# Vessel Name Location Berth No.

Legal Owner Details

First Name

# Other Contacts (Co-owners)

First Name

Surname Surname

Phone Phone

## 

Mobile Mobile

Email address (for correspondence) Email address (for correspondence)

## 

Email address 2

Address: House Name/House No./Street Name

# Emergency Contact

First Name

City/Town Surname

Postcode/Zip Phone

## 

Insurance Certificate Expiry Date Mobile

Declaration

I/We hereby acknowledge and agree: (1) that this Owners Agreement should be read in conjunction with BoatSmart HQ’s Terms and Conditions and that by signing this Owners Agreement, I/we agree to be bound by BoatSmart HQ’s Terms and Conditions and any amendments made to them from time to time by BoatSmart HQ; (2) to BoatSmart HQ providing the following services, or such Services as otherwise requested and agreed with BoatSmart HQ from time to time: First Mate VIR / Annual Scheduled Maintenance/ Packaged Voyage Solutions / Job Management; (3) that the information provided to BoatSmart HQ in this Owners Agreement and the On-boarding form is true and complete.

# BoatSmart HQ Service Package Details

Category of Vessel Service Package

BoatSmart HQ Membership No.

**Signature of Owner(s): Print Name: Date:**

**Signature for and behalf of BoatSmart Marine Services Limited by: Date:**



BoatsmartHQ is the trading name of Boatsmart Marine Services Limited, a registered limited company in New Zealand.

Company no: 6138911. GST no: 121-269-821.

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2 Garfield Street, Parnell, Auckland 1052, New Zealand **t:** 09 216 5161 **e:** [info@boatsmarthq.com](mailto:info@boatsmarthq.com) **w:** [www.boatsmarthq.com](http://www.boatsmarthq.com/)

# Terms and Conditions (“Terms”)

Last updated: October 2022

Please read these Terms of Service (“Terms”, “Terms of Service”) carefully before using the [https://www.boatsmarthq.com](http://www.boatsmarthq.com/) website and the BoatsmartHQ Mobile App mobile application (the “Service”)

operated by Boatsmart Marine Services Limited (“us”, “we”, or “our”).

Your access to and use of the Service is conditioned on your acceptance of and compliance with these Terms. These Terms apply to all visitors, users and others who access or use the Service.

By accessing or using the Service you agree to be bound by these Terms. If you disagree with any part of the terms then you may not access the Service.

1. This agreement sets out the terms that apply to the relationship between you (and BoatsmartHQ Marine Services Limited trading as BoatsmartHQ (“we”, “us” and “our”). Initial term of this contract is 12 months, each term shall automatically renew for subsequent periods of the same length as the initial term, unless either party gives the other written notice of termination at least 30 days prior to expiration of the then-current term.
2. You agree to provide us with and allow us to use information necessary to give effect to this agreement and provide you with the services (“your information”). We will not hold your information longer than required for the purposes of its collection.
3. We will not use your information unless we have reasonably ensured it is accurate, complete, relevant and not misleading. If we give your information to another entity we will do everything reasonably within our power to prevent unauthorised use or disclosure of your information.
4. You may access any of your information and ask us to correct any mistakes in it.
5. Services” means the *First Mate VIR monthly audit* and any additional works ordered and includes, without limitation, labour, care, treatment, management, maintenance and support, and out of pocket expenses, provided to you by us and identified in any account, application, order form, price list, email, supply request, quote, invoice, statement or other document issued by either party, which are deemed to be incorporated into and form part of this agreement; all Services are delivered by our franchisees (“First Mates”)

1. The price is the cost of the services as agreed between you and us from time to time including GST and out of pocket expenses. You agree to reasonable changes in the price at any time. If no price is stated in writing or orally agreed, the price will be the cost that we

provide the services at the time of your request, subject to reasonable changes.

