms and Conditions (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of England and Wales.