

TERMS AND CONDITIONS FOR CONTRACTORS

Broker refers to all persons carrying out business on our premises.

Company refers to Winters Marine Ltd.

Premises refers to the land, water, structures and buildings owned, maintained and operated by Winters Marine Ltd.

1. Brokers must supply copies of third party Employers and Public liability insurance certificates showing a limit of not less than £3,000,000 any one claim in respect of Public liability. It must also remain in force for the duration, provide indemnity to the company as principal and not waive the company's rights of recovery.
2. Brokers indemnify the company against all losses or damages suffered by the company as a result of, or in connection with, any action of the broker.
3. Brokers must inform the company of any notices issued, or legal proceedings, that have been taken against the broker by the Health and Safety Executive in the last 3 years.
4. Brokers must provide details of any accidents/incidents reported by, or on behalf of, the contractor to the Health and Safety Executive during the last 3 years as required by the *Reporting of Injuries, Diseases and Dangerous Occurrence Regulations 2013* (RIDDOR).
5. Brokers must sign in and out of reception on every visit to the premises.
6. Brokers must not engage in any activity that may bring the company or any of the company's employees, customers or visitors into disrepute.
7. Brokers must at all times, comply with the company's policies and guidelines which are contained in the boatyard 'safety instructions'.
8. Brokers must comply with all statutory legislation and regulations.
9. Brokers must be able to demonstrate a safe system of work, and comply with the Health and Safety at Work Act 1974. Brokers must ensure that its employees are properly trained and comply with the company's policies and guidelines which are contained in the boatyard 'safety instructions'.
10. Brokers must maintain adequate standards of health and safety for themselves and their employees, clients and anyone within their working vicinity.
11. Brokers must maintain a clean, tidy and safe environment.
12. Brokers must not access a vessel without the permission of the owner. Keys will not be released unless the owner has given the company permission to do so. Security for a vessel will be the responsibility of the broker following a viewing. Keys are to be returned promptly to the company.
13. Brokers are only permitted to conduct viewings on the premises; they are not permitted to carry out any work to a customer's vessel. Should work be required this must be discussed with the Company.
14. Brokers must abide by the requests of the company and their employees.
15. Brokers must communicate with the company to ensure safe operation of all facilities.
16. If the Broker or their employees/clients cause any contamination of the premises, in any way, they will be liable for all costs incurred.
17. The company has the right to terminate the brokers permit at any time. The company's decision will be final and the broker will have no right to appeal, nor will the broker have any claim against the company for any loss suffered. In the event of such termination the broker shall vacate the premises immediately.
18. Nothing in these terms and conditions absolves the broker from their duty to comply with the relevant legislation including Health and Safety at Work Act 1974, Fire Regulatory Reform (Fire Safety) Order 2005 and others.
19. Brokers and their employees will be responsible for escorting their clients at all times when on the premises. They will be responsible for their safety and will make them aware of any relevant safety precautions in place and are wearing suitable footwear.
20. Brokers will be responsible for checking that any appointed surveyor by their client has the correct insurance in place in order to carry out their work on the premises and failure to ensure this will deem the broker's insurance liable.
21. Conducting viewings when a boat is stored in any undercover storage shed will require booking an appointment in advance and cannot take place outside of working hours which are Monday to Friday 8am to 4.30pm.
22. The company shall permit the broker to display, with prior approval, a small sign showing the broker's name and contact details on the boat being sold.