



Avi Avi Marina Limited

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SLIPWAY TERMS AND CONDITION

A. Placing and Bookings

An owner wishing to use the slipway area must complete and forward to **AVI AVI MARINA LIMITED** the necessary application in the prescribed form.

AVI AVI will require all details of the works to be carried out on the vessel whilst on dry dock.

AVI AVI will have its senior estimator; estimate the cost of the job. This quote is a preliminary estimate of the cost of works to be conducted but in no way indicates what the final invoice amount will be.

Where a telephone or oral booking is made, the owner shall within two (2) working days, confirm such booking in writing. If such booking is for period less than two (2) days from the date/time of making such booking, subject of availability of space and prior approval of the Work Manager.

B. Deposit Confirmation of bookings

Confirmation of any booking will be subject to the Owner.

- i. ***Immediately paying a deposit to AVI AVI of 80% of the initial quotation that is 80% inclusive of basic slipping, number of days booked*** including quoted price.
- ii. Immediately providing docking plans and/or the general arrangement of the vessel.
- iii. Comply with other conditions as imposed by **AVI AVI**.
- iv. Or as per decision of the directors of Avi Avi Marina Limited.

C. Cancellation of confirmed bookings

Where the owner makes a cancellation of confirmed booking, it may (at AVI AVI MARINA LIMITED's discretion) be subject to cancellation fees.

D. Fees and Charges

The Owner or Agent of the vessel, who booked the use of the Slipway, shall be liable to **AVI AVI** for the following charges associated with the services provided by **AVI AVI** under these Terms and Conditions:

- i. A fee for use of the slipway facility:
- ii. The cost of utility services, mobile cranes, hoists and other **AVI AVI** slipway facilities;
- iii. Any materials that brought by the costumer that we will use for repairs will be charge twenty percent of corking charge based on Avi Avi materials price list.
- iv. Assets and services used by the Owner while using the slipway;

- v. The cost of erecting and dismantling the cradle structure necessary to hold the vessel on the Slipway;
- vi. The cost for clean-up and rubbish removal; and
- vii. The cost for storage of containers, machinery, equipment or any other material on **AVI AVI** Slipway premises
- viii. Charges may be raised for the entire period specified in the Slipway bookings, and any extension of the actual time spent on the Slipways.
- ix. The rate of charges is set out in Schedule of Rates hereof.
- x. The daily charges will apply for Saturday, Sunday and Public Holidays irrespective of whether any work is carried out on vessel whilst on the Slipway.
- xi. **AVI AVI** Marina required full payment upon releasing the vessel, as the full payment had been received by the authorized personnel the vessel will be released.

When Equipment are Not Available- To the extent **AVI AVI** does not have available for use equipment required by the Owner, **AVI AVI** shall have the option of obtaining such equipment independently and hiring to the Owner.

E. Owners Vessel Preparation Prior Slipping

AVI AVI MARINA LIMITED requests all ship owners and captains to have their vessel empty of water and fuel before slipping. Any spillage of diesel and oil on the slip way and surrounding beach area will be subject to owners being charged clean up fees estimated at SBD18,000.00

F. Works

AVI AVI will not allow external vessel owners contractors or sub-contractors to conduct works on the slip unless otherwise agreed in writing. **AVI AVI MARINA** will be doing all under water line works and supply the necessary materials for the vessel.

G. Payment Terms

AVI AVI prerogative on Payment of Fees and Charges by Owners

- i. **AVI AVI shall** be entitled to stipulate to an Owner or an Agent, when and in what form charges pursuant to these Terms and Conditions are payable. In some circumstances, there may be requirement for payment of charges in advance and/or by irrevocable letter of credit,
- ii. All payments must be paid in full prior to the vessel being de-slipped unless prior arrangements have been made and approved in writing by **AVI AVI** management. Owners will be required to sign a credit agreement, which may involve the requirement of collateral to be handed to **AVI AVI**. Vessels may be refused to be released if payment terms cannot be agreed.

- iii. All owners and agents are required to issue an official Local Purchase Order duly signed by the authorized personnel in circumstances whereby the vessels are de slipped without full payment,
- iv. Any Local Purchase Order issued by the owner(s) and or agents does not guarantee a full credit term with **AVI AVI** unless written approval by executive management.
- v. Interest Rate on Unpaid Fees and Charges by Due Date – If any charges under the Term and Conditions remain outstanding after the due date for payment;
- vi. The vessel owner will be liable to be charge 15% interest for all late payments over the outstanding balance.
- vii. This Interest will be charges at the rate of 15% every week.
- viii. Within 7 days of failure to meet repayment terms will result in retrieval of vessel back to Avi Avi slipway facility and won't be release not until full payment of outstanding account is made.

H. Performance Bond

As a security for the amounts payable by the owner **AVI AVI** may request the provision by the Owner of a performance bond. The bond may be in form of:

Bank guarantee

If **AVI AVI** so requested, the Owner must supply the performance bond before its vessel shall be allowed onto the Slipway. Such performance bond will be provided from a registered trading bank in Solomon Islands in an unconditional form acceptable to **AVI AVI** and will be for such amount as **AVI AVI** considers reasonably necessary to cover the charges payable to the Owner hereunder and the cost to **AVI AVI** for the breach by the Owner of any clause of these Terms and Conditions.

Collateral

AVI AVI may also accept other forms of guarantees such as lands, assets, and/or the vessel as a performance bond. Specific terms and conditions to be documented in further detailed performance bond agreements.

I. Disclaimer

AVI AVI MARINA will conduct all due care for the vessel while it is being slipped, however no responsibility will be accepted for accidents, loss, damages to the vessel or its contents while it is at **AVI AVI**. The owner fully indemnifies **AVI AVI** from works done to the vessel.

J. Costumer waiver form

I _____ from _____

Working as _____ Hereby agreed on Avi Avi Terms and condition as confirmation of my booking for our vessel _____ booked on this day of _____.

Our company agreed to deposit 80% of the estimate quote issued by slipway amounting SBD _____

This is to rest assure Avi Avi Marina Limited that our company _____ will settle our full account based on the issued invoice of Avi Avi Marina Limited upon release of our vessel _____ Any further arrangement will be discussed with the directors of Avi Avi Marina and will be acknowledge with proper documentation and agreement between our company and Avi Avi Marina Limited directors.

Sincerely,

Name:

Position:

Company Name:

Date:

Signature: