

REQUEST FOR A GARBAGE MANAGEMENT PLAN

Client	
Name	
Address	
Phone number	E-mail address

Services	
Description	To provide a new Garbage Management Plan to reflect the amended Annex V of the MARPOL Convention, which enters into force on 01 Jan 2013.
Fees	£400 (exc. VAT) for PDF version

Information required	
Name of yacht	Flag
Gross Tonnage	Total persons
Equipment ¹	
Storage ²	
Policies ³	
Responsibilities ⁴	
<p>1. Please provide details of any garbage processing equipment provided onboard (compactors, juicers, freezers, macerators, incinerators, etc.)</p> <p>2. Please provide details of all locations where garbage is stored onboard</p> <p>3. Please provide details of any existing onboard garbage policies (e.g. is ALL garbage kept onboard, is any garbage recycled, etc.)</p> <p>4. Please provide details of who is responsible for garbage onboard (i.e. who takes it ashore, who is authorised to discharge it overboard, who collects garbage from the guest areas, etc.)</p>	

This document is subject to the Terms & Conditions overleaf or attached to this document.
Please sign and return this document to Manta Maritime.

Name in CAPITALS	Signature
Position held	Date

For completion on return to Manta Maritime

Date received	Client data in FA <input type="checkbox"/> Yes <input type="checkbox"/> No
Job assigned to	Project in database <input type="checkbox"/> Yes <input type="checkbox"/> No

Terms & Conditions

The following terms and conditions together with the signed request for services shall constitute the entire terms and conditions between the parties hereto (hereunder called the "Agreement") and shall supersede and override all other warranties, representations and terms and conditions whether or implied, oral or written, including the Client's standard terms.

1. Definitions

"Company" means Manta Maritime Limited.

"Client" is the party at whose request or on whose behalf the Company carries out services covered by this Agreement.

"Disbursements" means the cost of all reasonable photography, reproduction of drawings, diagrams, sketches and printing, duplicating and, where applicable, electronic transmission fees, and all reasonable and appropriate expenses including travel, refreshments and hotel accommodation where an overnight stay is necessary.

"Fees" means the fees charged by the Company to the Client and including any VAT or other local or national taxes and where applicable any Disbursements.

2. Scope

- a. The Company shall provide its services solely in accordance with these terms and conditions and shall be nominated as a principle contact with whom the Client will primarily deal.
- b. The Client will set out the services which it requires the Company to provide. The Company will confirm acceptance of instructions, or will advise the Client what services will be performed in connection with the Client's instructions.
- c. Once the Client and the Company have agreed the scope of services, any changes or additions must be agreed by both parties.
- d. The issue of instructions, their acceptance, any subsequent changes, additions and agreement will be made in writing, where practicable.

3. Fees & Payment Terms

- a. The Company will generally provide the Client with a quotation or estimate before work is started. Where this is not practical to do so, the Company will offer to perform the work on an hourly or daily rate.
- b. The Client shall pay the Company for all fees and disbursements incurred in respect to services provided. Interim invoices will be raised on a monthly basis. Final invoices will be raised on completion of the services. All invoices will be paid in full within 30 days of the invoice date.
- c. Where an invoice is not paid by the due date, the Company reserves the right to charge interest on a daily basis at 4% above the London Interbank rate on amounts outstanding from the date of the invoice.
- d. Without prejudice to any rights of recovery which the Company might have against a third party, the Company shall treat the Client identified in the signed Agreement as the party responsible for paying for the work done, therefore the Company shall not need to be concerned as to whether the Client considers itself to be principal or agent nor shall the Company need to confirm itself as to whether the Client is, or is not, paid by a third party.
- e. Unless the Client can clearly show that the Company was negligent in the performance of its duties or such performance was not in accordance with the agreed scope of work the Client shall not be excused payment of any portion of its fees merely because the outcome of negotiations, arbitration or legal proceeding was worse than the Client's expectations, or was not in the Client's favour.

4. Client's Obligations

- a. The Client undertakes to ensure that full instructions are given to the Company and are provided in sufficient time to enable the required services to be performed effectively and efficiently and to procure all necessary access for the Company to goods, premises, vessels, installations and transport and to ensure that all appropriate safety measures are taken to provide safe and secure working conditions.
- b. If during the currency of this Agreement the Client becomes aware of any claim or circumstance which might involve litigation or arbitrations concerning the Agreement, or any other matter connected or arising from, the Client is to inform the Company immediately.

5. Confidentiality

The Company undertakes not to disclose any information provided in confidence by the Client to any third party and will not permit access to such information by any third party unless the Client expressly grants permission save where required to do by an order of a competent court of law.

6. Intellectual Property and Copyright

The right of ownership in respect to any intellectual property resulting from the performance of the work created by the Company remains the property of the Company. The Client shall be entitled to disclose any report or services provided under this agreement to a third party for whose benefit the instruction/contract was specifically commissioned.

7. Conflict of Interest

The Company shall promptly notify the Client of any conflict of interest which would render it undesirable for the Company to continue its involvement with the appointment. The Client shall be responsible for payment of the Company's fees up to the date of notification.

8. Liability

- a. The Company shall be under no liability whatsoever to the Client for any loss, damage, delay or expense, whether direct or indirect arising unless the same is proved to have resulted from the negligence of the Company or any its employees or agents or sub-contractors resulting in direct damage to tangible property where the Company's liability shall be limited in accordance with paragraph (c) below.
- b. The Company's maximum liability for professional negligence shall be £250,000.
- c. The Company accepts liability for direct damage to tangible property or death or injury to persons to the extent caused by the proven negligent acts or omissions of the Company, its employees and consultants, provided that the Company's liability for the same shall be limited to the coverage and indemnity limits provided under the Company's insurance policies (which are available for inspection on request).

9. Force Majeure

Neither the Company nor the Client shall, except as otherwise provided in these conditions, be responsible for any loss, damage, delay or failure in performance hereunder arising or resulting from acts of God, acts of war or terrorism, seizure under legal process, quarantine restrictions, strikes, boycotts, lockouts, riots, civil commotions and arrest or restraint of princes, rules or people.

10. Right to sub-contract

The Company shall have the right to sub-contract any of the services provided under this agreement, subject to the Client's right to discuss such an appointment and object on reasonable grounds if necessary.

11. Time Bar

Any claims against the Company shall be deemed to be waived and absolutely time barred upon the expiry of two years from the submission date of the report to the client.

12. Termination

The Company have the right to terminate this Agreement where:

- Circumstances beyond the control of the Company make it unreasonable to continue with the services.
- The Client is in breach of this Agreement and fails to respond within 5 working days of written notification by the Company.

13. Law

This Agreement and all matters arising out of or in connection with them and the Services shall be subject to the Laws of England and Wales and be subject to the exclusive jurisdiction of the English Courts.