

## **TERMS AND CONDITIONS FOR CONTRACTORS**

**Contractor** refers to all persons carrying out business or work on boats or premises not their own.

**Company** refers to Winters Marine Ltd.

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

1. Contractors must supply copies of third party Employers and Public liability insurance certificates for all works, showing a limit of not less than £3,000,000 any one claim in respect of Public liability or £3,000,000 any one period of insurance in respect of products 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. Contractors indemnify the company against all losses or damages suffered by the company as a result of, or in connection with, any action of the contractor.
3. Contractors must inform the company of any notices issued, or legal proceedings, that have been taken against the contractor by the Health and Safety Executive in the last 3 years.
4. Contractors 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. Contractors must sign in and out of reception on every visit to the premises. This can also be done by text if set up in advance.
6. Special permits are required from the company for hazardous work including hot work, diving, washing or stripping antifoul etc.
7. Contractors must not engage in any activity that may bring the company or any of the company's employees, customers or visitors into disrepute.
8. Contractors must at all times comply with the company's policies and guidelines which are contained in the boatyard safety instructions.
9. Contractors must comply with all statutory legislation and regulations.
10. Contractors must be able to demonstrate a safe system of work, and comply with the Health and Safety at Work Act 1974. Contractors must ensure that its employees and subcontractors are properly trained and equipped, wearing the correct PPE for each job.
11. Contractors must maintain adequate standards of health and safety for themselves and their employees and anyone within their working vicinity.
12. Contractors must maintain a clean, tidy and safe work environment.
13. Contractors must only do work that is within their ability.
14. Contractors must not undertake work to or on a vessel or equipment without the permission of the owner.
15. Contractors must abide by the requests of the company and their employees.
16. Contractors must communicate with the company to ensure safe operation of all facilities.
17. If the contractor causes an oil spill or contaminate the premises in any way they will be liable for all costs incurred including replenishing oil spill kits etc.
18. The company has the right to terminate the contractors permit at any time. The company's decision will be final and the contractor will have no right to appeal, nor will the contractor have any claim against the company for any loss suffered. In the event of such termination the contractor shall vacate the premises immediately.
19. Nothing in these terms and conditions absolves the contractor 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.