

### WINTER STORAGE 2013/14 – CHARGES, BOOKING & Terms and Conditions

August 2013.

Dear Customer,

Last year, as I seem to have for the previous seven, I remarked that weather seems to have depressed people more than whatever financial or global catastrophe seems to populate our newspapers (or whatever social media format is the vogue at the moment). Well, this year seems to have been more what we have been used to in the almost forgotten past, and we have certainly noticed a general uplift in spirits. It is often remarked that as an island nation, we seemed almost totally pre-occupied in the weather, and to some degree this is true. But whatever your thoughts on this matter, periods of extended sunshine have brought some joy (especially for those with children - and/or grandchildren!).

In general, those using their boats seem to have enjoyed this year; and those buying and selling boats have seen increased activity. Still, as ever the seasons move on, and it is time to address the start of the impending storage season.

This letter is addressed to those who have enquired about winter storage. We are not just a storage facility, but an all services yard here to help you with your boat, and provide both products and services. You are free to come out when you want, and can choose when to go back – we even offer customers the chance to be craned back into the water for a few days, if that is what you want. Whatever it is, even if its just advise, then please ask.

Customers are reminded that storage is payable in advance. To get the benefit of the winter rate (£3.99 ex VAT/£4.79 inc VAT per ft/month), then this pre-payment is a 3 month minimum. There are additional benefits to those pre-paying five months or over in advance. These benefits are listed later, and give customers between £83 - £212 of added value or benefit. In addition, many of owners of smaller boats may wish to use their boats in the season, and so we offer flexible craning to/from water for storage customers for a nominal £30 or £60 each-way. Please ask for details.

Please note: For longer term customers, then our yearly rate is equivalent to £3.44 ex VAT/£4.13 inc VAT per ft/month. Note our summer charges are even lower at £2.89 ex VAT/£3.47 inc VAT per ft/month (for a fixed six months period) for those looking further ahead, or planning works.

Any customers not paying in advance will be charged our higher standard rate (£4.88 ex VAT/£5.86 inc VAT per ft/month). There are no exceptions. All we ask is payment in advance, when due.

Apart from that, please read the following information and fill in and sign the enclosed booking/advice of charges/terms and conditions sheet. Please return to us with both insurance details if at hand (or show us when you arrive), and your deposit for £250 to secure you a place.

Any questions, please ask. We look forwards to seeing you during the next six months.

Kindest regards,



**Simon Reader**  
**Managing Director**

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Mobile: 07715705204

Directors:- S W Reader, S J Reader. Registered: London/982248. Registered Address: Topsham. VAT No.: 140 9148 81

Main



Dealer:



NEW BOAT SALES

YAMAHA OUTBOARDS

INFLATABLES

CHANDLERY

YACHT REPAIRS

LAYING UP ASHORE

BROKERAGE

MARINE ENGINEERS

CRANAGE

INTERSPRAY &  
GELSHIELD CENTRE  
FLAGSHIP CENTRE  
INTERNATIONAL PAINTS



## BOOKING AND PLANNING:

Please see attached booking in form and on the reverse a shortened terms and conditions of business.

- Please include a non-refundable deposit for £250 made out to "Retreat Boatyard" or make an on-line bank transaction with the details provided above, or just call with your debit card details. This is in order to secure a winter storage place, and will be offset against your first bill. If for any reason you are unable to come for winter storage after paying this deposit, unfortunately it will be forfeited after 31<sup>st</sup> March 2014.
- A copy of your insurance. This should cover your boat and third party damage, and any works you may be doing on the boat. It is up to you to declare to your insurance company issues such as masts left up, or any non-routine repairs etc. We can advise you of common safe working practices, but in some instances any directions we give (eg wear masks etc) are mandatory, and form a legal duty of care we have to you.
- We highly recommend that masts are taken down as no cradle or stand manufacturer is able to include masts as part of design spec, but you may wish to check with your insurance company as this is a grey area. If there is any doubt then we will un-step and store a mast. In any case, all sails must be removed.
- We will contact you to confirm and discuss anything else. Staff will also be on-hand when you arrive, and if the weather is inclement I am happy to make a cup of tea or coffee.

