

## Aft to Bow marine surveys: Basic terms and conditions

Client: person or persons at whose request the Company is to undertake the survey.  
The Company shall be called Aft to Bow, us or the surveyor.

The Agreement: The agreement between Aft to Bow marine surveys and the client constituted by the attached survey contract received via post, email or by hand and incorporating, among other things these terms and conditions.

Data protection: The information collected within the report is the intellectual property of Aft to Bow, The document will contain confidential information that is legally privileged and is attended for the addressee only, all information contained herein is covered by the EU Data Protection Directive (95/94/EC)

“survey” and “survey report”: means a document provided by the surveyor in his own form to the client in connection with the services completed and the subject matter of this agreement.

Survey Fee: An agreed amount between surveyor and client for services, not including out of pocket expenses.

**This agreement is made subject to the following terms:**

1.0 The report is prepared solely for the client named on the survey contract and to no other third party or future owner of the vessel. The copyright of the report remains with the surveyor and should not be copied in whole or part without the written consent of said surveyor.

2.0 The condition survey and its purpose is to provide an opinion on the structural and general condition of the vessel and understood that it is representative of the vessel's condition at the time of the survey only.

2.1 All valuation work undertaken shall be in accordance with the scope of work unless otherwise stated in writing, valuations are based solely on opinions only and are not guaranteed, valuations assume a willing seller and a willing buyer along with market conditions applicable at the time of valuation.

3.0 Neither party shall transfer or assign its rights or obligations under this agreement without the written consent of the other party.

4.0 If the Company considers it more efficient or convenient to procure advice, assistance or services from other persons, may in its discretion delegate performance of one or more of its obligations under this agreement.

5.0 Fees and payments: The fees agreed and written on the survey contract become due and payable upon receiving an invoice and before the release of the report. Payments not received seven days after the invoice date will be subject to added interest at a rate of 4% above Barclays base rate.

5.1 Cancellation fees: If the client cancels the survey for any reason after the contract has been agreed, 25% of the survey fee will still be charged; if the client was to cancel within three days of the survey, 50% of the survey fee will be charged, any cancellation less than 24 hours before the agreed date will be the full 100% of the survey fee, It is to be assumed that the survey is to start 8 am on the agreed date.

6.0 Liability and indemnity: Aft to Bow shall perform the agreement with reasonable care, skill and diligence in accordance with normal industry standards. Our liability shall expire 12 months after completion of services; under no circumstances shall our liability exceed at the time of the survey the market value of the vessel. The client agrees all services and reports are produced solely for the named client only. There will be no liability of any nature held towards any other party. Aft to Bow gives no guarantee regarding charges, debts, ownership or title, mortgages, encumbrances, or vessel stability, performance or design.

## 7.0 Scope of work:

Upon receiving instruction by way of a signed copy of the survey contract in the form of a letter, email, or acceptance of the contract via text, stating the nature of the survey and its purpose.

7.1 Only items and equipment discussed within the report are covered.

7.2 The survey is not a part and labour guarantee.

8.0 As surveyors, we visually inspect engines, gearbox installations. During our inspections; if possible, will run the engine to assess general characteristics and vibration etc, there will be no dismantling of the engine or associated equipment carried out within the scope of the condition survey, so no comment can or will be given as to internal or specific components unless listed within the report. It should be appreciated that some parts may appear serviceable but found defective when running under load or for a prolonged period.

8.1 Water tanks and plumbing where accessible are inspected visually; there will not be a pressure test or a contamination test.

8.2 Machinery installations, hydraulic systems auxiliary and ancillary equipment, and other services, electronic, pumping and plumbing, gas, safety equipment, fuel systems, steering systems, and other sundries items inspected visually only. The 12 and 240volt electrical systems will not be examined in detail, only switch tested (if power supply available).

8.3 None of these items will be dismantled, nor specific tests carried out unless listed within the report.

8.4 We will not inspected woodwork or any other parts of the structure which are inaccessible, covered, unexposed, therefore we are unable to report that any part of the structure is free from defect.

8.5 Lockers, compartments and areas of the vessel containing or obstructed by galley equipment, victuals, clothing, personal effects, paint containers, tools, gas cylinders, anchor, chain/ ropes and any other loose or miscellaneous items will not be inspected. It is recommended that any such items be removed prior to inspection, and any hatches that are fixed by means of bolts or screws released prior to inspection.

8.6 There will be no liability whatsoever accepted for any damages, injury, or death arising from parts of the vessel to which access could not be gained at the time of inspection.

8.7 If this report does not discuss a piece of specific equipment, machinery or item, it is not covered by this report.

8.8 If the owner or purchaser is present during the inspection, this may cause the surveyor to miss essential items if distracted, so cannot be held responsible for mistakes or omissions in these circumstances.

8.9 The vessel will not be inspected with any intention to ascertain whether the vessel will comply with any Authority under whose jurisdiction the vessel may operate.

9.0 Every effort will be made to inspect external and internal steelwork of lockers, decks, and drains, but due to time restrictions placed upon the surveyor and difficult access, some parts cannot be guaranteed free from defect.

9.1 Windows, hatches, portlights and external doors will not be tested for water tightness.

9.2 Skin fittings and associated seacocks/valves are not tested or dismantled.

9.3 Ultrasonic measurements will be taken above the waterline, on the waterline midway between the waterline and the base of the craft and as close to the chine as possible @ 1-meter intervals along the hull. The size of the ultrasonic probe is 13 mm in diameter, so we can only verify that the steel thickness

was acceptable at the point where the measurement is taken. If a low reading is taken at a point, further readings will be taken to obtain a better idea of plate thickness. However, it is unlikely that localised pitting would be found by this method. It must be noted that if the external sections are covered with paint, corrosion, bitumen and/or marine growth, to complete the examination areas will need to be scraped for inspection purposes.

10. The recommendations within this report are limited to those that are in the opinion of the surveyor, that is reasonably necessary and appropriate, based upon the conditions and circumstances as they existed at the time of the survey. This survey makes no representation or describes any condition which may have changed since the date of the survey.

10.1 Information that is included within the report may be gathered from various sources, such as brokers/owners, details of the sale, engine manuals, Manufactures manuals, boat safety scheme documentation, and other third parties is neither confirmed nor guaranteed.

10.2 If applicable the measurements for the length, beam and draught are approx, as accurate measurements may not be taken due to restrictions placed on the surveyor in the dock, slipway, or due to adverse weather conditions. If a measurement cannot be taken, we reserve the right to obtain the data from manufactures manuals, boat safety scheme documentation or other third parties.

11. This agreement shall be construed in accordance with English law. All disputes arising out of or in connection with this agreement shall be submitted to the exclusive jurisdiction of the courts of England and Wales.