

Navigation Boat Movers

navigationboatmovers.com

tel:[07776237423](tel:07776237423)

email: david@navigationboatmovers.com

Terms and Conditions

The followings are the terms and conditions for the use of the services of Navigation Boat Movers. It is advised that you read the following fully as it is part of the contract between Navigation Boat Movers and you the client. If there are any questions or queries regarding any of the following, please do not hesitate to contact Navigation Boat Movers for clarification using the above contact information.

Navigation Boat Movers has Public Liability insurance in place, £2m covered with Mercia Marine. However, we do require the client to have the following in place before the movement of the boat is possible and either digital or hard copies of the documents supplied to us prior to the move.

Items required:

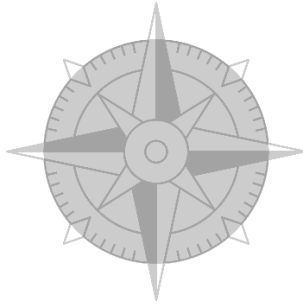
- Proof of ownership (where possible)
- Copy of Boat Insurance
- Copy of Canal & River Trust license or relevant license/s for required waterway/s (where applicable)
- Copy of Boat Safety Certificate

All the above must apply to the boat booked to be moved, they must be valid and in date for the period of the move, and copies of all the documentation must be provided to Navigation Boat Movers before the start date of the move, either by email or as a hard copy.

If the client has a valid breakdown cover, that will cover the boat being moved during the booked period, please provide this to the skipper either ahead of the move or on the start date. Although this is not an essential requirement, we do recommend the client has a breakdown cover in place.

Navigation Boat Movers holds a business license with the CRT (Canal & River Trust), we can and will place trade plates on your boat to confirm it is under our supervision. This means that the boat does not have to be licensed by the customer for the move on CRT waterways by Navigation Boat Movers. However, if at the end of the boat move by Navigation Boat Movers, the boat is to be left on a managed waterway the boat must have a valid license with the relevant waterways authority, before the commencement of the move.

Any additional licenses that may be required, not currently in place for the boat, can be purchased by Navigation Boat Movers and the cost of these will be added to the final invoice to the client.



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Conditions of Service

It is the responsibility of the client to ensure that the boat booked to be moved, meets the following conditions for Navigation Boat movers to provide our service.

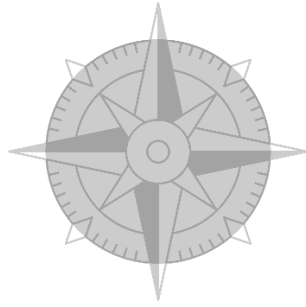
However, we understand some of the conditions of service may be confusing or you may not yet have the detailed knowledge of your boat and the engine to perform the requested checks. If you have any questions regarding the following then please contact Navigation Boat Movers as soon as possible, and we will do our best to help resolve them.

These conditions of service are in place to make sure the boat is in a safe condition to be moved on the waterways, and making sure all the requested items are covered, ensures the move can go ahead. This avoids you the client the risk of losing a deposit on the basis the boat is not in a suitable and safe condition to be moved. We at Navigation Boat Movers want to help you make the process as fluid and stress-free as possible. Please contact Navigation Boat Movers if you need any help or advice with these conditions of service.

The skipper, booked for the boat move, on arrival will perform an inspection of the boat to ensure all the following conditions are met. If the boat does not meet these conditions, as checked by the skipper, the skipper has the right to refuse to move the boat until the highlighted issues are resolved. This may cause a delay to the start of the move of the boat, or the loss of any deposit paid, in the event of a cancellation of the move.

Please advise the skipper of the location of any isolation valves and switches for gas/water/electric, and of any boat equipment and tools that may be needed.

- 1) The boat must have a valid boat safety certificate.
- 2) The boat must have valid boat insurance in place.
- 3) The boat must have valid canal and river licenses as applicable, (see page 1 for details).
- 4) Please ensure if the boat is being moved from or to a private mooring or marina, that the persons responsible for the private mooring/marina, have been informed that Navigation Boat Movers has the boat owner's permission to board and move the boat.
- 5) The hull and superstructure of the boat must be in an acceptable and safe condition.
- 6) The engine of the boat should be in good working order and all general maintenance, as required for the engine of the boat, must have been completed before the commencement of the move.
 - a) Check oil level – top up as required.
 - b) Check coolant level – top up as required.
 - c) Check tension and condition of drive belts – tension or replace them as necessary.
 - d) Check the engine is running within the normal temperature range.