## Things to be aware of on/before arrival:

- Where possible, please confirm your arrival. In the booking form we ask for rough dates in order to plan. Please call the yard to confirm actual date and time, and if there are any changes, please call. You can call the Yard/Oliver Byles – Yard Manager directly on 07967539691 (launching hours only), or the office during normal working hours. Please keep clear of the craning area at all times, unless under strict staff supervision,
- All sails should be removed prior to arrival. If sails are left up, then we will have to make a charge to remove them. Any sails we remove will be left in the boat, and we advise all customers to remove them later for safe storage, along with soft furnishings etc.
- If you have a life-raft or inflatable that may need servicing, remove it and book it in when you arrive. Do not leave it until the new year as this is often too late.
- If you have arranged to arrive out of hours or a day or so before and are on a mooring, we are happy to collect your boat and take out without you being present. However, a small charge will be made (£25), and you must have signed a booking form/terms and conditions first.

## BENEFITS:



**For all customers who provide 3 month pre-payment for storage - we offer the following:**

- Free engine check, and notification of any issues and advice. (Value around £30)
- Free flare disposal – for personal flares of UK/European origin (Value around £7.50)
- Free lifejacket servicing - labour only – any required parts charged for. Value (£7.50)
- Free Lucas Fuel Stabiliser for petrol outboards – when your o/b is presented to us. We will add this to your tank/system. This will also be done if your outboard is stored or serviced with us. (Value around £3.50)
- sail cleaning, we provide you at least 15% discount from our provider. (Value > £10)
- A credit in the Chandlery shop for SRP (ie non-sale prices) of £25.

**Total value in services, labour and merchandise: >£ 83**

**For customers who provide five or more months pre-payment for storage - we add the following**

- One hour of free engineering time. (Value: £58) \*\*
- One hour of repair / ship-writing time (Value: £46) \*\*
- An additional credit of £25 in the Chandlery shop for SRP (ie non-sale prices) to a total of £50.

**Total value in services, labour and merchandise: >£ 212**

\*\* - only applies when total works exceed 3 hours. If under 3 hours then 0.5 hours given.

**BOOKING FORM - PLEASE COMPLETE and RETURN WITH £250 DEPOSIT & INSURANCE DETAILS**
**SCALE OF CHARGES. As of 1st Oct 2013.**

CODE		£/m		£/ft	
		ex VAT	inc VAT	ex VAT	inc VAT
<b>CRANING / LIFTING</b>					
CWS/CSW	From/To Store/Water	16.70	20.04	5.09	6.11
CLS/CLW	To/From Transport	19.20	23.05	5.85	7.02
CTS/CTW	To/From Trailer (<30ft)	14.56	17.47	4.44	5.32
C-Dinghy	Below 14ft - eg dinghy		FIXED	40.00	48.00
C-Small Craft	Below 20ft - eg small craft		FIXED	60.00	60.00
	<i>For small craft - launch, 2 days on water, and crane out - x1.5 the above (£72, £90 respectively)</i>				
C-Promo	Promotional rate (e/w)	8.35	10.02	2.55	3.05
C-Demand1	In-season, on demand (1)		FIXED	25.00	30.00
C-Demand2	In-season, on demand (2)		FIXED	50.00	60.00
<b>TEMPORARY LIFTS - ANCILLARY SERVICES, SUMMER SCRUB ETC</b>					
C-Hold	Lift/hold - 40 mins max	16.70	20.04	5.09	6.11
C-Scrub	Summer scrub (inc PW) same day *	19.64	23.56	5.99	7.18
C-Pad	Lift/scrub - 2 days *	29.45	35.34	8.98	10.77
C-Comm2	Commercial - scrub - same day *		FIXED	166.67	200.00
C-Comm2	Commercial - 5 days - FIXED *		FIXED	250.00	300.00
Y-PW	Powerwash (20 mins max) from: *	5.87	7.05	1.79	2.15
C-STEP1	Strike/Step small mast (20mins) from: *		FIXED	55.00	66.00
C-STEP2	Strike/Step large mast (20mins) from: *		FIXED	75.00	90.00
	<i>(*) Over 20 mins charged at published yard labour rate (£30/hr per person - pro rata)</i>				
C-ENG-LFT	Inboard engine lifts (20 mins)		FIXED	65.00	78.00
<b>SEASONAL STORAGE (per month)</b>					
		ex VAT	inc VAT	ex VAT	inc VAT
STO-Winter	Winter - 3 months min	13.09	15.71	3.99	4.79
STO-Summer	Summer - 3 months min	11.29	13.54	3.44	4.13
STO-Summer2	Summer - 6 months fixed	9.48	11.38	2.89	3.47
STO-Yearly	Yearly - 12 month minimum	11.29	13.54	3.44	4.13
STO-Club	Seasonal Charge (6 months)		FIXED	83.33	100.00
	<i>- free parking, dinghy storage, electricity, waste, promotional deals, access to pontoon, etc -</i>				
<b>SHORT TERM BOAT STORAGE</b>					
		ex VAT	inc VAT	ex VAT	inc VAT
STO-Month	Standard monthly (+£25 standing charge)	16.01	19.21	4.88	5.86
STO-Week	Standard weekly (+£7.50 standing charge)	8.01	9.61	2.44	2.93

