

Terms and Conditions

These Terms and Conditions are the standard terms which apply to all Services provided by us, Russell Narrowboats Limited, a company registered in England and Wales under number 14075828, whose registered address is at 7 Faraday Court, First Avenue, Burton On Trent, Staffordshire, United Kingdom, DE14 2WX ("we/us/our").

1. Definitions and Interpretation

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

"Consumer" means a consumer as defined by the Consumer Rights Act 2015;

"Contract" means the contract into which you and we will enter if you accept our Quote. This Contract will incorporate, and be subject to, these Terms and Conditions;

"Customer/you/your" means the Consumer or business accepting our Quote or placing an order with us;

"Materials" means the materials needed to provide the Services, which we will supply, where applicable, and detail this in the Quote;

"Quote" means the written proposal we will give to you in accordance with clause 2 detailing the Services we will provide to you and the fees we will charge; and

"Services" means the Services we will provide as specified in the Quote.

1.2 Each reference in these Terms and Conditions to:

1.2.1 "writing" and "written" includes emails;

1.2.2 a statute or provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time;

1.2.3 a "Party" or the "Parties" refer to the parties to these Terms and Conditions;

1.2.4 "these Terms and Conditions" is a reference to these Terms and Conditions;

1.2.5 a clause is a reference to a clause of these Terms and Conditions.

1.3 The headings used in these Terms and Conditions are for convenience only and do not affect their interpretation. Words signifying the singular number will include the plural and vice versa. References to any gender will include all genders. References to persons includes corporations.

2. Quotes

2.1 We will arrange a consultation and will then send you a written Quote detailing the Services to be carried out and the estimated fee.

2.2 Quotes are valid for 30 days unless otherwise stated, and set out our entire scope of works.

2.3 By accepting our Quote (whether verbally or in writing), or placing an order with us, a legally binding Contract will be formed, which will include the acceptance of these Terms and Conditions.

2.4 No terms or conditions stipulated or referred to by you in any form whatsoever will in any way vary or add to these Terms and Conditions unless we agree otherwise in writing.

2.5 Our Quote is based on the information you provide to us at the time we prepare it. This includes where we quote from architectural or other plans. If these are amended, or if any other errors or discrepancies become evident which affect our Quote value, we reserve the right to make adjustments to it.

2.6 Our Quote is based on our Services being carried out during normal working hours (Monday to Friday, 8am – 5pm excluding bank holidays). Works required outside of these hours will incur additional costs.

2.7 We shall endeavour to confirm the price at the date of consultation, however due to the nature of the Materials and suppliers, this may be subject to change. Where the prices for your Materials increase, we shall notify you of such and you will be given a revised Quote. You shall have 14 days to accept the proposed change otherwise we shall have the right to cancel the contract.

3. The Services

3.1 We will ensure that our Services are carried out with reasonable care and skill, in accordance with our accepted Quote and best trade practice.

3.2 When we begin our Services, if we discover that additional works are required due to unforeseen circumstances, we will provide you with a further Quote for the additional works within 7 days. If you do not accept the revised price or any proposed modifications within 14 days of this notification, the Contract between you and us will be cancelled.

You will only be liable to pay for any Services and Materials we provided up to the date of cancellation, except as set out in clauses 6 and 7.

3.3 Any programme we agree is to be treated as an estimate only and unless otherwise agreed in writing, we will have no obligation to complete our Services by a specified date.

3.4 We reserve the right to make minor alterations to the specification of any Materials described in the Quote without consulting you first.

3.5 The responsibility (also known as the "risk") for the Materials remains with us until they have been delivered to the Property, at which point it will pass to you. Once the risk in the Materials has passed to you, you are responsible for storing them safely and for insuring them against their full replacement value. You will only own the Materials once we have received payment in full for our Services in accordance with clause 5.

3.6 Where we have supplied Materials, we may provide a guarantee, which will be limited to the extent of the guarantee provided to us by the manufacturer (if any). This is subject to payment having been received by us in full in accordance with clause 5.

3.7 If you wish to vary the Services in any way, please contact us. We will advise you of any price increase as a result and we will need your written consent before we can proceed. Any price variation will become due for payment in accordance with clause 5.

4. Your Responsibilities

4.1 You are responsible for:

4.1.1 keeping in touch with us as the works progresses;

4.1.2 provide us with full and correct delivery details and ensure the marina is expecting the finished boat;

4.2 If you fail to comply with any of your responsibilities outlined in clause 4.1 above, we cannot be held liable for any delays as a result and we reserve the right to recover any costs incurred by us, such as for storage of Materials.

5. Fees and Payment

5.1 We require payment of 5% of the quoted fee up-front, as a deposit. We will be unable to confirm a start date for the works until the deposit has been paid in full.

5.2 We will issue our final invoice once the Services are complete. However, we reserve the right to invoice by way of staged payments as the works progress and if this is the case, we will notify you of this in our Quote.

5.3 All invoices are payable within 7 days from the date of invoice, without set-off, withholding, retention or deduction.

5.4 All our fees are quoted exclusive of VAT, where applicable, unless otherwise stated. If the rate of VAT changes, we will adjust the amount of VAT that you must pay.

5.5 Delivery charges may apply which will be stipulated in the Quote and is dependant on the location of your preferred marina.

5.6 If payment is not made by the due date, then we will have the right to suspend the Services and charge you interest on the outstanding amount at a rate of 4% per annum above the Bank of England base rate, accruing on a daily basis from the due date until the date of actual payment, both before and after judgment.

6. Cooling Off Period – Consumers Only

6.1 If you are a Consumer, you have a statutory right to a cooling off period. This period begins once the Contract is formed (as detailed in clause 2.3) and ends at the end of 14 calendar days after that date.

6.2 If you wish to cancel the Contract within the cooling off period, you should inform us immediately by post or email to the contact details provided with our Quote. You may use our Model Cancellation Form, but you do not have to.

6.3 You will meet the cancellation deadline as long as you have sent your cancellation notice before the 14 days have expired.

6.4 If you cancel within this period, you will receive a full refund of any amount paid to us under the Contract. Any refunds will be made within 14 days after the day on which we are informed of the cancellation, using the same method used to make the payment, unless you have expressly agreed otherwise. In any case, you will not incur any fees as a result of the refund.

6.5 If the start date for the works falls within the cooling off period, you must make an express request if you wish for the Services to begin within the 14 day cooling off period. By making such a request, you

acknowledge and agree to the following:

6.5.1 If the Services are completed within the 14 day cooling off period, you will lose the right to cancel once the works are completed; and

6.5.2 If you cancel the Contract after the Services have begun, you will be required to pay for the Services and Materials supplied up until the point at which you inform us of your wish to cancel. The amount due will be calculated and refunded or deducted in proportion to the total estimated fee and the actual Services and Materials already provided.

6.6 We will process any refund without undue delay and in any event no later than 14 days after you inform us of your wish to cancel.

7. Cancellation After the Cooling Off Period and for Non-Consumers

7.1 If you are not a Consumer, or if any Consumer cancels the Contract after the expiry of the cooling off period above, we require a minimum of 2 weeks' notice prior to the agreed start date. You will remain liable to pay for any Services that have been carried out and Materials purchased and we also reserve the right to impose reasonable cancellation charges, which will then fall due for payment immediately. Any monies already paid to us will be non-refundable.

7.2 We reserve the right to cancel the Contract if you fail to make any payment to us on time as required under clause 5 or if you otherwise materially breach the Contract. If we cancel the Contract, we will confirm this in writing. If at the cancellation date we have provided Services or purchased Materials that you have not yet paid for, we will invoice you for those sums and you will be required to make payment in accordance with clause 5.

