



21<sup>st</sup> June 2012

***CONDITION INSPECTION SURVEY***

***Snowgoose 37***

***“Catalyst”***

***Report by***

***Ben Sutcliffe-Davies AssocIIMS***

This is to certify that the undersigned carried out a survey on the above vessel for Dave Williams of 11 Victoria Rd, Gowerton, Swansea. The craft was located at Towy Boat club near Carmarthen, for the purpose of reporting on the vessels condition subject to the limitations below.

The survey is carried out as per our terms and conditions that are enclosed at the end of my report and can also be obtained from our website [www.bensutcliffmarine.co.uk](http://www.bensutcliffmarine.co.uk) on the understanding that I am only legally liable to the client who commissioned my employ only and not to any subsequent holder of the said report. Such liability must be constructed as a contract under British law and jurisdiction and any dispute arising hereunder shall be submitted to the exclusive jurisdiction of the courts of England and Wales.

**CONDITIONS/FACTORS LIMITING SURVEY**

The reason for the survey was to revisit the craft after my initial survey was carried out in September 2010 when I carried out a full structural and mechanical evaluation of the vessel along with an estimation of the value for the owner at its current position of refit at that time. This report should be read in conjunction with the original report if possible.

The craft since my first visit has had an extensive refit. The owner still plans to take the craft to Greece within the next two years. The Craft was in a mud berth for my inspection at the Towy Boat Club pontoon. None of the crafts parts were mechanically dismantled. No liability whatsoever is accepted for any injury, death or damages arising from those parts of the vessel to which access could not be gained at the time of the survey and on Thursday 21<sup>st</sup> June 2012 the strength of which I am unable to comment. This survey is not undertaken with any intention to ascertain that the vessel would comply with any rule or code of practice as may be required by any authority under whose jurisdiction the vessel may be operated. Matters of design were not considered to be part of the brief.

## Definition of terms & ratings.

1. The use of the words “unable to inspect” indicates that a very close inspection of that component/system/area was not possible due to constraints imposed upon the surveyor (e.g. no power available, inability to remove panels).
2. The use of the word *serviceable/adequate* indicates that particular system, component or item is sufficient for a specific requirement.
3. The use of the word *good condition* indicates that the component /system is nearly new with only minor cosmetic or structural discrepancies noted.
4. The use of the word *fair* indicates that the component/system is functional as is with minor repairs and should be monitored often to see if its condition further deteriorates.
5. The use of the word *poor* indicates that the component/system is unsuitable as is and will need to be replaced or repaired for it to be considered functional.
6. *Readily accessible* means capable of being reached for operation, inspection or maintenance without removal of any craft structure or use of any tools or removal of any item.
7. Wording in ***Italic bold is a recommendation that should be attended to.*** Wording in just *Italics* is a suggestion to help maintain the craft.

## VESSEL PARTICULARS

***Snowgoose 37***

***“Catalyst”***

Designer; Prout.

### **Principle Dimensions.**

Details from internet information

<b>Length O.A.</b>	11.20m	<b>Beam</b>	4.65m
<b>Built</b>	C1979	<b>Draft</b>	0.90m
<b>Disp.</b>	C4995kg	<b>Builder</b>	Prout Boats. For home completion.
<b>Rig</b>	Sloop	<b>Engine</b>	Yanmar 3YM30 inboard with leg Drive. Serial Number E13041



**Craft at time of reinspection.**

## General Craft Inspection

1. **Overview;** At the commencement of survey “Catalyst” was moored alongside the Towy Boat club pontoon that dries a few hours either side of high water. I was not able to undertake a full under water external hull inspection in this berth but the underwater hull areas had been stripped and the copper coat protection system applied. The mast was stepped and all the rigging was in place. The Hull was built by well know yacht builders Prout and very likely home completed. She is built to a good specification with the hull well constructed.
  
