



# Sea Start Limited Marine Breakdown Service – Terms and Conditions

## BACKGROUND

These are the standard terms and conditions for the provision of services by Sea Start Limited. Sea Start is a Private Limited Company registered in England under number 3822209, whose registered address is Victoria House, 39 Winchester Street, Basingstoke, Hampshire, RG21 7EQ and whose main trading address is Unit 3a, Shore Road, Warsash, Southampton, Hampshire, SO31 9FR.

## DEFINITIONS

In these Terms and Conditions, the following expressions have the following meanings:

“Application” means Your application for membership as provided by telephone, in writing on the prescribed form or on line via the Sea Start web site.

“Breakdown” means the failure of the vessel’s motor propulsion unit and mechanical steering; or the fouling of propulsion units or steering gear; or the lack of fuel causing the vessel to be immobilised or without means of manoeuvre.

“Deferred Period” means the first consecutive 24 hours after the Period of Membership begins.

“Discretionary Service” means we will always use Our best endeavours to attend but this cannot be guaranteed. Examples of our reasons for non-attendance could include unfavourable weather, strong tides, adverse groundings and repeated calls for the same fault. This list is not exhaustive but illustrates why Our service is discretionary.

“Eligible Vessel” means any pleasure craft not exceeding 65 feet in length overall excluding tenders. Tenders may be separately registered if they themselves are an eligible vessel.

“First Aid’ fouled propeller clearance” means we assess the nature of the propeller fouling. If clearance of the obstruction is judged by us to be within Our operational capabilities it will be cleared. If We are unable to clear We will instruct a sub-contractor.

“Geographical Limit” means up to 3 nautical miles from the shoreline boundary along the South Coast of the United Kingdom including estuaries and inland waterways. Shore side service only in the Channel Islands and France, only on the North Brittany and Normandy Coast.

“Member” means “You”, being the person named in the application.

“Period of Membership” means a period of 12 consecutive months commencing from the start date or date of renewal of membership.

“Vessel” means the vessel described in the application.

“We/Us/Our” means Sea Start Ltd

“You/Your(s)” means the person named in the application.

## 1.The Contract

1.1. These Terms and Conditions govern the sale and provision of services by Us to You and will form the basis of the contract. Sea Start offers these services on a discretionary basis. Please ensure You have read these Terms and Conditions carefully and importantly before You venture out on Your Vessel. If You are unsure about the meaning of any of these Terms and Conditions, please ask Us for clarification.

1.2. A binding contract between Us and You will be created upon Our acceptance of Your Application, as indicated in Our welcome letter along with payment of the membership fee by You. Membership benefits will only be provided if the membership fee has been paid to Us.

## 2.Our Service

2.1. Whilst we will use Our best endeavours to provide a 24-hour breakdown service, 365 days a year, because of the number of factors outside Our control, including, but not limited to, adverse weather, strong tides, seaworthiness of the vessel requesting the call-out and the nature of the reported breakdown, the services listed below in clause 2 are rendered at Our complete discretion.

2.1.1. Unlimited breakdown call-outs, subject to 2.1.6 below

2.1.2. Attendance at Your home berth.

2.1.3. Waterborne areas of operation from Selsey Bill to Weymouth and elsewhere along the South Coast of the United Kingdom within a three-mile radius of the ports shown on the chart on Our website.

2.1.4. Shore side attendance from certain ports in the Channel Islands and North Brittany and Normandy coast as indicated on Our web site chart.

2.1.5. “First Aid” fouled propeller clearance.

2.1.6. As part of Your membership Our operative will attempt to diagnose and repair the engine at his discretion. As a guide, Our operative may typically be in attendance for up to an hour once alongside after which You may be charged at the prevailing rate.

2.1.7. Telephone technical support.

2.1.8. Within the limitations of the weather conditions that often occurs within Our service area, attendance is at our discretion.

2.1.9. A towing service to the nearest safe haven should repairs not be possible within the Discretionary Service.

2.2. The Member accepts and acknowledges that Sea Start is a breakdown service and not a rescue service.

2.3. In providing the service, we will act with reasonable skill and care.

2.4. Should a repair not be possible within the Discretionary Service, You may ask Us for additional repair time or to arrange a tow to Your home berth rather than the nearest safe haven. We may be able to offer this service subject to Our time availability on the day. If We can assist, we will advise You of any additional charges and obtain Your agreement before proceeding.

2.5. If the Vessel is stranded and cannot be made mobile within a reasonable time and if in the opinion of Our operative it would be prudent, given the prevailing wind/tides, sea state and visibility, we will tow the vessel to the nearest sheltered harbour or anchorage.

## 3.Cost of membership

3.1. The cost of membership is that shown in the current version of Our web site, which takes precedence over any out of date printed literature.

3.2. Our prices may change at any time but these changes will not affect You until the renewal of Your Membership.

3.3. The cost of membership includes Value Added Tax (VAT).

## 4.Call-out Procedure

4.1. In the event of You encountering a problem requiring the service please telephone 0800 88 55 00 or 01489 557 364. If calling from France, You will need to call 00 44 1489 557 364. Please ensure that You quote Your boat name, membership number, precise location and the nature of service required.

