

# **Smithwood Narrowboats LTD & Smithwood Joinery LTD, terms of business.**

Any works completed by Smithwood Narrowboats or Smithwood Joinery will be completed in line with the below without exceptions. If you do not agree to the terms then no works will commence,

Once works commence it will be agreed that the terms of business are fully agreed.

## **Payment of works,**

- All Property will remain in the possession of Smithwood until the full upfront agreed stage payment has been paid, once paid the customer owns everything upto and including that stage.
- If payment isn't made within 30 Days of request then Smithwood will sell the property to recover part or all their costs, if the sale does not cover the costs then a further invoice will be produced to cover the remaining.  
If the cost exceeds the amount owed, then any money left over once all brokers have been paid will be repaid to the client. Minus any administration/ storage/ haulage or any other associated costs that Smithwood have had to pay out.
- Any warranty works that are not covered under the warranty will be fully quoted in writing before commencing works.
- deposits are non refundable unless agreed before hand.

## **Agreed costs and time frames/build slots**

- Smithwood offer a kitty system to help keep a boat on budget. a customer can offset any material reductions and put costs towards any extras that may come up. all quotes and kitties are reviewed on the final invoices
- quoted prices. Smithwood makes allowances for materials at the time of quote. If materials show a significant increase before the boat goes into production then Smithwood will hold the right to re-quote the items that have shown a significant increase and pass on to the customer. If this happens the customer will have the right to pull out of the agreement and get paid back any costs they have paid. if special items have been purchased which aren't part of the standard fit out then smithwood can agree to sell on the customers behalf to refund the costs or alternatively sell to the customer to take to another builder.

- a Smithwood fit out takes between 1000 and 1500 hours and we base all prices on this time frame. If a build takes longer than this due to a client's changing specification then extra hours will be charged at our standard labour rate which includes any overheads that may also be affected..
- smithwood are not responsible for any delays to the build process. This includes any plans or costs the customer may have made for a set delivery date.
- smithwoods delivery dates are a guide only. an exact delivery date can only be given once the boat is 100% finished and the final payment has been made.
- if a customer pulls out at any point of the build process once started then costs up to the point of the build the customer will be responsible for. an invoice will be produced and must be paid. legal action will be forced if no payment is made.

## Warranties.

- All warranties will be issued from the date the customer takes ownership or delivery of the vessel.
- Any works carried out that are not covered under any quote/invoice or sales agreement will not be given any warranty or guarantees what so ever. If an item requires a warranty, then a new sales agreement/invoice or quote may be issued.
- Works carried out under a warranty agreement will be covered for a further 3 months or the duration remaining on the main warranty as listed on the original sales agreement. (whichever is greater)
- If works come up after a warranty has ended, then Smithwood may decide to complete works as a gesture of good will. In all these cases no warranty or guarantee will be issued unless the client has contributed towards these repairs to cover all costs.
- Where partial costs have been agreed to be paid no warranty or guarantee will be issued.
- No warranty or guarantee will be issued on painting internally or externally due to the nature of the boat being on water
- Any repairs that may be completed are for the water tightness and not appearance of the repair.
- If a Smithwood complete repair and paint work is touched up, then there is no guarantee that you won't be able to see the repair due to the difference in paint colours or where paint has faded after a duration of time. Smithwood will do everything possible to minimise the issue and follow the manufacturer's instructions to ensure the best possible finish is completed. If the customer requires an invisible repair, then a quote will be issued for the completion of these works which would normally require a full repaint. The full cost of the repairs may be asked for up front before works commence.
- Smithwood does not carry out maintenance and may refuse to carry out works once a warranty has ended.