2. **The Hull Externally.** The crafts top sides are finished in a deep brown Gelcoat. At last inspection these were very faded, the owners have fully restored her finish by compounding and polishing to a good standard. Polish has been rubbed into the localised small pin pricks found at time of last inspection. The underwater areas where inspected have clear evidence of the antifouling having been stripped since my last visit and the new copper coat protection system having been applied. The hull is produced in Glass Reinforced Plastic (GRP) using polyester resin with a good quality layup using predominantly Chop Strand matt. The hull is stiffened throughout by using good quality marine plywood for the fit out of the internal bunk frames and bulkheads. There are lateral plywood stiffeners and further hull pads and stiffeners glassed in to produce a well supported hull throughout.
  - 2.1 The bulkheads are mostly 18 and 12mm marine plywood and suitably fitted. The craft has undergone a large refit with light oak veneer and framing used throughout. The inner hull moulding has some limited areas for access to the main hull moulding. This was in the forward Port bow section that is used for the crafts holding tank. There was one small area of rebonding required on the top of the holding tank framework outstanding. *Rebond the small area above the holding tank to Port.*
  - 2.2 The topsides are now considered in good condition for a craft over thirty years old. As noted they have been cut back with wet and dry abrasive paper, then compounded and finally polished to a very good finish. There was no stress crazing found to either of the hulls especially in areas where the hulls turn to deck span. There was no evidence of any major hull repair work carried out.
  - 2.3 The antifouling system is new and the brand known as Copper Coat. It has been applied in the method recommended by the manufactures.

**2.4 Skin Fittings.** The craft has had all under water skin fittings replaced with new CE marked Marelon valves. All are suitably fitted and have two clamps per hose tail. All valves operated smoothly. The manufactures warrantee seals were all in place. There are two for the heads area to Port Forward, and one within the Starboard hull aft for the engine intake. The gas bottle locker is fitted within the bow moulding aft of the anchor well, it has a through hull fitting to give venting to the area directly to sea. It is well above the water line. The craft has separate manual bilge pumps per hull and discharge over 500mm above the crafts waterline. Swan necks have been suitably created to prevent back flow. Within the port hull and over 500mm above the water line is a redundant skin fitting that is blanked off with a bung and a clamp fitted. It was for an old bilge pump that has been removed. This will need a more permanent means of blanking off if the fitting is not going to be recommissioned in the future. *If the fitting is not to be used correctly blank off.*

**3.1** At the last survey when the craft was out of the water the moisture meter readings were very low. The craft has only just been relaunched and with the new epoxy and copper coat protection applied there was no reason for the underwater areas to be reassessed at the time of survey.

**4.1 Rudders.** These have since last survey been attended to with improvements made as recommended in my previous report. The helm is in good condition with a hydraulic system fitted.

**5.1 Deck Mouldings.** The Deck moulding is also built of GRP which I believe again to be of polyester resin and gel coat system with a normal Chop strand matt layup. The gel coat is in a light to mid yellow with non slip areas moulded into the deck. The top moulding is bonded to the main hull, and glassed together with a hull flange that has a heavy Rubber “D” section gunwhale secured over it with S/S bolts at about 450mm intervals to obscure the join.

**5.2** On the main deck area forward are two hatches, one for anchor and ground tackle storage and the other hatch is used as a gas locker and general stowage for fenders etc. Both hatches now have a suitable method of being locked. The plywood bulkhead fitted between each of these areas has now been replaced and correctly bonded in.

Ref 2.4



New fitted Marelon valves.



Blanked off fitting will require removal if not commissioned.

**5.3 Rubbing strake/Gunwhale.** The craft has had a new set of rubbing strakes fitted. These are a one piece rubber “D” section and is well fitted and secure. The reinstatement has addressed all issues noted in the previous report.

**5.4 Toe rail** This is within the deck moulding and is suitable. There are stanchion based bolted to the area and suitably fitted.

**6.1 Deck and cockpit areas.** The cockpit deck areas are finished in the same mid yellow gelcoat. She also has a new GRP cockpit wheel house cover fitted. It is to a good standard of production and is cleanly finished. There are new clear PVC panels fitted to the front and sides that are removable. There were good quality Stainless steel supports fitted. To the roof area there good quality solar panels fitted. The cockpit sump has had a new good quality non slip fitted grating. The cockpit sole moulding is in GRP with some non slip moulded surfaces.

**6.2** On the saloon coach roof the mast is stepped onto a deck shoe. There are no signs of movement on the deck or below in the cabin area where the loading is through a new fitted compression post of oak that is suitably housed. The deck mouldings provide positions for grab rails, these at time of survey have not been fitted. *I suggest fitting grab rails to the saloon moulding.*

**6.3** The cockpit area is well designed and self draining through the sump area. The engine installation is aft of the sump and in a much improve housing with new stainless steel engine beds fitted.

**6.4 Deck locker.** The deck locker forward has stowage for two gas bottles and general equipment. The hatch has been repaired and is now firm to stand on.

**6.5 Anchor locker** Fitted within the bow moulding area is a suitable space created for stowage of the crafts two anchors. It has drainage. The cover has been repaired and is now firm to stand on.

