



## The International Institute of Marine Surveying

[www.iims.org.uk](http://www.iims.org.uk)

**STANDARD TERMS & CONDITIONS**  
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### **SURVEY**

A condition survey provides an opinion on the structural condition of all visible and significant aspects of the structure of the vessel as presented for survey, with particular emphasis on the condition of the hull.

Machinery, masts, spars, rigging and sails, ancillary equipment, gas, electrical, electronic, pumping and plumbing equipment, sewage treatment, refrigeration equipment, air conditioning, navigational aids, other sundry services and tanks are inspected only for visual appearance and installation standards, without dismantling or specific test. Where a mast is stepped only those parts of the mast and rig up to head height are inspected in detail, unless specifically contracted to undertake a full rig survey.

Hull condition is assessed by general non-destructive examination and by assessment of the condition of sample areas where coatings are removed. When hulls carry heavy layers of paint, pitch or epoxy finishes the condition of all areas of the substrate cannot be guaranteed and condition can only be estimated on the basis of the evidence gleaned from the sample areas scraped clean. The survey does not provide an opinion on areas not presented visible, for example behind linings, beneath fixed flooring etc. unless these are accessible through visible traps and should not be taken to preclude completely the existence of isolated damage or deterioration concealed by paints, fillers or other means.

The engine and generator installations are inspected visually, and (where possible if presented in commission, the engine is run up to assess its general running characteristics, vibration levels etc... No dismantling of the engine or associated equipment is carried out within the scope of the condition survey and no detailed comment upon the condition of internal parts is possible without a separate full strip down and mechanical survey.

Electrical, plumbing, heating and other services are inspected where visible but not operated unless presented in commission. Electrical wiring is inspected visually only in all cases.

The bottled gas installation is inspected visually only and pressure tests are not undertaken within the scope of this survey. All gas systems should be regularly tested as part of a normal preventive maintenance routine.

Tanks are inspected where visible but not internally, and are not pressure tested. Windows' hatches and external doors are not tested for water tightness. Hull fastenings and skin fittings are not withdrawn for inspection unless separately commissioned to undertake this work.

Any estimate of valuation provided is based on known average retail values achieved by craft of similar type and condition in the same location and should not be confused with the replacement value, which may be substantially higher, particularly in the case of rare or unusual boats.

Particulars such as registration numbers, tonnage, build year and dimensions are normally stated as advised or as exhibited aboard the ship, and are not authenticated unless separately commissioned to undertake this work.

Dimensions, if checked, are measured by means of steel and other measures and should not be relied upon as to total accuracy. This survey does not seek to establish the clear title to a vessel or that it is being offered for sale free from all debts and encumbrances.

Unless specifically instructed to the contrary the inspection, and any comments made relative to design, performance or suitability of the vessel, are based on the assumption that the vessel will be used as a private pleasure boat in the

waters for which it was designed. Unless specifically stated to the contrary this inspection and report does not seek to address compliance with any international or national codes, standards or regulations.

This report is prepared solely for the benefit of the client to whom it is addressed and by whom it was commissioned and no responsibility whatsoever is accepted to any third party to whom the report may be passed or sold. This survey contract shall be governed by and construed in accordance with English law. Any dispute arising hereunder shall be submitted to the exclusive jurisdiction of the Courts of England and Wales. No responsibility is accepted for any consequential losses arising, including but not limited to loss of profits, loss of use or business interruption.

## **GENERAL**

### **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 includes 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 they require the Surveyor to provide. The Surveyor will confirm in writing that he accepts these instructions, or alternatively what services he will perform in connection 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 Fees prior to release of the Survey report. Any delay in payment shall entitle the Surveyor to interest at 4% above the Base Lending Rate of HSBC Bank Plc prevailing at the time of default.

### **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 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.

#### **(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 Surveyor remains the property of the Surveyor.

**(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 his involvement with the appointment. The Client shall be responsible for payment of the Surveyor 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 willful default of the Surveyor or any of its 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 willful 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/Consultant's charges or £20,000 whichever is the greater. The Surveyor shall not be liable for loss of or damage to equipment and other items placed at its 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 providing full coverage for such loss and damage for which the Surveyor may be held liable to the Client

**10. Surveyor's/Consultant'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 English law and any dispute shall be subject to the exclusive jurisdiction of the Courts of England and Wales.