

J G Marine Services

Terms and conditions of Survey

A Hull condition survey provides an opinion on the structural condition of all visible and significant aspects of the hull as presented for survey, with particular reference to hull condition, freeboards and insurance risk.

Hull condition is assessed by non-destructive testing and by assessment of the condition of sample areas where coatings are removed.

Where hulls carry heavy layers of coatings or remain unwashed then the condition of these areas cannot be guaranteed and condition can only be estimated on the basis of evidence gleaned from sample areas scraped clean.

A pre-purchase or full condition survey provides an opinion on the structural condition of all visible and significant aspects of the vessel as presented for survey.

Any estimation of value provided is based on known average retail values achieved by craft of a similar type and condition at the time.

Particulars such as registration numbers, build year, tank capacities etc are normally stated as advised or as exhibited onboard the vessel and are not authenticated.

Any measurements quoted are nominal and should not be relied upon as to total accuracy.

This survey does not seek to establish that clear title to the vessel exists or that it is offered for sale free from any debt or encumbrances.

Any comments made relative to the design, performance or suitability of the vessel is based on the assumption that it will be used for its intended purpose in the waters for which it was designed.

Boat safety scheme compliance is checked using the 2013 Examiner checking procedures.

This survey report is a factual report on the inspection carried out, and the opinions expressed are given in good faith as to the condition of the vessel at the time of the inspection.

The survey inspection will not address compliance with any national or international codes, standards or regulations for private or commercial vessels. The subsequent report produced is for the sole benefit of the named instructing client and Justin Green accepts no responsibility to any third party that may wish to rely on the report for any purpose.

Limitations:

Machinery, ancillary equipment, gas, electrical, electronic, pumping and plumbing equipment are inspected only for visual and installation standards without dismantling. If presented in commission and with permission to do so, they will be function tested to assess general condition, with the exception of any items or appliances excluded below.

Engine and generator installations are inspected only for visual and installation standards without dismantling. If presented in commission and with permission to do so, they will be function tested to assess general running condition. No dismantling of engine or associated equipment is carried out within the scope of a condition survey.

Where visible and accessible tanks are inspected externally only. Tanks are only internally inspected when specifically requested and where possible and this may incur extra costs. Tanks are not pressure or fill tested, their capacities are not measured and their contents are not tested unless specifically requested and where possible. Contents testing may incur extra costs.

Windows, ports, hatches and external doors are not tested for water tightness or tightness.

Hull fastenings and skin fittings are not withdrawn for inspection.

Parts of the vessel, which are covered, unexposed or inaccessible, may not be inspected.

If further investigation of such areas is thought to be required then this will be quoted in the report.

Refrigeration, clothes washing and drying equipment is not inspected.

Electrical appliances are not inspected or tested.

Battery electrolyte levels are inspected (where possible) but, batteries are not tested.

Wiring circuits both AC and DC are not tested unless specifically requested and where possible. Testing may incur extra costs.

Inventories are not checked unless specifically requested and where possible. Checking may incur extra costs and a inventory schedule would be required.

No form of dye, or ultrasonic testing, will be undertaken on the weld seams of the hull/shell. Weld seams will not be examined in their entirety; only sample areas will be examined.

As the vessel is not taken for a trial run, no comments can be made as to the handling or stability.

Stern gear is not withdrawn or dismantled for inspection unless specifically requested and where possible.

I imply no guarantee, no safeguard against latent defects, subsequent defects, or defects not discovered at the time of the inspection, in areas of the vessel, which were covered, unexposed, or not accessible.

1. Definitions

“Surveyor” is the Surveyor trading under these conditions.

“Client” is the party at whose request or on whose behalf the Surveyor undertakes surveying services.

“Report” means any report or statement supplied by the Surveyor in connection with instructions received from the Client.

“Disbursements” means the cost of all reasonable photography, reproduction of drawings, diagrams, sketches and printing, duplicating and, where applicable, electronic transmission fees, and all reasonable and appropriate expenses including travel, refreshments and hotel accommodation where an overnight stay is necessary.

"Fees" means the fees charged by the Surveyor to the Client and including any value added tax where applicable and any Disbursements

2. Scope

The Surveyor shall provide its services solely in accordance with these terms and conditions.

3. Work

The Client will set out in writing the services which it requires the Surveyor to provide. The Surveyor will perform these services in line with the Client's instructions.

Once the Surveyor and the Client have agreed what services are to be performed any subsequent changes or additions must be agreed by both parties in writing.

4. Payment Terms

The Client shall pay the Surveyor's Fees punctually, with the deposit to be paid upon signing of this contract and the balance to be paid before the day of survey. The survey inspection will not commence without full payment having been received.