**6.6 Guard Rails/Stanchions.** Each of the stanchions support the guard wires, they are fitted to sockets that are bolted through the deck. They have all been recently resecured. The deck is in good condition around the bases. It is quite common on many of these craft where the support pads are not big enough and flexing would be found at the bases. The guard wires have recently been replaced. The aft Port lock nut was missing. *Replace missing lock nut.*

**6.7** The pulpit and push pits are both in good condition and suitably fastened. The main deck cleats are substantial brushed alloy and suitably bolted through the deck. They are all considered secure and show no signs of wear or movement. *Monitor fastenings.*

**6.8** On the combing side decks are blocks fitted for the Genoa. The craft also has a pair of Gibb genoa winches fitted. They are in good order and correctly fitted. All secure and in working order.

**6.9** The crafts windows were in good order with no cracks or splits to the tinted 6mm Polycarbonate that has been used. All have been recently removed and rebbed.

**7.1 Internal hull inspection** The general condition of the internals of “Catalyst” have been reinstated to a high standard of fit out using 18mm and 12mm oak faced ply. The sole boards use a Teak faced ply with an ash inlay and are to a good specification. I was able to lift some of the sole board inspection covers. I was able to see the crafts bilges. The bilge areas that I visually inspected were on the whole clean and dry. The rest of the internals were covered by the new internal joinery and linings that creates space and clean areas. The galley frame work and navigation station were no reinstated to a good standard of fit out. The saloon areas now have very good quality sofa area with new leather bunk cushions fitted. I was not able to see any labels to denote fire resistance.



New fitted saloon.

**7.2** The new bulkheads and frames are all glassed in very neatly to the hull and show no signs of movement or water ingress. The Port Bow section has been reinstated as a heads with shower facilities and was finished to a good standard, there is access to the bulkhead that I believe has caused the external gelcoat concerns in my last report and it is likely it is tightly secured causing the vertical gelcoat crazing. Very forward within the Port bow void is the holding tank and there is a small amount of framing that still requires rebonding to the hull prior to completion. *Monitor external gelcoat in the bulkhead vicinity and rebond the small area of bulkhead left to finish.*

**7.3** The joinery within both aft Port and Starboard cabins is currently being refitted, the main frames to the aft Port cabin have been completed and the new battery boxes finished. There is a new power board fitted within the cabin with shore power supply complete. The frame work and steps to the forward berth arrangement within the saloon has also been virtually completed to a high standard of reinstatement.

## 7.5 Port & Starboard and baby stay chain plate

**installations internal inspection.** From my previous report the craft has had a new set of upgraded 10mm stainless steel chain plates suitably fitted. All are through bolted and correctly bedded with no evidence of any leaks into the accommodation.

**8.1 Installed Systems. Fresh water** The craft has had a complete new water system fitted with new water tanks fitted within the bilges. There are several feeds with a set of valves forward within the Starboard hull. The new galley is located within the midships Starboard hull. There is a fitted electric pump for the head sink, shower and galley sink. The craft has a 25ltr calorifier fitted forward within the Starboard hull, it has two means of being heated either from the engine or from an immersion heater from shore power.

**8.2 Heads area.** The heads are situated to the Port hull forward. The whole area is fitted out to a high standard. The WC is a Jabsco sea toilet with holding tank. It is secure and is generally in good condition. The area was clean. The skin fittings for the heads are situated forward with a clear valve to change from holding tank to hull discharge. **See 2.4.** The insulation does not have a swan neck within the pipe run but is over 500mm above the water and is very unlikely to be below the water line being a catamaran. There is a holding tank fitted forward with a manual whale pump discharge. I did not note a method to discharge the holding tank by means of deck vacuum. There is a shower within the area with a hot and cold feed. *It is important not to discharge the tank in restricted waters.*

**8.3 Gas Installation.** There is a complete new gas system fitted on this craft. I would recommend a qualified engineer periodically inspects the system and when required services the new Smev twin burner stove and Smev gas oven and grill. There was no gas alarm found within the crafts bilge areas. *The fitting of a gas alarm would be very prudent. **THIS SYSTEM SHOULD BE FULLY CHECKED BEFORE USE.***

**8.4 Engine Installation.** The craft has a recent and very tidy inboard diesel engine installation fitted. It is a Yanmar 3YM30. The HP is established at around 29hp from the information supplied. The engine serial number was recorded as E13041. The engine installation has been upgraded with new Stainless Steel engine beds bonded in. The area has been cleaned and dried out.