## 5.Safety

5.1. If in Our operative’s opinion the prevailing conditions render an attempt at repair and/or tow unsafe or unwise, or if in their opinion there is potential danger to life and property, they shall be entitled, at their sole discretion, to notify HM Coastguard and/or other emergency services. Upon such notification, we shall be deemed to have fulfilled Our terms.

5.2. We reserve the right to temporarily withdraw Our attendance in unsuitable or dangerous conditions such as poor visibility, strong tides or adverse weather.

## 6.Conditions of Membership and Service

6.1. Membership fees have to be paid in full in order to access the services provided through Sea Start membership.

6.2. New Members will be able to use the services after completion of the Deferred Period. Any breakdown call-outs made prior to completion of this Deferred Period will incur a penalty call-out fee, the amount of which will be advised at the time of the call for attendance.

6.3. The Member warrants that the Member’s vessel shall be maintained in a seaworthy condition and if Our operative believes this not to be the case then it is at Our operative’s discretion to refuse service.

6.4. Call-outs can be made within the Geographical Limit specified in these Terms and Conditions and during the Period of Membership.

6.5. The Vessel must be accessible directly to Our operative or representative by water.

6.6. In the event of the propeller being fouled beyond a ‘First Aid’ nature, we will instruct a sub-contractor. We will pay up to £250 towards this cost. Any excess will be met by You. Diving companies and lift out facilities may not be available on a 24-hour basis and it may incur a longer wait.

6.7. All requests for attendance under this agreement must be made directly to Us.

6.8. We reserve the right to use either the engineering or call-out services of an independent subcontractor.

6.9. Responsibility for the actions of an independent subcontractor instructed by Us will only be whilst the subcontractor is providing service on behalf of Sea Start Ltd. Within the provisions of these Terms and Conditions.

6.10. If after initial attendance the work is found to be more involved it is up to You to engage either Our subcontractor or another engineer of Your choice to continue the work. We will not be responsible for any additional work.

6.11. If the breakdown is of a nature such that the vessel cannot be repaired “in situ” or the vessel has to be recovered to premises belonging to a third party, any subsequent repair is the responsibility of the Member.

6.12. The Member will be responsible for the cost of all parts and material used in effecting a repair or attempted repair, including but not limited to spare parts, fuel, oil and keys and where applicable VAT.

6.13. Where the breakdown occurs on or at private or commercial property, attendance can only be rendered with the prior consent of the occupier. We will not be responsible for the consequences of that permission being refused or withheld or additional costs where the occupier demands an access or mooring fee.

## 7.Service limitations in France

7.1. There are differences between the services that Sea Start offer in the UK and the service we can offer whilst in France. The list below is not intended to be exhaustive.

7.2. Sea Start engineers do not operate in Europe and any attendance given, will be provided through local marine companies and at



their complete discretion of which we have no control.

7.3. Service in France is not 24/7 because National Holidays and working hours vary throughout France. This will impact on the service we will be able to provide to You.

7.4. It must also be understood that resources and repair facilities can be very limited in certain ports and harbours

7.5. Third party service providers including sub-contractors, divers, boatyards and towing companies, cannot necessarily be approved by Sea Start in advance and consequently do not act as an agent of Sea Start

7.6. Any advice regarding the cost of repairs provided by Sea Start will be indicative only, and it is Your responsibility to ensure You have received and understood the quotation provided by the local sub-contractor.

#### **8.Exclusions that apply**

8.1. Any use of the service that has not been validated by Us.

8.2. Any use of the service in respect of any vessel or equipment, other than the Member's Vessel.

8.3. Any use of the service arising from a breakdown which does not occur within the Geographical Limit and the Period of Membership.

8.4. Any call-out in respect of breakdown or failure of navigational aids whether electrical or mechanical, domestic equipment (including but not restricted to fresh water pumps, lavatories, cookers, sinks, cabin heaters and lighting) sails, halyards, anchors and winches.

8.5. The cost of all parts and materials used in effecting a temporary or permanent repair including but not limited to spare parts, fuel, oil and where applicable VAT.

8.6. Any call-out to a Member's Vessel in use during competitions, racing or used for hire or reward and therefore not for private purposes. This exclusion does not apply to Member's Vessels on Private and Corporate Charter where the appropriate commercial fee has been paid in advance.

8.7. The costs of any call-out directly or indirectly in whole or part due to any act or omission by You that is wilful, unlawful or negligent.

8.8. Penalties for delay or detention or in connection with guarantees of performance or efficiency, and the loss of the vessel or any other consequential loss.

8.9. Any call-out to a vessel unless the Member or his representative is present at all times during the attendance of Us or its authorised representative.

8.10. Any consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not) civil war, rebellion, revolution, terrorism, insurrection, military or usurped power, confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public of local authority.