8. Events Outside of Our Control (Force Majeure)

We will not be liable for any failure or delay in performing our obligations where the failure or delay results from any cause that is beyond our reasonable control. Such causes include, but are not limited to: adverse weather, mains power failure, internet service provider failure, industrial action by third parties, riots, civil unrest, fire, flood, storms, earthquakes, acts of terrorism or war, natural disaster, or any other event beyond our reasonable control.

9. Liability

9.1 Subject to this clause 9, we will be responsible for any foreseeable loss or damage that you may suffer as a result of our breach of these Terms and Conditions or as a result of our negligence. Loss or damage is foreseeable if it is an obvious consequence of the breach or negligence or if it is contemplated by you and us when the Contract is entered into. We will not be responsible for any loss or damage that is not foreseeable.

9.2 Nothing in these Terms and Conditions is intended to or will limit or exclude our liability for death or personal injury caused by our negligence or for fraud or fraudulent misrepresentation.

9.3 We will not be liable to you for any loss of profit, loss of business, interruption to business or for any loss of business opportunity.

9.4 We are not responsible for any pre-existing faults in or damage to your Property that we may discover while providing the Services.

9.5 Nothing in these Terms and Conditions is intended to or will limit your legal rights as a Consumer under any consumer protection legislation, where applicable. For more details of your legal rights, please refer to your local Citizens' Advice Bureau or Trading Standards Office.

10. Data Protection

We will only collect, process and hold your personal data in accordance with the provisions and principles of the Data Protection Act 2018 and any amendments to it.

11. Sub-Contracting and Assignment

11.1 We will be free to sub-contract any of our obligations under these Terms and Conditions and the Contract, provided that any and all sub-contractors are reasonably skilled in the relevant practices and provided that no additional charges are passed on to you. We will be responsible for each act and omission of any sub-contractor as if it were an act or omission of our own.

11.2 We may transfer (assign) our obligations and rights under the Contract to a third party (if, for example, we sell our business). If this occurs we will inform you in writing. Your rights under the Contract will not be affected and our obligations under the Contract will be transferred to the third party who will remain bound by them.

11.3 You may not transfer (assign) your obligations and rights under the

Contract without our express written permission, which will not be unreasonably withheld.

12. Notices

12.1 All notices under the Contract are to be in writing, addressed to the most recent address or email address notified to the other Party, and will be deemed duly given if signed by, or on behalf of, a duly authorised representative of the Party giving the notice.

12.2 Notices will be deemed to have been duly given: when delivered, if delivered by courier or other messenger (including registered mail) during normal business hours of the recipient; when sent, if transmitted by email and a successful return receipt is generated; or on the fifth working day following mailing, if mailed by national ordinary mail, postage prepaid.

13. Other Important Terms

13.1 The Contract is between you and us. It is not intended to benefit any other person or third party in any way and no such person or party will be entitled to enforce any provision of the Contract.

13.2 If any provision of these Terms and Conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of the Contract or these Terms and Conditions and the remainder of the provision in question will not be affected.

13.3 No failure or delay by either party in exercising any rights under the Contract means that we or you have waived that right, and no waiver by either party of a breach of any provision of the Contract means that we or you will waive any subsequent breach of the same or any other provision.

13.4 Nothing in the Contract will render or be deemed to render us an employee or agent of yours or you an employee or agent of ours.

14. Complaints

We welcome feedback from our customers and, while we always use all reasonable endeavours to ensure that your experience is a positive one, we nevertheless want to hear from you if you have any cause for complaint. Please make any complaint to us in writing, in the first instance.

15. Applicable Law and Jurisdiction

15.1 These Terms and Conditions and the relationship between you and us (whether contractual or otherwise) will in all respects be subject to and construed in accordance with the laws of England and Wales.

15.2 Any dispute, claim or proceedings between you and us relating to the Contract or these Terms and Conditions (whether contractual or otherwise) will be subject to the jurisdiction of the courts of England and Wales.