- 8.5** There is a recently replaced water intake skin fitting as noted, the hose from this runs to anti syphon loop and vent fitted within the Starboard hull. The engine is an indirectly cooled engine with the system able to heat the calorifier that is fitted within the Starboard hulls forepeak area. The water and exhaust discharge is via a suitable silencer installed to the portside of the engine.
- 8.6** The fuel tank is of Stainless steel, it is located under the cockpit sole. The condition of the internals of the tank could not be established, I noted the tank is externally very clean and secured. The fuel line is suitably connected with a valve in line fitted. There are two new inline fuel filters fitted that have a visual method of inspection. All satisfactory.
- 8.7** The engine drive is through a suitable coupling to a leg drive unit. The leg as noted in my original report has been overhauled. It has a suitable 3 bladed propeller fitted. A new lanyard has been attached to lift the leg if required. A new sacrificial anode has been fitted to the leg.

**9.1 Crafts Electrics.** The craft now has been fitted with a bank of three heavy duty 12v Optima spiral batteries. They are all position within the port hull aft under the bunk unit. The forth is fitted in the bow area for the anchor winch. The whole electrical system has been completely replaced. The switch gear position if fitted to a very high standard and very clear. There are two electric units one to deal with shore power with the second dealing with the crafts 12v system. The whole installation, Wiring, Inverter, Control switches etc are all clipped and supported appropriately. The batteries are suitably secured with a method of venting the area.

Ref 9.1



New switch gear etc.

**9.2** I was able to test some of the systems, those tested i.e cabin lights, navigation systems etc. all worked. The batteries have two methods of charging, they can be charged either from the engine alternator and from the large bank of solar panels now fitted to the wheel house roof.

Ref 9.3



Complete new shore power system fitted.

**9.3 Shore power.** There is a good quality new shore power system fitted. There is a new RCD unit fitted with a complete new fuse board and set of switch gear fitted. All cabling is new and of the correct flexible type for marine applications. There were no shore power points available at her berth to test the system. The craft also has an inverter fitted to power the micro wave within the galley if required. All satisfactory.



**9.5 Heating.** The craft has an Eberspacher D2 Airtronic diesel heater. Serial number 663935BC. This is a new installation from my previous inspection. It is fitted aft within the Starboard hull. It is suitably fitted. The heater was not tested. The fuel system is taken from the crafts main fuel tank. All satisfactory.

**10.1 Sacrificial anodes.** The craft has a Zinc anode per hull fitted and bonded, as noted in **8.7** she now has a suitable zinc anode fitted to the drive leg. It should be checked periodically for wear.

**11.1 Mast/ Boom.** The rig is a mast head rig. The sections are made by Proctor Spars and were originally black anodised. Both sections have now been fully refurbished and sprayed in silver. They are in good condition and straight with no signs of damage or corrosion. There is an encapsulated mast head radar reflector fitted to the mast. There are a new set of wind instruments etc fitted to the mast head. The craft also has a pair of roller furling systems also fitted.

**11.2** The mast and spars have been fully re rigged to a high standard with new Stainless steel standing rigging and new good quality multi plat running rigging including mast head halyards, main sheets, vang, genoas etc. I did inspect the stays and running gear as best as I could, there is no obvious damage to any of the rigging. Most of the shrouds are correctly tensioned. Most of the rigging screws have lock nuts and most have split pins. Only the aft shrouds were missing split pins and should be addressed prior to using the craft. *Fit split pins or clevis rings as necessary.*

**11.3 Sails.** There are two furling system fitted. One for the genoa and the second for the jib. There were new U.V. proctors sewn on. The sails are considered to be in fair condition. The main was attached to the boom it is stored within a new lazy jacks boom bag and rig. All are currently serviceable for normal cruising. *A regular valet and service is suggested to sails.*

**11.4 Spray hood.** This is as noted a newly fitted cockpit framed unit with a solid GRP roof. All the panels have clear new PVC panels sewn in to give good visibility all round.

**12.1 Safety Equipment.** Overview. The yacht has a been refitted and there is a good selection of safety equipment on board.

Ref11.1-11.4



Fully upgraded spars and new rigging.  
New Cockpit cover.