8.11. The cost of any major repairs or re-assembly or any routine maintenance.

8.12. The cost of any loss, destruction or damage to any property whatsoever including any consequential loss arising from Our attendance during a breakdown.

#### **9.Events Outside of Our Control (Force Majeure)**

9.1. We will not be liable for any failure or delay where that failure of delay results from any cause that is beyond Our reasonable control. Such causes include but are not limited to:

power failure, internet service provider failure, strikes, lock-outs or other industrial action by third parties, riots and other civil unrest, fire, explosion, flood, storms, earthquakes, subsidence, acts of terrorism (threatened or actual), acts of war (declared, undeclared, threatened, actual or preparations for war), epidemic or other natural disaster, or any other event that is beyond Our reasonable control.

9.2. If any event described under this Clause 9 occurs that is likely to adversely affect Our performance under these Terms and Conditions:

9.2.1. We will inform You as soon as is reasonably possible.

9.2.2. We will inform You when the event outside Our control is over and provide details of any new times or availability of Services as necessary.

#### **10.Our Liability**

10.1. Whilst Our operatives will use their best endeavours to answer call-outs promptly and to make effective temporary or permanent repairs, such attendance and repair cannot be guaranteed and We accept no responsibility in the event that We are unable to attend to or to affect such repairs within its Discretionary Service.

10.2. It is the responsibility of the Member to ensure that any temporary repair carried out by Us is followed by a permanent repair.

10.3. We accept no responsibility for any damage to the Member's Vessel, whether caused by manoeuvring alongside or towing or otherwise to any engineering damage to a Vessel's engine or equipment or any other loss, damage or delay arising from any cause whatsoever unless such loss damage or delay was caused by or resulted from the negligence or Sea Start Ltd or its appointed sub-contractors. All machinery and equipment worked on by Us is at the sole risk of the Member. The Member should ensure that their Vessels and/or property are adequately insured against third party risks as they may be liable for damage caused by their Vessels.

10.4. Nothing in these Terms and Conditions seeks to 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.

10.5. Nothing in these Terms and Conditions seeks to exclude or limit Your legal rights as a consumer.

#### **11.Cancellation**

11.1. You may cancel Your Membership within the first 14 consecutive days from the date You receive Your Membership confirmation. In the event, You decide to cancel within this 14-day period You will receive a full refund of any fee You have paid. However, if You have used the service during this 14-day period no refund will be made.

#### **12.Change of vessel owner**

12.1. These membership benefits can be transferred at Our discretion upon the sale or transfer or ownership of the Member's Vessel. Please contact Our office.

12.2. No part of the membership shall be refunded in the event of the sale of or transfer of ownership of the Member's Vessel.

#### **13.Fraud**

13.1. All benefits under this membership are forfeited if in the reasonable opinion of Us a fraudulent use of the service is made.

#### **14.How we use Your personal information (Data Protection)**

14.1. The data supplied by You will only be used for the purposes of processing Your Membership including administration and handling any call-out that may arise. The data supplied will not be passed to any other parties other than those cited below.

14.2. It is important that the data You have supplied is kept up to date. You should therefore notify us promptly of any changes.

14.3. You are entitled to inspect the personal data which We are holding about You. If you wish to do so, You should contact Sea Start Ltd at Sales Office, Unit 3A, Stone Pier Yard, Shore Road, Warsash, Southampton, SO31 9FR.

14.4. We may respond to any enquiries made by the Police concerning Your membership in the normal course of their investigations.

14.5. We may disclose the data You have supplied to other third parties such as independent subcontractors, engineers or repairers in order for them to provide the breakdown service and any additional work.

#### **15.Governing Law and Jurisdiction**

15.1. These Terms and Conditions and the relationship between You and Us shall be governed by and construed in accordance with English law.

15.2. Any dispute or controversy between You and Us relating to these Terms and Conditions or the relationship between You and Us shall be subject to the jurisdiction of the courts of England, Wales, Scotland or Northern Ireland, as determined by Your residency.

#### **16.Other important terms**

16.1. We may transfer (assign) Our rights under these Terms and Conditions to a third party (this may happen, for example, if We sell Our business). If this occurs, You will be informed by Us in writing.

16.2. If any of the provisions of these Terms and Conditions are found to be unlawful, invalid or otherwise unenforceable by any court or other authority, that/those provision(s) shall be deemed severed from the remainder of these Terms and Conditions. The remainder of these Terms and Conditions shall be valid and enforceable.

16.3 We reserve the right to change these Terms and Conditions at any time. Our most up to date Terms and Conditions will always be available on Our website.

#### **17.Complaints**

17.1. We always welcome feedback from Our Members and, whilst We always use all reasonable endeavours to ensure that Your experience as a Member is a positive one, We nevertheless want to hear from You if You have any cause for complaint.

#### **17.2. Please direct any expression of dissatisfaction to:**

**The Managing Director,  
Sea Start Ltd,  
Unit 3A,  
Stone Pier Yard,  
Shore Road,  
Warsash  
SO31 9FR.**

**Please quote Your membership number in all communications.**