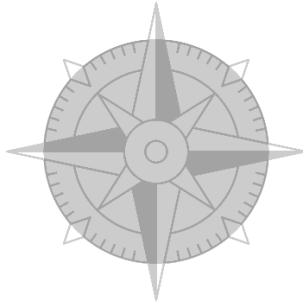
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- 7) Check that all fitted bilge pumps are in good working order.
- 8) Check, if fitted, the stern gland greaser is filled with sufficient grease for the journey – top up as required.
- 9) With the engine off and keys removed, open the weed-hatch and check the prop is clear of any debris, refitted the weed-hatch, and secure it.
- 10) Make sure any batteries required for the working of the boat, (such as the engine starter battery), are in a suitable condition and can be charged by the boat – such as from the engine or by other means.
- 11) The boat should have sufficient fuel and gas on board for the journey, or to be able to reach a fuel/gas point where the skipper can obtain fuel as needed to complete the move. Any additional fuel/gas costs incurred by Navigation Boat Movers will be added to the final invoice supplied to the client after the completion of the move with relevant receipts.
- 12) Sanitation – please make sure, if the boat has toilet facilities on board, that they are in a usable state. If there are no facilities on board, or you wish for them not to be used, please inform Navigation Boat Movers before the move start date.
- 13) Domestic Water Supply – Please ensure the water tank is full.
- 14) Make sure relevant boat equipment is present and is in a useable condition;
 - a) Windlasses
 - b) Ropes – (bow line, stern line, centre line, etc)
 - c) Mooring pins and hammers, chains, mooring hooks, etc.
 - d) Fenders as required – please advise the skipper on any preferences regarding the arrangement and use of fenders.
 - e) If the boat is to travel on a river section, check that an anchor is present and the required chain, rope and fittings are present.
- 15) Ensure the navigation lights, tunnel lamp, and horn are in working order.
- 16) Check the tiller or wheel with the rudder is in good working order.
- 17) Confirm access to and condition of fire extinguishers and any other emergency equipment on board.
- 18) Please provide Navigation Boat Movers, or the skipper moving the boat, emergency contact details of a person/s you wish to be contacted, in the unlikely event we need to contact you during the move of the boat.
- 19) Please advise Navigation Boat Movers on possible sleeping arrangements and cooking facilities, if required for a boat move, that may be used by the skipper and/or crew. If there are any limitations you wish to set, please advise Navigation Boat Movers before the move.



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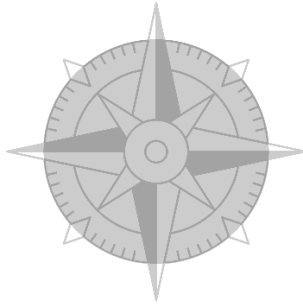
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Terms of Business

Navigation Boat Movers adhere to the British Marine - 'Terms of Business', shown in the document BM1 – 2017. The following terms apply to all work accepted by Navigation Boat Movers.