SUPPORTS / STANDS ETC (per month)		ex VAT	inc VAT
Y-CHOCKING	General small use of chocks FOC - eg Bilge Keel		
Y-STAND1	2-3 stands- eg small motorboat	12.50	15.00
Y-STAND2	2-3 stands- eg large motorboat	18.75	22.50
Y-CRADLE1	4 point support cradle/stand	25.00	30.00
Y-CRADLE2	4-6 point support cradle/stand	37.50	45.00
STO-MAST1	Small mast store in mast shed	12.00	14.40
STO-MAST2	Large mast store in mast shed	18.00	21.60
STO-MAST-DECK	Mast on Deck	7.98	9.58
STO-CRADLE1	Small cradle storage	16.67	20.00
STO-CRADLE2	Large Cradle storage	25.00	30.00
STO-TRAILER1	Small trailer (up to 20ft boat) storage	12.50	15.00
STO-TRAILER2	Large trailer (>21ft boat) storage	18.75	22.50

ADMIN CHARGES		ex VAT	inc VAT
ADM-LET	Admin charge for late payment - for each letter/notification	20.83	25.00
ADM-INT1	Annualised Interest charge - consumer late payment:	Base +	4%
ADM-INT2	Annualised Interest charge - business late payment:	Base +	8%
ADM-CC	Credit card surcharge		2.5%
ADM-KEY	Electronic access key	5.00	6.00

All Services and Indicated Prices Subject to Change without Notice and are given as Advice Only.  
 All Charges and Discounts or promotional Charges at the Discretion of the Retreat Boatyard, and do not indicate Contracted Offers  
 All Services subject to Retreat Boatyard Terms and Conditions Of Business. Payable on Delivery of Service/Invoice/In Advance only

**STORAGE REQUIREMENTS**

Name: \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Post Code \_\_\_\_\_

email: \_\_\_\_\_

Mob/Tel: \_\_\_\_\_

Name of Boat \_\_\_\_\_

Type/Model \_\_\_\_\_

Length / Draft \_\_\_\_\_

Main engine \_\_\_\_\_

Date of arrival \_\_\_\_\_

Pre-payment of 5 months or more for added benefits  Y / N

Winterise engine  Y / N


Service engine  Y / N

Un-Step Mast  Y / N \*

\* You confirm this is covered under your insurance

Cradle/stand req  Y / N

**I have read, and agree to the published Terms and Conditions of business provided**

 Signed \_\_\_\_\_

Date \_\_\_\_\_

LABOUR RATES		£ ex VAT	£ inc VAT
<b>REPAIRS</b>			
BBL1	Specialist	48.00	57.60
BBL2	Standard	38.00	45.60
BBL2*	Standard over 16 hours	33.00	39.60
BBL3	Commercial	30.00	36.00
BBL2*	Yard services labour	25.00	30.00
<b>ENGINEERING</b>			
		£ ex VAT	£ inc VAT
EL1	Specialist	55.00	66.00
EL2	Factory trained	48.00	57.60
EL2*	Standard over 8 hours	43.00	51.60
EL3	Commercial	38.50	46.20

