



User Agreement

Your use of the **Site** is subject to the terms of a legal agreement between **You** and Boatcarecompare.com Ltd.

In order to use the **Services** you must first agree to the **Terms**. You may not use the **Service** if you do not accept the **Terms**.

1 Changes to the Terms

1.1 We reserve the right to revise this **User Agreement** and our **Service Agreement** and all linked information at any time at our discretion. We may make such revisions without prior notice to users so please revisit this page regularly. Any revised agreement will take effect when it is posted on this page.

2 Site Services

2.1 Boatcarecompare.com makes the Site available as an online setting where boat owners ("Client(s)") and providers of professional marine services ("Supplier(s)") identify each other and work together online to complete, invoice and pay for "Jobs".

2.2 The site contains features that enable Clients and Suppliers to do among other things, the following:

2.2.1 Clients: post jobs and request quotes, identify specialist marine suppliers in their area, hire, manage, rate and pay Suppliers.

2.2.2 Suppliers: view jobs in their selected area, submit quotes, get hired, manage jobs, send job reports, invoice, get rated and rate clients and receive payments.

3 Guarantee of Service

3.1 Boatcarecompare.com does not provide any guarantee of service. Please be aware that from time to time site access may be reduced or suspended in order to carry out maintenance or upgrades.

3.2 Boatcarecompare.com agrees to provide lead generation to the Supplier, but does not offer any guarantees in terms of the number of leads. Boatcarecompare.com agrees to provide feedback to Suppliers from time to time on how to increase the number of inceptions.

4 User agreement

4.1 This user agreement is effective as of 01 March 2011. Your continued use of the Site after such time will signify your acceptance of this User Agreement.

4.2 Welcome to Boatcarecompare.com the website and online service of Boatcarecompare.com LTD and its affiliates (collectively "Boatcarecompare.com", "we" or "us").

4.3 This document explains the terms by which you may use the Boatcarecompare.com website.

4.4 **Please read these conditions carefully before using the website. By using the BOATCARECOMPARE.COM website, you signify your agreement to be bound by these conditions.**

5 Definitions

5.1 Any capitalised term not otherwise defined in this Agreement has the meaning given such term on the **Site**. As used throughout this agreement.

5.2 "**Account**" means the **Site** account you open when you register to become a **User** of the **Site**.



- 5.3 “**User Agreement**” means this agreement that applies to all users of the website including **Suppliers** and **Clients**.
- 5.4 “**Supplier Agreement**” or “**Supplier Terms**” means the agreement between **Boatcarecompare.com** and **Suppliers**.
- 5.5 “**Service Agreement**” means the agreement between **Clients** and **Suppliers** who provide services to **Clients**.
- 5.6 “**Site Terms and Conditions**” means all of the terms and conditions and policies on this website.
- 5.7 “**Privacy Policy**” means the terms relating to how we hold your personal information
- 5.8 “**Client-Supplier Contract**” means all of the terms and conditions that apply to agreement between **Clients** and **Suppliers**
- 5.9 “**Client**” means a User that investigates or purchases **Supplier Services** or identifies a **Supplier** through the **Site**.
- 5.10 “**Site**” means the Boatcarecompare.com website.
- 5.11 “**Supplier**” means a User that offers and delivers a service through the Site.
- 5.12 “**Supplier Services**” means all services delivered by marine service contractors.
- 5.13 “**Site services**” means the creation, hosting, maintenance, and provision of the **Site** and all services delivered by **Boatcarecompare.com** that are accessible through the **Site**. The term **Boatcarecompare.com Services** does not include **Supplier Services** or **Third-Party Services**.
- 5.14 “**Job**” this is the work that is: (1) being quoted for; (2) being carried out; or (3) has been completed.
- 5.15 “**Quote**” this is the estimated costing, timescales and proposals, which are given in relation to a **Job** and form part of the **Client – Supplier Agreement** once the **Job** is awarded by a **Client** and is in its “working” status.
- 5.16 “**You**”, or “**Your**” means the other party to an agreement with **Boatcarecompare.com**.
- 5.17 “**Boatcarecompare.com**”, “**We**” or “**Us**” means Boatcarecompare.com Limited.
- 5.18 “**User**” means a person or legal entity that registers for a **Client** or **Supplier Account**.
- 5.19 “**Visitor**” means a person who is only visiting the Site, and does not hold a **Client** or **Supplier Account**.

6 Changing this Agreement

- 6.1 We reserve the right to revise this **User Agreement** and our **Service Agreement** and all linked information at any time at our discretion. We may make such revisions without prior notice to users so please revisit this page regularly. Any revised agreement will take effect when it is posted on this page.

7 Site Services

- 7.1 Boatcarecompare.com makes the **Site** available as an online setting where boat owners (“**Client(s)**”) and providers of professional marine services (“**Supplier(s)**”) identify each other and work together online to complete, invoice and pay for “**Jobs**”.
- 7.2 The site contains features that enable **Clients** and **Suppliers** to do among other things, the following:

7.2.1 **Clients:**

7.2.1.1 post jobs and request **Quotes**,

7.2.1.2 identify specialist marine suppliers in their area;

7.2.1.3 hire, manage, rate and pay **Suppliers**.

7.2.2 **Suppliers:** view **Jobs** in their selected area, submit **Quotes**, get hired, manage jobs, send job reports, invoice, get rated and rate clients and receive payments.

8 **Creating a Client Account**

8.1 By creating a **Client** account you agree to the terms and conditions of the **Service Agreement** between you (the "Client") and any "Suppliers" which you may instruct.