BM1 – 2017		BRITISH MARINE 	
TERMS OF BUSINESS			
1. PRELIMINARY PROVISIONS AND DEFINITIONS			
1.1	These Terms of Business form an integral part of all quotations and contracts provided by the Company.	2.8.3	any other reason for which it would be illegal for the Parties to exclude liability.
1.2	These Terms of Business apply to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.	2.9	Subject to Clause 2.8, the Company shall under no circumstances whatsoever, be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with these Terms of Business.
1.3	In these Terms of Business:	2.10	The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and the terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from these Terms of Business.
	'Applicable Laws on Consumer Rights' means all applicable laws, rules, regulations, instruments and provisions in force from time to time relating to consumer protection, including but not limited to the Consumer Rights Act 2015.	3. PRICES AND ESTIMATES	
	'Company' means the party or parties undertaking the Work, as well as any authorised member, agent, employee or representative of the Company.	3.1	The price for the Work shall be the price set out in the Order, or if no price is quoted for the Work, the price will be determined based upon the labour and materials expended and services provided in accordance with the Company's usual tariff at the time when the Work was performed, as duly invoiced to the Customer (the 'Price').
	'Consumer' means a Customer who is considered a "consumer" under the Applicable Laws on Consumer Rights.	3.2	Unless otherwise agreed in writing, the Price will not include expenses incurred for pilotage, salvage, tugs, harbour dues and similar charges which shall be invoiced separately to the Customer.
	'Customer' means the party or parties with whom the Company agrees to perform the Work and shall include the legal owner of any relevant Vessel, any parent or associated company and/or firm, as well as any authorised member, agent, employee or representative of the Customer. Where the Vessel is under demise charter and the agreement is with the demise charterer, the Customer shall also include the demise charterer. In the event that the Company enters into an agreement with more than one party, the obligations of such other parties shall be joint and several, unless otherwise agreed in writing.	3.3	The Company will exercise reasonable skill and judgment when giving an estimate or indication of Price. However, estimates are always subject to the accuracy of information provided by the Customer, are often based on a superficial examination and do not include the cost of any emergent work which may be necessary nor the cost of any extensions to the Work. The Company reserves its right to (a) increase the rates under its usual tariff (provided that such increase does not take place more than once in any twelve (12) months) and/or (b) subject to Clause 3.4, increase the Price for the Work.
	'Order' means the Customer's order for the Work, as set out in the Customer's order form, or the Customer's written acceptance of the Company's quotation, or overleaf, as the case may be.	3.4	The Company will inform the Customer of any proposed increase in the estimated Price, together with the reasons for such increase, and will proceed with the Work after having obtained the Customer's approval (such approval not to be unreasonably delayed or withheld). The Customer shall remain responsible for the cost of labour and materials already supplied or remaining to be supplied which are not affected by the proposed increase in the Price.
	'Parties' means the Company and the Customer; each a Party and collectively the Parties.	4. PAYMENT	
	'Vessel' means any vessel or a floating craft of any nature (or part thereof), or any other comparable object such as a yacht, a lighter, a barge, a pontoon, a tug, a drilling-platform, a rig as well as any other object entrusted to the Company for the Work to be undertaken.	4.1	Unless otherwise agreed between the Parties in writing, payment for all Work provided shall be due immediately upon receipt of the Company's invoice. Payment shall be deemed to have been made when received by the Company in cash or cleared funds at the Company's nominated bank account. Time for payment is of the essence.
2. LIABILITY		4.2	If the Customer fails to make any payment due to the Company by the due date for payment, the Company has the right to charge interest on the overdue amount at the rate of four percent (4%) above Bank of England base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment.
2.1	The Company shall not be liable for any failure or delay in performing its obligations hereunder, or for any loss or damage, caused by or arising from events or circumstances beyond its reasonable control (which includes, without limitation, acts of God, wars (whether declared or not), riots, civil commotions, malicious damage, embargoes, compliance with any law or governmental order, rule, regulation or direction, breakdown of plant or machinery, fire, flood, accidents, strikes, lock-outs or other industrial disputes (whether involving the workforce of the Company or any other Party), failure of a utility service or transport network, unusually severe weather conditions, default of suppliers or subcontractors or the actions of third parties not employed by the Parties).	4.3	The Customer shall pay all amounts due under these Terms of Business in full without any set-off, counterclaim, deduction or withholding except as required or permitted by law. The Company may, without limiting its other rights or remedies, set off any amount owing to it by the Customer against any amount payable by the Company to the Customer.
2.2	The Company shall take reasonable steps to maintain security at its premises, and to maintain its facilities and equipment in reasonably good order and condition.	4.4	To the extent permitted by law, the Customer hereby grants to the Company a lien and a continuing security interest, and, where applicable, a maritime lien, over the Vessel as security for payment of the Price until full payment of the Price by the Customer, or until the Customer has given security to the Company in a form and substance acceptable to the Company (for example a letter of guarantee from a bank reasonably acceptable to the Company or lodgement of a cash deposit with a professional third party agent reasonably acceptable to the Company). The security provided shall be sufficient to cover the debt with interest and, where the debt is contested, a reasonable provision for the Company's prospective legal costs and expenses.
2.3	Notwithstanding Clause 2.2, the Vessel, and any other property of the Customer left at the Company's premises, is at the Customer's own risk.	4.5	The Company shall be entitled to charge the Customer for storage and the provision of any ongoing services at the Company's normal daily rates until full payment (or provision of security) by the Customer and removal of the Vessel from the Company's premises. The Customer shall be entitled to remove the Vessel upon providing proper security.
2.4	The Company shall not be under any duty to salvage or preserve the Vessel from the consequences of: (a) any defect in the Vessel and/or (b) an accident which has not been caused by the Company. However, the Company reserves the right to salvage or preserve the Vessel, at its sole discretion, in appropriate circumstances and in particular where the safety of people, property or the environment is at risk.	5. DELAYS	
2.5	The Customer shall effect and maintain, at no cost to the Company, liability insurance providing cover for any loss or damage for which the Customer may be liable under these Terms of Business (including third party liability cover and, where appropriate, employer's liability cover in respect of any of its employees).	5.1	Unless otherwise agreed in writing by the Parties, time estimates given for completion of the Work are given in good faith and without
2.6	The Company shall effect and maintain, at no cost to the Customer, liability insurance for such loss or damage for which the Company may be held liable under these Terms of Business.		
2.7	Each Party shall produce copies of insurance policies as evidence of cover, immediately and (in any case within seven (7) days) upon request by the other Party.		
2.8	Each Party accepts responsibility and liability for:		
2.8.1	death or personal injury caused by its negligence or the negligence of its employees, agents or sub-contractors;		
2.8.2	fraud or fraudulent misrepresentation; or		