## SUMMARY FORM OF THE GENERAL TERMS OF BUSINESS - RETREAT BOATYARD - as of 1<sup>st</sup> September 2013

### 1 LIABILITY

- 1.2 WE ARE NOT RESPONSIBLE FOR MATTERS BEYOND OUR CONTROL, OR FOR ITEMS LEFT WITH US, OR FOR HARM/DAMAGES WHILE ON OUR PREMISES.
- 1.1 WE PROVIDE REASONABLE SECURITY MEASURES AND CARE, BUT YOUR ITEMS AND PROPERTY ARE LEFT AT YOUR RISK, AND MUST BE LEFT SAFE & INSURED.
- 1.2 WE ARE NOT RESPONSIBLE FOR THE CONDITION OF YOUR GOODS LEFT HERE. IF THERE ARE SOME SAFETY RISKS OR OBVIOUS MITIGATION OF LOSSES, THEN WE ARE ENTITLED TO CHARGE FOR MAKING GOOD AT THAT TIME.
- 1.3 CUSTOMERS ARE RESPONSIBLE FOR ANY CAUSED/ACCIDENTAL HARM AND THIRD PARTY DAMAGES, AND MUST CARRY SUITABLE INSURANCE COVER, AND HEREBY AGREE TO PROVIDE PERSONAL INDEMNIFICATION WHEN NOT.

### 2 PRICES AND ESTIMATES

- 2.1 PRICES GIVEN ARE BASED ON PUBLISHED SCALE RATES. SERVICES ARE PROVIDED ON A TIME AND MATERIALS BASIS ONLY. QUOTES ARE NOT GIVEN. PRICES MAY CHANGE OVER TIME, WITHOUT NOTIFICATION.
- 2.2 ANY ESTIMATES GIVEN ARE ONLY BASED SUPERFICIAL INSPECTION, AND THE INFORMATION GIVEN BY THE CUSTOMER. EXPECTED COSTS CAN THEREFORE CHANGE IF FURTHER ISSUES ARE DISCOVERED DURING WORKS.
- 2.3 IF THERE ARE ANY MATERIAL CHANGES OR INCREASED COSTS, THEN WE SEEK YOUR APPROVAL FIRST. ANY WORKS UP TO THIS POINT MUST BE PAID FOR.

### 3 DELAYS

- 3.1 WE WILL TRY TO FINISH WORK WHEN WE SAY WE WILL, BUT CANNOT BE HELD RESPONSIBLE FOR REASONABLE DELAYS. CHARGES MAY STILL APPLY

### 4 VESSELS MOVEMENTS

- 4.1 WE MAY MOVE BOATS WITHOUT WARNING. CHARGES MAY APPLY. WE WILL ATTEMPT TO TELL YOU IN ADVANCE, ALTHOUGH THIS CANNOT BE GUARANTEED.

### 5 PAYMENT

- 5.1 WE REQUIRE FULL PAYMENT OF YOUR ACCOUNT ON REMOVAL OF A BOAT FROM THE PREMISES. OFFSITE WORK REQUIRES SETTLEMENT IN FULL ON PRESENTATION OF INVOICE. PRE-PAYMENT IS USUALLY REQUIRED.
- 5.2 ON OUTSTANDING DEBTS, AFTER 30 DAYS, WE WILL CHARGE YOU EITHER INTEREST AS RECOMMENDED BY THE BMF (AT TIME 4% ABOVE BASE RATE), PLUS AN ADMINISTRATION CHARGE (£25/CORRESPONDENCE), OR IN THE CASE OF A BUSINESS CUSTOMER STATUTORY INTEREST AND COMPENSATION. IF WE EMPLOY THE SERVICES OF A DEBT COLLECTOR, THEN YOU WILL BE LIABLE FOR ALL ADDITIONAL COLLECTION COSTS ALLOWED IN LAW IN ADDITION TO OUR CHARGES.
- 5.3 YOU AGREE TO US HAVING A "GENERAL LIEN" OVER YOUR GOODS. ON CASES OF LATE OR NON\_PAYMENT, FOR PROPORTION OF DEBT NOT UNDER DISPUTE. YOU GIVE US PERMISSION TO SELL YOUR GOODS BY PUBLIC AUCTION OR TENDER, GIVEN STANDARD NOTICE PERIODS AND PROCEDURES.