9 **Relationship between Clients and Suppliers**

9.1 The dealing, contracting and fulfillment of a Job is between a Client and a Supplier.

9.2 Upon Client's award and Suppliers acceptance of a Job on the Site, the Client agrees to purchase, and the Supplier agrees to deliver, the Supplier Services in accordance with:

9.2.1 the Standard Service Agreement;

9.2.2 the terms established in the Quote; and

9.2.3 any other contractual provisions accepted by both Client and Supplier via the Job messaging system.

9.3 In the event of a conflict in terms, the conflict shall be resolved with the following precedence:

9.3.1 The **Service Agreement**;

9.3.2 the terms established in the **Quote**;

9.3.3 any other contractual provisions accepted by both **Client** and **Supplier** via the **Job** messaging system.

9.4 Any terms which conflict with or modifies the terms of the **Service Agreement** will be null and void.

10 **Relationship between Boatcarecompare.com and Clients**

10.1 **Boatcarecompare.com** agrees to provide the online venue where by boat owners (Clients) can meet marine Suppliers and Suppliers can provide services to Clients.

10.2 **Boatcarecompare.com** is not a party to the dealing, contracting and fulfillment of a Job between a Client and a Supplier.

10.3 **Boatcarecompare.com** has no control over and does not guarantee the quality, safety or legality of Supplier Services advertised, the truth or accuracy of Job listings, the abilities of Suppliers, the ability of Suppliers to deliver Supplier Services, the ability of Clients to pay for Supplier Services, or that a Client or Supplier can or will actually complete a transaction.



11 Creating a Client Account

11.1 By creating a Client account you agree to the terms and conditions of the Service Agreement between you (the "Client") and any "Suppliers" which you may instruct.

12 Relationship between Boatcarecompare.com and Suppliers

12.1 **Boatcarecompare.com** agrees to provide the online service to suppliers. **Suppliers** agree to comply with the **Service Agreement** which applies to all **Client** and **Supplier** transactions and to the **Supplier Agreement** with **Boatcarecompare.com**.

13 Service Access

13.1 We will do our utmost to ensure that availability of the website will be uninterrupted and that transmissions will be error-free. However, due to the nature of the Internet, this cannot be guaranteed. Also, your access to the website may also be suspended or restricted to allow for repairs, maintenance, or the introduction of new facilities or services. We will attempt to limit the frequency and duration of any such suspension or restriction.

14 Privacy

14.1 Please review our [Privacy Policy](#), which also governs your visit to **Boatcarecompare.com**, to understand our practices.

15 Passwords

15.1 In order to secure your information your password is required to login each time you visit our site. Your password is unique to you and helps us maintain our site security. You must keep your password safe and not disclose it to anyone. Please contact us if you suspect that someone else may have access to your account. If you forget your password you can reset it by clicking on the forgotten password link.

15.2 Accordingly, you agree that you will be solely responsible to us for all activities that occur under your account.

16 Visitor Material and Conduct

16.1 You must not use the website in any way that causes, or is likely to cause, the website or access to it to be interrupted, damaged or impaired in any way.

16.2 You understand that you, and not **Boatcarecompare.com**, are responsible for all electronic communications and content sent from your computer to us and you must use our website for lawful purposes only.

16.3 You must not use the website for any of the following:

16.3.1 for fraudulent purposes, or in connection with a criminal offence or other unlawful activity;

16.3.2 to send, use or reuse any material that is illegal, offensive, abusive, indecent, defamatory, obscene or menacing; or in breach of copyright, trademark, confidence, privacy or any other right; or is otherwise injurious to third parties; or objectionable; or which consists of or contains software viruses, political campaigning, commercial solicitation, chain letters, mass mailings or any "spam"

16.3.3 to cause annoyance, inconvenience or needless anxiety



17 Links from Other Websites

17.1 From time to time this website may also include links to other websites. These links are provided for your convenience to provide further information. They do not signify that we endorse the website(s).

17.2 We have no responsibility for the content of the linked website(s).

18 Ending Your Relationship with Boatcarecompare.com

18.1 These terms will continue to apply until terminated by either you or **Boatcarecompare.com**

18.2 If you want to terminate your legal agreement with **Boatcarecompare.com** you can do so by notifying **Boatcarecompare.com** by email at any time. **Boatcarecompare.com** will close any user accounts provided that the account does not have any live transactions active and that there are no outstanding invoices or disputes.

18.3 **Boatcarecompare.com** may at any time, terminate this agreement if you have breached any provision of these terms (or have acted in manner which clearly shows that you do not intend to, or are unable to comply with the provisions of the Terms); or if we are required to do so by law (for example due to the provision of services become unlawful); or the provision of services to you by **Boatcarecompare.com** is deemed no longer commercially viable in **Boatcarecompare.com**'s opinion.

19 Account Suspension

19.1 **Boatcarecompare.com** reserves the rights to suspend an account or place limitations on an account pending an investigation if we suspect that either:

19.1.1 these terms; or

19.1.2 any linked terms may have been breached; or

19.1.3 if **Boatcarecompare.com** deem that there may be a potential security risk.

20 Force majeure

20.1 Other than in respect of payment obligations, we shall not be liable for failure to perform or delay in performing any obligation under this Agreement if the failure or delay is caused by any circumstances beyond our reasonable control, including but not limited to acts of god, war, terrorism, civil commotion or industrial dispute.

21 Liability

21.1 **Boatcarecompare.com** shall not be liable to any user (supplier or client) for any loss of profit or other claims (whether caused by the negligence of **Boatcarecompare.com** its servants or agents or otherwise) which arise out of or in connection with the provision of the service under this agreement ("the Services").

21.2 Nothing in these Terms shall exclude or limit **Boatcarecompare.com**'s liability for losses which may not be lawfully excluded or limited by applicable law.

22 Governing and Law and Jurisdiction

22.1 This Agreement shall be governed interpreted and construed in all respects according to English Law and the parties submit to the jurisdiction of the English Courts.