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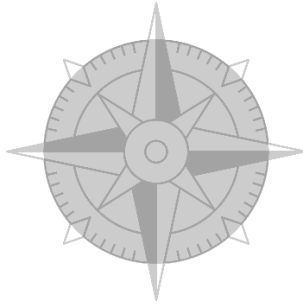
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- guarantee.
- 5.2 The Company shall not be liable for any failure or delay in the performance or completion of the Work, or for any such loss or damage resulting therefrom, unless the Company has expressly guaranteed completion by a specific date in writing, or the delay arises from its wilful acts or omissions or negligence.
- 6. THE VESSEL'S MOVEMENTS**
- 6.1 The Company shall have the right to order such movements of the Vessel and such tests or trials it deems necessary in order to perform and determine the due completion of the Work and/or for reasons of safety, security or good management of the Company's business and premises.
- 6.2 The costs of such movements, trials and/or tests including the cost of any bunkers and/or consumables shall be borne by the Customer.
- 7. TITLE AND RISK**
- 7.1 Risk in all goods, equipment and materials supplied by the Company to the Customer shall pass to the Customer at the time of supply to the Customer of such goods, equipment or materials or at the time when such goods, equipment or material are assigned or affixed to the Vessel, as the case may be.
- 7.2 Title to all goods, equipment and materials supplied by the Company to the Customer shall not pass to the Customer until the Company receives payment in full (in cash or cleared funds) for the Work.
- 8. GUARANTEE**
- 8.1 The Company guarantees that, for a period of twelve (12) months from completion of the Work (the "Warranty Period"), the Work will be free of defects in material and workmanship and in conformity with the agreed specification. The Customer shall give notice in writing (as per Clause 14) to the Company of any defects in material or workmanship ("Defective Work") which may become apparent and shall provide the Company with sufficient evidence so as to establish the nature and extent of the Defective Work. This guarantee applies only to the Customer: a person who is not a Party to these Terms of Business shall not have any rights to enforce these Terms of Business.
- 8.2 On notification by the Customer of the Defective Work, the Company will be given a reasonable opportunity to inspect the Defective Work and if it is the Company's responsibility, the Company shall repair or re-perform, in whole or in part, at its discretion, the Defective Work. Delivery of repairs or re-performance under this guarantee will be made in accordance with these Terms of Business.
- 8.3 The Customer shall, immediately after the discovery of any Defective Work, take all appropriate steps to mitigate any loss or damage and to prevent any Defective Work becoming more serious.
- 8.4 The Company shall not be liable for any Defective Work if the defect arose as a result of: (a) the Customer's failure to follow the Company's oral or written instructions; (b) the Company following any drawing, design or specifications supplied by the Customer; (c) fair wear and tear, wilful damage, negligence or abnormal working conditions; and/or (d) changes made to ensure compliance with applicable statutory or regulatory standards.
- 8.5 Any remedial work which is put in hand by the Customer directly without first notifying the Company and allowing the Company a reasonable opportunity to inspect the Defective Work shall invalidate the guarantee provided under this Clause 8.
- 8.6 Where the Customer is not a Consumer:
- 8.6.1 these Terms of Business do not contain any express or implied term as to quality or fitness for any particular purpose, unless, prior to the Work being performed, the purpose has been clearly identified in writing to the Company and the Customer has stipulated that it is relying upon the Company's skill and judgment to ensure this purpose has been met; and
- 8.6.2 the Company accepts no liability to the Customer in respect of any loss of profit or turnover which the Customer or its customer or any other person may sustain in consequence of the failure of any faulty or unfit article supplied to the Customer by the Company.
- 8.7 The Company shall assign to the Customer any and all of its rights against the manufacturer or supplier of any particular article used in the Work or supplied to the Customer as part of the Work.
- 9. QUALITY STANDARDS**
