



**DIVING BELLE
THE LIMEKILN BOATHOUSE
WEARDE
SALTASH
CORNWALL
PL12 4AT**

Mooring Contractor

**Phone: 01752 844629
Mobile: 07831 841990
E-mail and internet:
kay@divingbelle.co.uk
www.divingbelle.co.uk**

VAT registration number
254 5350 12

TOTAL MAINTENANCE CONTRACT (ALSO KNOWN AS OPTION D)

TERMS AND CONDITIONS
WITH EFFECT FROM 25 MAY 2018

This agreement relates to a specific mooring, whose number is entered on the form that you return to us.

DIVING BELLE WILL

- Survey your mooring once a year and service it by carrying out any work necessary to keep it at the surveyable standard. You can find the standard on our web site www.divingbelle.co.uk or request that it is sent to you by post.

- Replace any parts from the following list which fail to meet the surveyable standard because of wear and tear or corrosion:

		block
		rising chain
		shackles
		swivel
		thimbles
		mooring buoy
		bridging rope and its associated thimbles and shackles
		boat rope shackles

Replacement is like for like; it does not cover upgrading to a higher specification. In the case of ropes, we may at our sole discretion, repair rather than replace.

- Carry out minor repairs to the existing boat ropes.

- Send you, within reasonable time after the survey and service, a certificate and a report detailing all the mooring components and their condition.

- Remove, clean and store boat ropes for the winter and re-attach them for the following season, provided you inform us that the boat has left your mooring and give us adequate notice of the boat's arrival date for next season, normally two weeks.

<p>This agreement does not cover the making of new boat ropes or major repairs or alterations to existing boat ropes. If you ask us to do such work it will be charged at list prices. You can find our price list on our web site www.divingbelle.co.uk or request that it is sent to you by post. However you are not charged for the removal and/or attaching of the ropes.</p>	
<p>Pick-up line and pick-up buoys are not covered under this agreement.</p>	
<p>This agreement does not cover repairs or replacements needed as a result of loss, vandalism, theft, work carried out without our authorisation, damage caused by inappropriate boat ropes, damage caused by vessels breaking free or a vessel running over the mooring (e.g. propeller damage).</p>	
<p>Option D is not 'buy now pay later'. It is a long term maintenance program for your mooring once it is up and running.</p>	
<p>By entering into this agreement you agree that, in order to carry out the work, Diving Belle and its subcontractors may take any or all of the following actions:</p> <ul style="list-style-type: none"> ● tie a work boat alongside your vessel ● board your vessel ● detach your boat ropes (and re-attach them before leaving). <p>You also agree to remove your vessel from the mooring for a specified period when Diving Belle deems it necessary in order to carry out the work.</p>	
<p>This agreement relates to the structural integrity of the mooring and does not necessarily imply that the mooring is suitable for the boat. Your club, association, fundus owner or landlord might permit you to swing with a boat that will collide with neighbouring boats or might permit you to moor on moorings that in our opinion are not adequate for your vessel. Diving Belle can accept no liability for any consequences nor for collisions arising out of the close proximity of moorings and / or vessels. The terms and conditions subject to which the Certificate is issued form part of this contract. You can find these on our web site www.divingbelle.co.uk on the <i>Terms on Safe Mooring Certificate</i> button or request them by post.</p>	
<p>IF YOU CHANGE YOUR MOORING</p>	
<p>We will transfer the agreement to another mooring, providing that it falls into one of four categories:</p>	
1	purchased new from Diving Belle within the previous six months
2	within three months of a major rebuild by Diving Belle restoring the mooring to as-new condition
3	in an acceptable condition to enter this scheme in the opinion of Diving Belle
4	already on Option D with the previous owner
<p>DATE OF FIRST PAYMENT</p>	
<p>one month after the mooring becomes your property</p>	
<p>METHOD OF PAYMENT</p>	
<p>Monthly standing order</p>	
<p>STARTING DATE OF COVER</p>	
<p>Cover will start as soon as Diving Belle holds either your completed standing order mandate form or the form notifying us that you have set up the standing order. In the case of new moorings, this means that cover can start before any payments are made.</p>	

INVOICING

Each month we will raise an invoice in respect of that calendar month. These will not be sent to you unless you specifically request them. The default method for sending invoices is email.

ENDING THIS AGREEMENT

By you	You must inform us that you are stopping your standing order and tell us the date of the final payment.
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By us	One month's notice.
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	Cessation of payments without informing us will summarily end the agreement and we will have no further obligations to you under this agreement other than to notify you at your last known address.
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	For failure to amend your standing order after a price rise - see next page.
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	Moving, altering, or interfering with the mooring without authorisation from us may constitute grounds for summarily ending this agreement and we will have no further obligations to you under this agreement other than to notify you at your last known address.
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Should you continue to pay after the agreement is ended, there will be no refund.

Please note for future reference, that a standing order must be cancelled by you and not by us. The banking system does not allow us to do it.

IF YOUR DETAILS CHANGE

If you change your boat or phone number or move house you must inform us so that we can modify our computerized records.

As email addresses change so often, if you change your email address please send us an email.

USE OF DATA

We hold your details securely on computer in compliance with the General Data Protection Regulations (GDPR). Details of our financial transactions with you are held in a cloud based encrypted accounting program.

We use your personal data solely to administer your account with us.

If you have given us written consent to pass your personal data to specified third parties, (e.g. officers of your mooring association) it may be shared with them if the need arises.

We do not sell your personal data or pass it to any other third party.

For full details, refer to our Privacy Policy on our web site.

ALTERATIONS TO THESE TERMS AND CONDITIONS

Terms	If there are any alterations to the terms and conditions, these will be posted on our web site.		
Prices	As we have no control over our suppliers' prices, whenever there is a significant increase in our basic costs, these will be passed on with immediate effect and a new standing order mandate will be sent to you.		
<p>If, at that time, you wish to continue with this agreement, you must complete and return the form within three weeks, otherwise it will be assumed that you have cancelled your agreement. If your payments continue at the old rate, your contract with us will cease and any monies received will not be refunded.</p> <p>If, at that time, you do NOT wish to continue with this agreement, please inform us that you have cancelled your standing order. <i>It is your responsibility to cancel your standing order - the banking system does not allow us to do it.</i></p>			
If you do not inform us either way, the agreement will be ended with effect from the day of the price increase, we will have no further obligations to you under this agreement and any payments received as from that date will not be returned.			
The terms and conditions posted on our web site www.divingbelle.co.uk may be modified on an ongoing basis and will form the contract between you and us.			
MONTHLY PRICE			
	Net	Vat at 20%	Gross
Swinging mooring	£36.67	£7.33	£44.00
Two-block fore-and-aft mooring	£75.00	£15.00	£90.00
Multiple-block fore and aft mooring	£83.54	£16.71	£100.25