

By accepting the quotation and paying a deposit of 30% of the quotation amount, the client agrees to the following Terms and Conditions of service.

**Vessel Details**

Vessel Name:	Per quote
Vessel License Number:	Per quote

**Client Details**

Client Name:	Per quote
Client Address:	Per quote
Client Contact Mobile Number:	Per quote

**Journey Details**

Start Date of Journey:	Per quote
Expected End Date of Journey:	Per quote
Starting from (address):	Per quote
Ending at (address):	Per quote
Final Mooring Details:	Per quote
CRT Stoppage Details if appropriate:	Per quote
How will boat keys be transferred from/to owner?	Per quote
Trusted Third Party Details (start of journey):	Per quote
Trusted Third Party Details (end of journey):	Per quote

**Client Obligations**

**Documentation**

The client will send photocopies or photographs of the following documents no later than three days prior to the commencement of the voyage to the following email address:

[info@safeboatmovers.com](mailto:info@safeboatmovers.com)

- proof of purchase of the vessel or ownership documentation
- copy of current insurance cover note
- copy of current Boat Safety Certificate
- copy of CRT and/or other necessary river licenses required for the journey
- copy of any breakdown insurance documentation
- written right to access the boat provided by owners of private land where the boat is moored, if applicable

If no access to email, then the client will leave hard copies of the documentation shown above on board the boat for the duration of the service.

**Vessel Fitness to travel**

The client warrants that:

- there is a mooring available for the vessel at the end of the journey;
- if the vessel is moored on a private berth, then permission to access the boat has been given by the owner of the berth;
- the vessel’s engine and hull/superstructure is in good working order, engine oil has been checked and the engine temperature gauge is in working order;
- the vessel has enough fuel on board to complete the journey. (Any additional fuel needed to be purchased by SBM in order to complete the journey will be invoiced as charged plus a 10% service fee.)
- sufficient extra engine oil is on board in the event that the engine consumes oil during the duration of the journey. (Any additional engine oil needed to be purchased by SBM in order to complete the journey will be invoiced as used plus a 10% service fee.)
- the stern gland is filled with sufficient grease for the journey;

- sufficient electrical power is available on board for lights including tunnel light if required. (Use of SBM's own tunnel light will be charged at £10/tunnel in the event that the boat's own lighting system is insufficient.)
- locking and mooring gear is on board the vessel including appropriate stern, bow and centre ropes, lock windlasses, mooring pins, hammer, sufficient fenders;
- an anchor is on board, with sufficient chain, if the journey is to include tidal waterways; (anchor rental from SBM is £30 for each day that an anchor is mandated for the journey.)
- sanitation is available on board. Pump-outs are recharged plus a 10% service fee; there is a service charge for cleaning of full elsan-type cassettes of £50.
- a hosepipe is available and suitable for fresh water replenishment;
- the client's insurance company has been informed of the journey and insurance cover has been agreed and paid for;
- valid breakdown insurance is in place and details are stored on the boat for the duration of the journey; if no breakdown insurance, then SBM will use its own and recharge any expenses back to the customer.
- it will not hold SBM responsible in the event of delays caused by situations outside SBM's control including but not limited to CRT stoppage changes, weather, obstructions and river conditions, etc.;
- payment in full will be transferred to SBM prior to handover of the vessel's keys on the first day of the journey
- any incidental charges (e.g. for vessel fuel, agreed return to base charges per quotation, necessary expenses, additional crew days necessitated due to the condition of the craft, etc.) are paid promptly upon request.
- any vulnerable possessions on the boat are packed appropriately to prevent loss or damage.

The vessel is deemed fit to travel only if all of the above are in place.

In the event that SBM undertakes the journey without the vessel being fit to travel, there shall be no liability accepted by SBM regarding the vessel or its contents.

**Please note.** The price for the journey is based upon SBM's understanding that the vessel is fit to travel. Should additional days be required to complete the journey due to problems with the vessel, an additional invoice will be raised upon completion of the journey and the client agrees to pay these daily charges forthwith.

### ***Transfer of keys***

The owner will post keys, or leave the keys with a trusted third party (e.g. local marina) or be with the vessel on the first day of the journey, in order to transfer keys to the helmsperson.

### ***Payment***

A non-refundable deposit payment of 30% of the quoted price secures the journey time slot. Payment in full prior to commencement of the journey should be made by PayPal, a link for which will be emailed to the client upon request.

### **Safe Boat Movers Obligations**

Safe Boat Movers (SBM) will

- take good care of your boat while transferring it from the start point to the end point (the journey). There may be minor external damage typical of the wear and tear associated with moving a boat through the canal system and associated locks.
- check engine oil levels, weed hatch and stern gland grease each day;
- have public liability and hull insurance in place to cover any accidental damage while your vessel is under our control. This is in addition to your own insurances as documented above;
- protect your floors and furniture with dust sheets to minimise mud and dirt and sweep your boat at the conclusion of the journey
- use CanalPlan to calculate an accurate plan of the journey in order to offer a fair price;
- plan around CRT stoppages and advise promptly should there become an issue with these during the journey (for example, if the journey is delayed and consequently planned or unplanned stoppages affect the delivery date)
- pre-book any tunnel access and moorings required for the journey and promptly advise you of any additional costs for these;

- keep you informed of the journey progress by text message each evening;
- safely moor and lock up the vessel at the place indicated in the “journey details” (above) and will provide you with an estimated time of arrival via phone or text message to the number shown above at the destination on the last day of the journey.
- provide you with feedback on the boat and its operational capabilities;
- return the keys to you directly or to a trusted third party whose details you have previously provided.

**Liabilities**

Safe Boat Movers (SBM) shall not be liable for any loss or damage caused by events or circumstances beyond its reasonable control (such as severe weather conditions, the actions of third parties not employed by SBM or any defect in a customer’s or third party’s property); this extends to loss or damage to vessels, gear, equipment or other property left with us for work or storage, and harm to persons using any of our facilities or equipment.

SMB shall take reasonable and proportionate steps having regard to the nature and scale of its business to maintain its facilities and equipment in reasonably good working order; but in the absence of any negligence or other breach of duty by SBM, vessels and other property are left with SBM are at the customer’s own risk and customers should ensure that their own personal and property insurance adequately covers such risks.

SBM shall not be under any duty to salvage or preserve a customer’s vessel or other property from the consequences of any defect in the vessel or property concerned unless we have been expressly engaged to do so by the customer on commercial terms. Similarly, we shall not be under any duty to salvage or preserve a customer’s vessel or other property from the consequences of an accident which has not been caused by our negligence or some other breach of duty on our part. However, we reserve the right to do so in any appropriate circumstances, particularly where a risk is posed to the safety of people, property or the environment. Where we do so we shall be entitled to charge the customer concerned on a normal commercial basis.

Customers may themselves be liable for any loss or damage caused by them, their crew or their vessels and while their vessel or other property is being worked on by us they shall be obliged to maintain adequate insurance, including third party liability cover for not less than £2,000,000, and, where appropriate, Employer’s Liability cover in respect of any customer’s employee. Customers shall be obliged to produce evidence of such insurance to us within 7 days of a request to do so.

Nothing in these Conditions of Service shall limit or exclude our liability for death or personal injury caused by our negligence or the negligence of our employees, agents or sub-contractors; for fraud or fraudulent misrepresentation; or otherwise to the extent that it would be illegal for us to exclude or attempt to exclude liability.

Please sign and return a copy of these Conditions of Service to show that you understand and agree to our mutual obligations.

I am the registered boat owner (name):

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Date:

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Signature:

Signature supplied by email

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