- 9.1 The Company will exercise reasonable care and skill in the performance of the Work in accordance with the provisions of these Terms of Business, the requirements of any relevant regulatory bodies and, in the absence of any other contractual term as to quality, to a satisfactory standard.
- 10. ACCESS TO PREMISES / WORK**
- 10.1 No work or services shall be carried out by the Customer on the Vessel
- or the Company's premises without the Company's prior written consent except for minor running repairs or minor maintenance of a routine nature. The Company's consent may be revoked with immediate effect in the event of any breach of these Terms of Business by the Customer, in which case the Company shall be entitled to demand the immediate cessation of any work.
- 10.2 The Customer is subject to the Company's health and safety, environmental and access policies and shall further be obliged to comply with all laws and regulations relating to environmental protection and safety.
- 10.3 The Customer is responsible for any damage or loss caused directly or indirectly from any breach of its obligations under these Terms of Business.
- 10.4 The Customer shall take all necessary precautions to avoid pollution of the environment and shall indemnify the Company for any loss or damage arising from any pollution of the environment.
- 10.5 The Customer shall ensure that it does not cause any nuisance or annoyance to the Company, any other customer or person present or residing in the vicinity and does not interfere with the Company's schedule for the Work and/or the good management of the Company's premises and business.
- 10.6 During performance of the Work by the Company (and/or any of the Company's sub-contractors), the Customer shall not have access to the Vessel unless the Company's prior written consent has been obtained.
- 11. ASSIGNMENT AND OTHER DEALINGS**
- 11.1 The Company may at any time assign, transfer or deal in any other manner with all or any rights under these Terms of Business and may sub-contract or delegate in any manner any or all of its obligations under these Terms of Business to a third party.
- 11.2 The Customer shall not, without the prior written consent of the Company, assign, transfer, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under these Terms of Business.
- 12. CONSUMER RIGHTS**
- 12.1 To the extent that these Terms of Business contradict with the Applicable Laws on Consumer Rights, the rights conferred on Consumers under the Applicable Laws on Consumer Rights remain unaffected.
- 12.2 Advice on whether a Customer is a Consumer or is otherwise protected by some or all of the Applicable Laws on Consumer Rights may be obtained from any local Trading Standards Office, the Citizens Advice Bureau, the Office of Fair Trading or any firm of solicitors practising in England and Wales.
- 13. THIRD PARTY RIGHTS**
- 13.1 A person who is not a Party to these Terms of Business shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of these Terms of Business.
- 14. COMMUNICATION AND NOTICES**
- 14.1 All communications and notices given under these Terms of Business shall be in writing. A notice shall be sufficiently served if given by effective means of communication, including but not limited to fax, email, registered or recorded mail or by personal service, to the Customer's last known address or to the Company's official email, trading address or registered office.
- 15. SEVERANCE**
- 15.1 If any provision of these Terms of Business is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this Clause 15 shall not affect the validity and enforceability of the remaining provisions of these Terms of Business.
- 16. GOVERNING LAW AND JURISDICTION**
- 16.1 These Terms of Business, as well as any contract(s) made subject to these Terms of Business, shall be governed by and construed in accordance with English law.
- 16.2 All disputes arising out of or in connection with these Terms of Business shall be subject to the non-exclusive jurisdiction of the English courts.
- 16.3 Disputes arising out of or in connection with this Agreement, when they cannot be resolved by negotiation, may, with the written agreement of the Parties, first be submitted to mediation under British Marine's ("BM") Dispute Resolution Scheme. Details of the Scheme are available to current BM members on request from BM and/or online on BM's member website.