5. Obligations and Responsibilities

(a) Client

The Client undertakes to ensure that full instructions are given to the Surveyor and are provided in sufficient time to enable the required services to be performed effectively and efficiently and to procure all necessary access for the Surveyor to goods, premises, vessels, installations and transport and to ensure that all appropriate safety measures are taken to provide safe and secure working conditions.

The client is responsible for obtaining permissions from either the boat owner or their representative for the surveyor to operate or function test any Machinery, ancillary equipment, gas, electrical, electronic, pumping or plumbing equipment that is required to be inspected for the survey. The surveyor shall not be liable for loss of or damage to these items.

The Surveyor shall not be liable for the consequences of late, incomplete, inadequate, inaccurate or ambiguous instructions.

(b) Surveyor

The Surveyor shall use reasonable care and skill in the performance of the services in accordance with sound marine surveying practice.

(c) Reporting

The Surveyor shall submit a final written Report to the Client following completion of the agreed services describing the Surveyor's findings and the condition and/or quality of the object and/or purpose of the assignment, unless otherwise expressly instructed by the Client not to do so. The report to be delivered to the client within 7 to 10 days from the day after the inspection takes place.

(d) Confidentiality

The Surveyor undertakes not to disclose any information provided in confidence by the Client to any third party and will not permit access to such information by any third party unless the Client expressly grants permission save where required to do so by an order of a competent court of law.

(e) Property

The right of ownership in respect of all original work created by the Justin Green remains the property of the Justin Green.

The report is for the sole use of the Instructing client and no legal liability shall pass to any other person or future owner.

(f) Conflict of Interest/Qualification

The Surveyor shall promptly notify the Client of any matter including conflict of interest or lack of suitable qualifications and experience, which would render it undesirable for the Surveyor to continue their involvement with the appointment. The Client shall be responsible for payment of the Surveyor's Fees up to the date of notification.

6. Liability

(a) Without prejudice to Clause 7, the Surveyor shall be under no liability whatsoever to the Client for any loss, damage, delay or expense of whatsoever nature, whether direct or indirect and howsoever arising **UNLESS** same is proved to have resulted solely from the negligence, gross negligence or wilful default of the Surveyor or any of their employees or agents or sub-contractors ,

(b) In the event that the Client proves that the loss, damage, delay or expense was caused by the negligence, gross negligence or wilful default of the Surveyor aforesaid, then, save where loss, damage, delay or expense has resulted from the Surveyor's personal act or omission committed with the intent to cause same or recklessly and with knowledge that such loss, damage, delay or expense would probably result, the Surveyor's liability for each incident or series of incidents giving rise to a claim or claims shall never exceed a sum calculated on the basis of ten times the Surveyor's charges or £125,000 whichever is the greater.

The Surveyor shall not be liable for loss of or damage to equipment and other items placed at their disposal by or on behalf of the Client however such loss or damage occurs.

7. Indemnity

Except to the extent and solely for the amount therein set out that the Surveyor would be liable under Clause 6, the Client hereby undertakes to keep the Surveyor and its employees, agents and sub-contractors indemnified and to hold them harmless against all actions, proceedings, claims, demands or liabilities whatsoever or howsoever arising which may be brought against them or incurred or suffered by them, and against and in respect of all costs, loss, damages and expenses (including legal costs and expenses on a full indemnity basis) which the Surveyor may suffer or incur (either directly or indirectly) in the course of the services under these Conditions.

8. Force Majeure

Neither the Surveyor nor the Client shall, except as otherwise provided in these Conditions, be responsible for any loss, damage, delay or failure in performance hereunder arising or resulting from act of God, act of war, seizure under legal process, quarantine restrictions, strikes, boycotts, lockouts, riots, civil commotions and arrest or restraint of princes, rulers or people.

9. Insurance

The Surveyor shall effect and maintain, at no cost to the Client, Professional Liability Insurance for such loss and damage for which the Surveyor may be held liable to the Client under these terms and conditions.

10. Surveyor's Right to Sub-contract

The Surveyor shall have the right to sub-contract any of the services provided under the Conditions, subject to the Client's right to object on reasonable grounds. In the event of such a sub-contract the Surveyor shall remain fully liable for the due performance of its obligations under these Conditions.

11. Time Bar

Any claims against the Surveyor by the Client shall be deemed to be waived and absolutely time barred upon the expiry of one year from the submission date of the Report to the Client.

12. Jurisdiction and Law

These Conditions shall be governed by and construed in accordance with the laws of England and Wales and any dispute shall be subject to the exclusive jurisdiction of the English Courts.