- Smithwood do and will not give a warranty on any items which supersede that of the manufacturer's own warranty. If a manufacturer does not give warranty, then smith wood cannot carry out works without the agreement of full costs.
- Where a manufacturer accepts liability of a defect the client is responsible for any associated works which include associated labour or material costs if its not part of smithwoods standard options.
- All works carried out under warranty are paid for up front and then claimed back by the client from the manufacture/ private warranty providers unless agreed in writing beforehand
- no warranty is issued on any items that have been completed to a client's drawing or any items that have been chosen by a client that were not offered by smithwood narrowboats as a standard choice. This is because there are so many items out there that haven't been tested in this particular environment that it is not reasonable for smithwood narrowboats to take on this risk.
- any repairs/warranty works it is the customers responsibility to get the vessel back to smithwoods nominated marrina. This is currently Debdale marine. it is the customers responsibility to get the boat back to smithwoods designated marine for ratification works. smithwood will not be held responsible for any transport/ carnage or other costs related to bringing a vessel back.
- if the boat cannot be brought back to the smithwood yard then smithwood have the right to refuse the works and are not responsible for any costs related to the repairs or issue that has occurred. smithwood will not reimburse any one for costs or inconvenience that may be caused.
- If smithwood agree to visit a boat to inspect or repair an issue then the clients are responsible for paying smithwoods standard hourly rate for any time to and from where the vessel is located. This is currently charged at 40 pounds per hour and a reasonable cost for fuel. as it's harder to repair any issue away from the unit then there may be many journeys required to inspect and fix a problem or issue . The clients are responsible for all the extra journeys and time taken .
- if there are any invoices outstanding for more than 30 days with any payments or warranty issues then smith reserves the right to terminate all agreements and warranties that have been previously issued.
- Smithwood reserves the right to put any defects back to it 12 month inspection if required as long as the issue isn't one that stops the vessel being used safely or effectively.

## **Transportation of Boats.**

- it is the Clients responsibility that all items are removed and secured if the boat is to be lifted and/ or moved by Lorry. No responsibility will be taken for items that come loose and any damage that is a result of a loose item.
- In the unlikely event that the boat gets damaged while lifting or transportation then the responsibility would be of the haulage or lifting contractor or their insurance providers and not Smithwood.
- Smithwood will help the client in any recovery of any costs if the unlikely was to occur unless the lift was organised by the client and in which case they are fully responsible in the recovery of their own costs.

## **Works Carried out on a boat while in Smithwood's possession.**

- Smithwood are not and cannot be held responsible for any works or damage caused by a client appointed operative or supplier when works are completed on the Smithwood Site. This includes damage that may be caused to works in progress.
- In all circumstances It is the responsibility for the client to check over and sign off any works as carried out on the item above. This is to include the cleaning up after the operative.
- It is at the discretion of Smithwood to allow others to work on a vessel while in the care of Smithwood narrowboats.

## **Insurance.**

- if the client has previously taken delivery then While the vessel is in the care of Smithwood narrowboats it is important that the client makes sure the vessel is adequately insured.
- While the vessel is under construction smithwood narrowboats are responsible for the vessel

## **Visits and inspections.**

### **unless pre agreed**

- Visits are only allowed on Saturday mornings as the workshop will be made safe for visitors. These visits are by appointment only and will be limited to 1-hour slots.
- While a boat's in build there will be no more than 3 visits in a two-month period unless invited for an inspection of a completed task. This is because we must allow time for other customers to keep the business operational. There may be Saturdays that are closed for the public if we are under pressure to deliver. Each visit takes time away from production so it's important that all customers respect this to ensure their vessel is started and completed on time.

- Our insurance does not allow visitors while workers are working on site.

## Stage Payments.

- Where stage payments are set out it is the client's responsibility to ensure the funds are ready within 5 days of request.
- Where a stage payment has not been made after 5 days of request works will cease on the craft and extra charges will apply for loss of earnings/ storage and other associated works.
- A stage payment can not be held off if the client is not happy with the quality of the stage being offered up as long as there is another payment still to be made,
- no reasonable request for this payment should be ignored or delayed.
- Final payment should be made 24 hours before collection and the boat/ vessel will not be released until final payment has been made.
- There will be no refunds on any payments or deposits unless agreed by smithwood narrowboats

## Quality of work.

Smithwood pride themselves on delivering a high-quality product and will have the final say regarding all quality issues.

This is because all snagging is a personal preference issue and we must remember that all works that are completed are made by hand and not in a controlled machined environment.

Smithwood quotes all prices based on smithwoods standards and not that of an individual and therefore does not accept any snagging lists of customers at any stage. smithwoods say is final on all quality issues no matter how they arrive.

However, smithwood will take into account if any issues raised fall into the following areas.