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Disclaimer

We at Navigation Boat Movers know how important your boat is to you, and every care will be taken to ensure the safe movement of the boat. However, due to the nature of moving boats on the inland waterways, minor scuffs and scrapes to paintwork and rubbing strips can occur due to unforeseen circumstances and/or by third parties. Navigation Boat Movers will not be held responsible for any minor damage caused in this manner.

Delays can and may occur due to but are not limited to severe weather conditions, closures on the waterways, or the condition of the boat. Navigation Boat Movers will not be held responsible for delays incurred by these means and have the right to add additional charges to the total fee payable in the event of circumstances that are beyond the control of Navigation Boat Movers.

However, we aim to provide a professional service and the satisfaction of our customers is paramount. Therefore, consultation with the client shall be made to reach an amicable agreement about any additional charges due to the aforementioned circumstances.

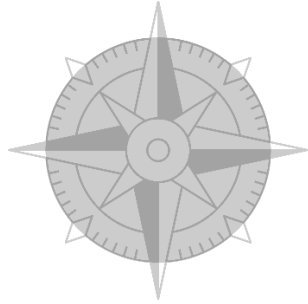
Should the boat owner or any other persons wish to stay on their boat during the boat move, and participate in the move of their boat including the operating locks etc, this is acceptable but they may do so at their own risk and will be solely responsible for their safety and cannot hold Navigation Boat Movers responsible for accidents incurred to themselves by doing so.

Payment Conditions

To accept the quotation provided by Navigation Boat Movers a non-refundable deposit of 30% of the quotation is required to be paid by the client before the start date of the move. This will secure the booking for the move of the boat. Deposits must be paid at least 48 hours before the start date of the boat move, or the booking may be cancelled by Navigation Boat Movers. By paying the deposit the client agrees to the terms and conditions within this document. Payment information will be included on invoices sent to the customer.

Although the deposit is classed as non-refundable, this may be refunded to the client at the discretion of Navigation Boat Movers in the occurrence of exceptional circumstances.

The remainder of the fee and any additional costs that may have been incurred will be invoiced to the client after the completion of the move of the boat. The balance shall be due within seven calendar days of the invoice date.



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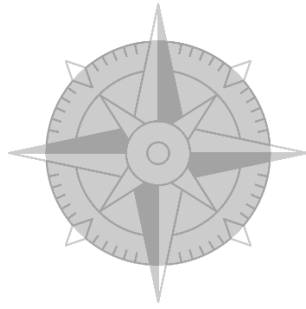
Cancellation Policy

The customer has the right to terminate the boat move at any point. However, all charges for work completed and costs incurred up to and including that point are still owed to Navigation Boat Movers and will be invoiced to the customer.

Navigation Boat Movers hold the right to terminate a boat move before the move of the boat. This may be due to but not limited to, the lack of payment of the deposit, or the condition of the boat at inspection.

Should the customer wish to cancel the move, any deposit paid will not be refunded unless exceptional circumstances exist and are agreed upon with Navigation Boat Movers.

In extenuating circumstances, should Navigation Boat Movers have reason to cancel a booked boat move, by no direct fault of the customer, then a full refund of the deposit will be paid.



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Client Conformation and Signature

By signing this form below, you the client, agree to the terms and conditions within this document pages 1 to 7, permitting Navigation Boat Movers to complete the work as stated in the quote, and authorisation is thus given to the skipper, provided by Navigation Boat Movers, to board and have control of the boat in respect to the conditions of the quote for the work and duration, as required for the move of the boat.

Please complete, sign, and date below returning to Navigation Boat Movers:

Boat Name _____ Boat Registration Number _____

Boat Owner/Client

Print name: _____

Signature: _____

Date: ____ / ____ / _____

Navigation Boat Movers - Skipper

Print name: _____

Signature: _____

Date: ____ / ____ / _____