- 5.4 MARINE LAW ALSO APPLIES - SEE 10.2

### 6 RETENTION OF TITLE

- 6.1 UNTIL YOU HAVE FULLY PAID FOR ANYTHING WE SUPPLY, IT BELONGS TO US.
- 6.2 ANY RISK WITH GOODS AND MATERIALS PASSES TO YOU, THE CUSTOMER, AT TIME OF ORDER AND SUPPLY - NOT AT THE TIME OF INVOICE OR PAYMENT

### 7 GUARANTEE

- 7.1 CUSTOMER AND CONSUMER PROTECTION ADVICE AND LEGISLATION IS AVAILABLE FROM THE OFFICE OF FAIR TRADING, OR FROM SOLICITORS.
- 7.2 ANY STATUTORY RIGHTS ARE NOT AFFECTED BY THESE TERMS.
- 7.3 WE PROVIDE A LIMITED GUARANTEE FOR THREE MONTHS COVERING POOR WORKMANSHIP AND DEFECTIVE NEW MATERIALS (NOT SERVICE ITEMS) ONLY.
- 7.4 IN ORDER TO REMEDY ANY DEFECT THEN WE MUST BE INFORMED IMMEDIATELY. NO OTHER CONTRACTOR OR PERSON SHOULD ATTEMPT REMEDY.
- 7.5 IF YOU ARE A BUSINESS CUSTOMER THEN:
- 7.5.1 NOTHING SUPPLIED BY US HAS ANY GUARANTEE UNLESS WE ARE FULLY AWARE OF THE PURPOSE AND NATURE OF THE PART REQUIRED, AND YOU RELY ON OUR PROFESSIONALISM TO DECIDE ITS PURPOSE/USE.
- 7.5.2 PROPRIETARY ARTICLES CARRY NO TERM, BUT WE MAY ASSIGN RIGHTS WE HAVE AGAINST OUR PROVIDERS
- 7.5.3 WE DO NOT INDEMNIFY BUSINESS CUSTOMERS AGAINST LOSSES AS A CONSEQUENCE OF FAILURE OF ANY ARTICLE SUPPLIED

### 8 QUALITY STANDARDS

- 8.1 WE WILL PROVIDE WORKS TO A SATISFACTORY QUALITY

### 9 ACCESS TO PREMISES/WORK ON THE VESSEL

- 9.1 ONLY THE OWNER AND HIS REGULAR CREW - "NOT FRIENDS IN THE TRADE, ETC" - CAN WORK ON A BOAT. OVERNIGHT STAYS ARE NOT ALLOWED, AND WE MUST BE INFORMED IN ADVANCE IF YOU ARE GOING TO ENTER AFTER 8PM. IF SO, WE

MAY LEGITIMATELY REFUSE ENTRY, OR CHARGE YOU.

- 9.2 IF WORKING ON YOUR BOAT YOU MUST OBEY OUR, AND H&SE, WORK POLICIES. FOR ADVICE, PLEASE ASK US, OR REFER TO H&SE GUIDELINES.
- 9.3 WHILE WE ARE WORKING ON YOUR BOAT, YOU MAY NOT HAVE ACCESS TO IT.

### 10 RIGHT OF SALE / FURTHER OBLIGATIONS ON OWNERS

- 10.1 SEE 5.3 - GENERAL LIEN.
- 10.2 BY SIGNING THIS AGREEMENT YOU DECLARE YOURSELF THE OWNER OF THE BOAT. WE WILL TAKE INSTRUCTIONS FROM YOU ALONE. YOU WILL BE LIABLE FOR ALL CHARGES - NOT YOUR SON, PARTNER(S), FRIENDS, ETC...
- 10.3 WE ARE NOT RESPONSIBLE FOR YOUR BOAT AFTER WORKS FINISH
- 10.4 THE OFFICIAL PLACE OF BUSINESS IS THE REGISTERED ADDRESS LISTED.
- 10.5 MARITIME LAW MAY CONFER ADDITIONAL RIGHTS TO US REGARDING LIEN AND SALVAGE. SEE 5.3
- 10.6 IF SELLING OR CHANGING OWNERSHIP, YOU MUST USE OUR BROKERAGE SERVICE. YOU MAY NOT PRIVATELY ADVERTISE/MARKET/AUCTION/ETC. YOU WILL BE CHARGED THE FULL PERMISSIBLE BROKERAGE, ADMIN FEES, WITH STORAGE RECHARGED AT MONTHLY OR WEEKLY RATE. THESE WILL FORM AN ENCUMBERENCE ON THE BOAT. LIABILITY REMAINS WITH YOU.