1. Where we provide you with a quote: - the quote will replace all prior estimates; - unless otherwise agreed in writing, the quote will be valid for thirty (30) days from the date of issue; - the price will be exclusive of GST, unless stated otherwise; - you are solely responsible for the accuracy of information on which the quotation is based; - you will be responsible for increased costs or receive the benefit of decreased costs resulting from any subsequent changes to the quote due to inadequate or inaccurate information, provision of additional services requested or requested alterations; and - we have the right to alter the quote because of circumstances beyond our control or clerical or computer error.
2. Where we provide you with an estimate: - the estimate will be exclusive of GST, unless stated otherwise; - we will not be bound to provide the services at the estimated price; - you agree to pay for extra or increased costs where additional services are required or you request alterations or the information on which the quote was based was insufficient or inadequate.
3. Where parts of the Service are billed on a subscription basis (“Subscription(s)”). You will be billed in advance on a recurring monthly basis. Subscriptions may only be terminated after expiry of the minimum term. Payment may be made by direct debit from your bank account as provided or a regular charge to your credit card. You authorise us to make those deductions and charges.
4. We require a credit card retention for services, the value of which you agree will be deducted from your credit card. All payments by credit card will incur an extra charge of 2.5% of the value of the invoice.
5. We warrant that our services will be of a standard and quality that will meet your reasonable expectations with reference to reasonable industry standards, skill and quality.
6. Manufacturers’ warranties and guarantees apply.
7. If you are in trade and/or are a business, you agree that you and us contract out of the Fair Trading Act 1986 and Consumer Guarantees Act 1993 to the extent permissible by law.
8. We are not liable for delay or failure to perform our obligations if the cause is beyond our control.
9. We hold comprehensive marine insurance. Our First Mates hold professional indemnity insurance. If we are deemed liable to you for any loss or damage of any kind, arising from the provision of services to you, including consequential loss whether suffered or incurred by you or another person or entity and whether in contract

tort or otherwise, then you agree that our total liability is limited to the value of the services provided to you.

1. All requests from you constitute a binding agreement subject to these terms. If you wish to cancel or vary an order and we have reasonably relied on your original instructions, you will still be responsible for payment of the price of the request.
2. We will use our best reasonable endeavours to provide our services on the date and time agreed between you and us. The time and date of provision is not an essential term of our agreement and we accept no liability for default or delay. We may incrementally provide services listed in one invoice.
3. We have the right by notice to suspend or cancel any part of any agreement for the provision of services to you if you default by: - failing to pay or indicating you will not pay any sum owing by the due date; - any of your creditors seizing or indicating they will seize your property; - being bankrupted, insolvent, under statutory management or put into liquidation; - a receiver being appointed over or a landlord possessing any of your assets; - a court judgment entered against you remaining unsatisfied for seven (7) days; - breaching the terms

of this agreement; and - an adverse material change in your financial position.

1. Cancellation or suspension will not affect our claims for any amount due at the time of cancellation or suspension, damages for any breach of your obligations under this agreement and any other legal rights we may have. Upon cancellation of this agreement any amount owed by you for work done up to and including the date of cancellation will become due and current orders terminate.
2. If you are a director of a company or the trustee of a trust: - in exchange for us agreeing to provide services and grant credit to the company or the trust, you also sign this agreement in your personal capacity, and jointly and severally personally undertake as principal debtors, to pay everything that the company or trust owes us, and to indemnify us against non-payment and/or default; and - any personal liability of you as director or trustee will not exclude the company or trust from the liabilities and obligations contained in this agreement.
3. We may outsource (contract out) part of the work required to provide the services. You agree to pay for all amounts due in connection with the outsourcing.
4. We own all existing and new intellectual property rights connected to the services and documentation associated with the same.
5. If we fail to enforce any of the terms of this agreement it will not be deemed to be a waiver of any of the rights or obligations we have under this agreement.
6. If any of these terms are determined to be invalid, void, illegal or unenforceable, the validity, existence, legality and enforceability of the remaining terms will not be affected.
7. This is the entire agreement superseding all prior agreements, representations and warranties. Any instructions we receive from you will be subject to this agreement.
8. If any dispute or issue arises between you and us we must be notified within seven (7) days of the date our services were

completed. Any material subject to a claim must not be destroyed and must not be removed from the address where the services were provided until we have inspected the material or waived our right to do so.

1. Documentation related to this agreement may be served on you by email.
2. We reserve the right, at our sole discretion, to modify or replace these Terms at any time. If a revision is material we will try to provide at least 30 days’ notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion.