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# **ENGINEER ATTENDANCE – TERMS & CONDITIONS**

# **Travel Arrangements**

- 1. Upon receipt of an official Purchase Order from the Customer the Company will log this into their Service Schedule to provisionally arrange for the Service Engineer to attend the subject vessels(s) on the agreed date(s).
- 2. Should Company vehicles be used to travel to the vessel(s)/airport this will be charged at GBP0.52 per mile. Any tolls or ferry costs incurred will be charged at cost plus a 10% administration charge.
- 3. For attendances outside the UK, the Company will arrange flights/ferries and this will be charged at cost plus a 10% administration charge and may further be subject to cancellation fees should the Customer change the date(s) of the Service Engineers attendance with short notice.
- 4. If the Company has offered and the Customer has accepted a fixed price attendance this may include costs for Company transport to/from UK airport/ferry port and/or costs of airfare/ferry to location of vessel(s). However, circumstances may differ subject to Customer's individual requirements.
- 5. The Customer is responsible for collection of the Company's Service Engineer from the agreed destination airport/ferry port to suitable hotel accommodation or direct to the vessel if accommodation is to be provided on board.
- 6. Should the Customer provide on board accommodation this will be on a single use occupancy complete with shower, bathroom facilities and include meals and hot/cold beverages. Should mobile phone network coverage not be available shipside communication is made available on a daily basis in order for the Company's Service Engineer to contact the Company's Head Office, if required.
- Should the Customer provide Hotel accommodation this will be on a bed and breakfast basis, single use occupancy including shower/bathroom facilities and hot/cold beverages. The Company confirms alcoholic beverages are <u>not</u> to be charged to the Customer's account.
- 8. The Customer is responsible for arranging transportation from/to the Hotel to the vessel on a daily basis or provide a rental car on the Customer's account.

# Travel/Attendance Dates

- 1. All travel days to/from the vessel(s) as stated on the Company's Service Engineer's signing off documentation will be charged at the agreed standard workday rate.
- 2. Attendance by the Company's Service Engineer from Monday through to Friday inclusive will be charged at the agreed standard workday rate.
- 3. Attendance by the Company's Service Engineer from Saturday through to Sunday inclusive will be charged at the agreed weekend workday rate.
- 4. Attendance by the Company's Service Engineer offshore will be charged at the agreed offshore workday rate.

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## **Fixed Price Attendance**

- 1. Should the Company have offered and the Customer accepted this will include the following unless otherwise stated in the offer and acceptance:
  - a. Company's Service Engineer's travel days.
  - b. Company's Service Engineer's on-board attendance.
  - c. Company's Service Engineer's subsistence allowance.
- 2. On a fixed priced attendance hotel accommodation and daily transportation costs to/from the vessel are not covered.
- 3. The Company confirms a fixed priced attendance remains fixed, regardless of delays due to adverse weather conditions, cargo operations, un-docking issues etc...

#### **Additional Parts**

- Should the Company's Service Engineer highlight/recommend the necessity of replacing parts to the system and for which the Company's Service Engineer can provide from his Service Pack, if agreed, the Customer is to provide a further official Purchase Order or amend the existing Purchase Order clearly stating the additional parts to be supplied and their price.
- 2. Please refer to our Terms & Conditions for supply of goods.

## **Signing Off Documentation**

- 1. Prior to the Company's Service Engineer's departure from the vessel the Customer must thoroughly read and digest the Company's Service Engineer's signing off documentation.
- 2. Any issues or comments by the Customer must be raised and noted in the relevant section within the signing off documentation and in the presence of the Company's Service Engineer.
- 3. The Customer must countersign and date the signing off documentation in the presence of the Company's Service Engineer.
- 4. The Company is unable to accept any queries not stated within the signing off documentation and after it has been countersigned.

## Prices, Payment Terms & Title

- 1. Value Added Tax (VAT) at the current rate for the United Kingdom is chargeable on all goods provided by the Company unless deemed exempt by the Customer, and to be stated on the Customer's Purchase Order.
- 2. Up to receipt of the Customer's Purchase Order, the Company reserves the right to revise prices.
- 3. Should full payment not be received within the Company's Payment Terms as stated in the Company's official Quotation, the Company reserves the right to charge interest on the outstanding amount of 3% above Bank of England Base Rate from the date the amount is due to the payment date. The Company reserves the right to take all necessary legal action to recover any outstanding amounts.
- 4. English Law applies from any disputes arising from this contract.

#### Nomenclature:

Customer – The Ship Owner or their appointed Representative(s), Technical Manger(s) or Agent(s) Company – Electrotest Marine Ltd

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