### 11 SUBCONTRACTING

- 11.1 WE MAY SUBCONTRACT ELEMENTS OF THE WORK, AND IN THESE CASES WE WILL REMAIN RESPONSIBLE FOR THE QUALITY/STANDARD.
- 11.2 CUSTOMERS ARE NOT ALLOWED TO BRING IN OUTSIDE CONTRACTORS WITHOUT PRIOR WRITTEN AUTHORISATION. FEES WILL BE CHARGED.
- 12 NOTICES WILL BE CONSIDERED SERVED IF SENT BY FIRST CLASS POST, RECEIPTED EMAIL, OR GIVEN TO YOU PERSONALLY.

### 13 LAW AND JURISDICTION

- 13.1 ANY CONTRACT IS SUBJECT TO THE LAWS IN ENGLAND, UNDER THE JURISDICTION OF THE COURTS IN ENGLAND AND WALES FOR ALL CUSTOMERS

### 14 DISPUTE RESOLUTION

- 14.1 IF THERE IS A DISAGREEMENT THAT CANNOT BE RESOLVED, THEN ALL CASES MUST FIRSTLY GO TO THE BMF ARBITRATION SCHEME APPROVED BY THE RYA BEFORE GOING TO COURT. (SEE - [WWW.BRITISHMARINE.CO.UK](http://WWW.BRITISHMARINE.CO.UK))
- 14.2 THE PROVISIONS OF THE ARBITRATION ACT 1996 SHALL APPLY

### GENERAL SUBSIDIARY TERMS / AGREEMENT AND NOTICES

#### YARD - H&SE DUTY OF CARE, ACCESS TO YARD, BASIC YARD RULES

**Y1:** OBEY ALL SIGNAGE. KEEP TO THE AREAS MARKED. GUESTS MUST SIGN IN. DOGS AND CHILDREN MUST BE KEPT ON LEADS / UNDER SUPERVISION. DOG FOULING MUST BE REMOVED. NEVER ENTER THE CRANING AREA WHILE IN USE.

**Y2:** PART OF THE YARD/BUILDINGS ARE PRIVATE DWELLINGS, BE CONSIDERATE. ACCESS AFTER 8PM IS BY PRIOR NOTIFICATION ONLY.

**Y3:** BE SAFE, WE CANT LET INDISCRETIONS GO. BE TIDY; WE WILL CHARGE YOU IF YOU MAKE A MESS. DO NOT USE YOUR ONBOARD HEADS. USE THE TOILETS.

#### ENGINEERING and REPAIRS

**E1:** DO NOT ENTER THE WORKSHOPS, OR ANY WORK AREA. DO NOT ASK STAFF TO BORROW SOMETHING, OR DO SOMETHING FOR FREE. STAFF ARE NOT ALLOWED TO DIRECTLY TRADE WITH CUSTOMERS.

**E1:** ASK FOR CONFIRMATION OF ESTIMATES AND /OR PROGRESS IN WRITING. IT IS ALWAYS AVAILABLE. ALL BUSINESS IS THROUGH THE OFFICE.

#### BROKERAGE & USED BOAT AND ENGINE SALES

**U1:** BROKERAGE IS AN INTRODUCTION SERVICE ONLY. WE DO NOT PROVIDE ANY WARRANTIES OR GUARANTEES. GET INDEPENDENT EXPERT ADVICE.

**U1:** FOR USED GOODS, WARRANTIES ARE NOT GIVEN OR IMPLIED.

#### GENERAL ISSUES AND FEEDBACK PROCEDURE

**G1:** AGREEMENTS OR CHANGES TO THESE TERMS HAVE TO BE IN WRITING & SIGNED BY A DIRECTOR. IF YOU HAVE ANY SUGGESTIONS, PLEASE CALL OR EMAIL THE OFFICE ([OFFICE@RETREATBOATYARD.CO.UK](mailto:OFFICE@RETREATBOATYARD.CO.UK)), OR POP IN FOR A CUP OF COFFEE.

**I certify that I have read and agree to the terms and conditions of business as provided and sign here or overleaf:**

Name: \_\_\_\_\_

Signed: \_\_\_\_\_ Date \_\_\_\_\_