1. If you can see an issue in natural day light from 3 meters or more externally or 2 meters or more internally as long as the following criteria is met.
2. It is not in direct sunlight or has artificial light reflecting on to it
3. You can see the issue from the distance as above standing at 90 degrees to the issue in hand
4. The issue isn't related to shrinkage/ condensation or other water related problems faced on a boat/ vessel due to the environment it lives in.
5. The item is not fitted as per the manufacturer's instructions unless a client has been pre warned or notified ( verbally or in writing)that the item does not comply.
6. The item that is in debate falls outside the manufacturer tolerances unless as above the client has been pre notified.
7. The item can be seen with all the above taken into account and on first glance

# Windows/doors /vents and other openings

- Windows/doors/vents and openings are designed to be weather proof and not water tight.
- We cannot be responsible for leaks created on the following.
  1. While washing the boat.
  2. In adverse weather (wet weather with high winds/driving rain/ snow/ frost)
  3. Water sprayed by hose or via a large splash.
  4. From any form of condensation
  5. Perished seals.
- A boat is designed to have adequate ventilation and part of this ventilation comes from hatches/doors vents and windows. Its important that you don't block any of these items and you don't add seals in a doors/windows that might bring the ventilation below the necessary requirements. Calculations are done as the boat is in build to ensure the safety for everyone on the craft,
- Windows /vents and doors must be wiped daily to avoid damage from moisture ingress.

## Use of vessel

- care must be taken while using the boat and the boat is operated in an uncontrolled environment. with this in mind smithwood are not responsible for any accidents that may happen while on or operating the vessel in any circumstances or however caused.. its is the owners responsibility to ensure they are adequately insured to cover any issues
- On any boat there are many items that have been made and built that don't undergo any safety checks like you would find in a car. With this in mind its is the owners responsibility to ensure regular checks are made to the vessel to ensure everything is safe and working correctly. Smithwood are not responsible for any damage including fire, gas. electric related issues or injury that may be caused once the boat has left our premises. it is the responsibility of the owner to ensure their insurance is adequate to cover any risks. this doesn't affect the customers rights they may have with items fitted within the vessel which may fall under a specific manufactures liabilities.
- when the boat leaves the boat is checked over to ensure any electrical/gas/flue and fuel fittings are safe and secure. As the boat is a moving item that undergoes many changing conditions, customers should do regular checks to ensure all parts are safe and fitted correctly and gas/flue of flues are not leaking any dangerous gases/fumes etc.

as Smithwood can't control these elements our responsibility for the crafts safety in all aspects is transferred to the owner who takes possession and ownership of the boat.

owners must make sure their insurance is adequate to cover any issues/ damage that may arise to property or uses/visitors to the vessel however arisen.

## **Disputes**

Any disputes must be made in writing within 48 hours of issue to 57 Main street. Stretton under Fosse. Rugby Cv23 Ope ,

When a letter is sent the client must notify Smithwood of the pending letter via phone and email to ensure the dispute has been received.

Smithwood has the final say on all disputes however arisen.

## **Advice/Care on items to avoid warranty disputes.**

- Advice on products will only be issued if we have in writing that advice from the manufacturers.
- On request the manufacturer's details for each item can be issued to the client so the client can seek the correct advice. It is important that you only follow advice that is written down by the manufacturer in black and white. This is to ensure your warranty is not affected.
- Maintenance is carried out as outlined in the manufacturer's guidance and by a Qualified/ trained person
- All doors and windows must be opened daily and any build up moisture must be wiped away to avoid damage to the surrounding timber.
- All areas around vents/windows and doors should have all condensation wiped as it builds up.
- A boat is designed to be used and the windows/vents/doors all are designed to allow air to circulate throughout the boat. When boats are left for long durations or attended then extra damage is caused so extra precautions must be made. There are many items on the market to help eliminate the issues of standing boats.

- all external joinery must be wiped free from moisture on a daily basis if the client is to leave the vessel for any joration where moisture can't be whipped of each day then the customer must take extra precautions to ensure their external timber is protected. This may mean covers or alternative paints/treatments to the timber may need to be provided by the customer. Smithwood cant and do not apply any product that guarantees this protection
- To ensure the inside does not go damp then heat or another source of moisture control must be introduced regularly to avoid excessive timber movement. Especially over the winter months where the air is damp.
- Using the correct products for cleaning are just as important as engine maintenance as all materials that are used have restrictions to what you can or can't use them on.
- If in doubt, please consult the manufacture of the product you intend to clean/seal/polish or anything else. Again, get I in writing to avoid a future debate.
- Ensure you know your boat and all items that need looking after, you will be surprised how many items need care. Most electrical items have their own set of instructions along with heating and engines however other items need care which you might not think about, we've listed a few items like, flues, log burners, tiles, wood, paint, gearboxes, worktops. Internal paint finishes, external paint finishes, external benches /rails or perches/windows/ doors/vents/ chrome items/decking/taps/ toilets/tanks/cylinders / finishing inside the boat just to name a few.

Smithwood has the right to review/amend or change our terms of business at any time. This includes half way through a build process.