- 12.2 Pyrotechnics.** There was a new inshore flare pack found onboard. *Suitable flares should be purchased for the areas of extended cruising intended.*
- 12.3 Bilge pumps.** The craft has a good set of pumps fitted. There was two manual pumps fitted, to the Starboard hull, one forward and one aft plus a further two Whale 12v pumps. Within the Port hull there is a further manual pump aft plus two Whales 12v Pumps fitted, one aft and one forward within the heads. There is a 12v Whale pump also fitted within the engine compartment. None of the pumps could be fully tested as there was little water within the bilge sumps. The electric pumps have auto and manual over rides fitted. *I suggest regularly test both pumps.*
- 12.4**The yachts main anchor is a Bruce 15kg anchor. It is suitable for this type of craft she has a good run of galvanised chain. The first few links that were commented on in my last report have been removed. There is a Loffrans 12v chain and drum deck winch fitted for recovery of the anchor chain. *Check security of the end of the chain run.*
- 12.5** I was able to find a CQR 35lbs Kedge anchor with galvanised chain and warp. This was stowed in the forward deck locker. It is suitable for the size of craft.
- 12.6** The compass is mounted by the helm it is a good quality Plastimo contest offshore compass. It is in good order. There was no deviation compass card for it found. *Check the compass in several directions with a view to either swing of create a deviation card.*
- 12.7** Deck safety lines. There are no lines currently fitted. You may wish to consider fitting lines in the near future if necessary depending on the type of cruising that is going to be attempted.
- 12.8** There are 3 suitable crew harness points within the cockpit. There is also a lifebuoy attached to the aft starboard side of the pushpit. Further throwing line and Grab bag was on board. All in fair order.
- 12.9 Liferaft.** There was no life raft found at time of survey. There was an inflatable dinghy with the craft. *If planning long distance sailing a lift raft is essential.*
- 12.10 Fire fighting.** There was a selection of fire extinguisher found on board. Age or service not confirmed. They were all dry powder. There was a fire blanket found for the galley. *If the extinguishers are over 5 years old it is advised to replace or service.*

## **Conclusions and Recommendation.**

The reason for the inspection of this craft was to report the progress made to the major refit that has been undertaken by the owners of Catalyst.

This craft is a well built example with a good level of original fitting out by the owner. The Snowgoose was a popular home completion craft and suitable for its purpose of leisure/ recreation. The craft was approximately ninety percent completed through what has been quite a major refit.

There are a few outstanding jobs that I have noted within the report. The proper blanking off or commissioning of the one remaining skin fitting that is well above the water line is important. Carefully monitoring and proper winterisation of the craft each season would also reduce the potential of potential problems in the future. The aft cabins are all that remain to be fitted out at time of survey.

Most of the finding in my report are very minor and would in general be the type of things I would expect to find on many craft. The craft has now got new safety equipment on board. It is important to maintain and regularly inspect with a view to build on it when going on the long passage planed in the future.

Please be aware that consideration should also be given when insuring for extra equipment along with personal possessions that will need to be included. I confirm these are my findings and recommendations.

*Ben Sutcliffe Davies*

**Ben Sutcliffe-Davies AssocIIMS**

*An affiliate member of the YDSA*

*An associate member of the IIMS*

*A full member of the BMF.*

**Ben Sutcliffe Marine**  
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## **Terms of Business**

**Please Note I am an Associate member of the IIMS and an Affiliate of the YDSA.  
I use the YDSA Surveyors' Terms of Business and Insurance cover.**

IT IS AGREED that:-

A. These YDSA Surveyor's Terms of Business (March 2010) shall form part of the Agreement between the Surveyor and the Client; B. The Surveyor shall perform the Scope of Work as set out in the Agreement subject to the following terms:

### **1. Services**

1. The Surveyor shall undertake the services to which these terms relate with reasonable care, skill and diligence.
2. The Client's instructions and the scope of the Surveyor's services hereunder, are as defined in the Scope of Work. Any subsequent changes or additions to the Scope of Work must be agreed in writing by the Parties.
3. The Client undertakes to:
  - o 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. The Client agrees to disclose to the Surveyor all relevant information of which they have knowledge, or to which they have access, in relation to the Vessel to be surveyed;
  - o In consultation with the Surveyor, procure all necessary access to premises and vessels (including lift-out, trials and facility for inspection ashore and afloat as appropriate) for no less than such a time as shall in each particular circumstance be reasonable to enable all appropriate inspections and tests to be undertaken or performed; and
  - o ensure that all appropriate safety measures are taken to provide safe and secure working conditions provided always that in the event of any breach of the requirements of Clauses 1.3.1 to 1.3.3 causing any failure on the Surveyor's part to undertake the Scope of Work the Client shall be responsible for all consequential costs incurred by the Surveyor and in respect of any element of the Scope of Work undertaken.
4. Pursuant to the Scope of Work, the Surveyor will inspect the Vessel as thoroughly as is practicable and endeavour to comment on the more important items where, in the Surveyor's reasonable opinion, major costs consequences are considered likely to arise. It follows that the Surveyor cannot comment on every minor matter but the Surveyor will try to point out where small factors may become more serious.
5. The Surveyor's intention is to report on the condition of the hull(s), superstructure and fixtures (if any) of the Vessel so far as can reasonably be ascertained from a visual inspection of the Vessel at its location at the time of survey. The Client accepts that the Surveyor's survey report(s) cannot cover hidden, unexposed or inaccessible areas of the Vessel, neither can the Surveyor undertake to investigate areas that the Surveyor believes to be inaccessible at the time of inspection. Where the Surveyor is unable to gain access to areas commonly accessible, the Surveyor will endeavour to point this out.
6. In every case, the Surveyor recommends a full survey of a Vessel, to include inspection of the Vessel while lifted out and while in the water. Where the Surveyor accepts instructions to survey a Vessel solely on the basis of an inspection of the Vessel out of the water, the Surveyor makes no representation and gives no warranty as to the watertight integrity or buoyancy of the Vessel.

### **2. Valuations**

1. All valuation work undertaken shall be in accordance with the Scope of Work and, unless otherwise stated in writing, such work relates solely to the date and place referred to. Valuations are based on opinions only and are not representations of fact, nor do they carry with them any guarantee of the particulars or information on which opinions are based. Valuations assume a willing buyer and willing seller and market conditions applicable at the time of valuation or such other date as is expressly referred to.

### **3. Fees**

1. The fee agreed between the Surveyor and the Client for the services to be provided by the Surveyor under this Agreement ("the Survey Fee") shall not include the costs of travel, subsistence and accommodation which will be charged in addition and in accordance with this Clause 3.
2. The Survey Fee and all expenses shall become due and payable on such terms and in such amounts as shall be agreed from time to time. VAT or other EU equivalent shall be payable, if applicable, in addition to all fees and expenses. Invoices will be submitted in respect of all fees and expenses when due and the amount of each invoice shall be settled within 28 days of the date of the invoice. Thereafter, interest shall be payable on all sums owing and unpaid at a rate of 3% over Barclays Bank plc (London) base rate.

#### 4. Limitations

1. The Surveyor shall not be liable under this Agreement for any loss or damage caused in circumstances (i) where there is no breach of a legal duty of care owed to the Client by the Surveyor or (ii) where, notwithstanding any such breach, any loss or damage is not a reasonably foreseeable result of such breach.
2. All services and reports are provided for the Client's use only. No liability of any nature is assumed towards any other party and nothing in these terms, or the relationship between the Surveyor and the Client, shall confer or purport to confer on any third party a benefit or the right to enforce any provision of these terms. The provisions of the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement and any person who is not a party to this Agreement shall have no right under that Act to enforce any term(s) of this Agreement.
3. The Surveyor shall not be responsible for loss or damage or any increase in loss or damage resulting from any material breach by the Client of any term of this Agreement.
4. Any claim by the Client in respect of any breach of the Surveyor's obligations under this Agreement must be notified to the Surveyor as soon as is reasonably practicable after the Client becomes aware of the breach. Where any breach is capable of remedy, the Surveyor must be afforded a reasonable opportunity to put matters right at his expense.
5. The Client agrees that, for reasons of commercial practicality, it is necessary to limit the Surveyor's potential liability in respect of loss or damage suffered by the Client as a result of any breach by the Surveyor of any of the Surveyor's obligations under this Agreement. As such, the Client agrees that no liability howsoever arising whether under this Agreement or otherwise shall attach to the Surveyor except insofar as such liability is covered by the professional indemnity insurance referred to at paragraph 4.6 and such liability (including Claims Expenses) shall in any event be limited to £250,000 or such higher sum as the parties shall agree in writing prior to commencement of the services to which these terms relate (hereafter referred to as "the Agreed Indemnity Limit").
6. The Surveyor shall maintain professional indemnity insurance in the amount of the Agreed Indemnity Limit throughout the period of the performance of the Surveyor's duties hereunder provided that such insurance shall remain available at reasonable market rates.
7. The Surveyor's liability shall not extend to particulars, data and other information given to the Surveyor by others or obtained from outside sources, publications and the like reasonably relied upon by the Surveyor, including Class records, registry details or other such information and no assurances can be given regarding the accuracy of the same.
8. Unless otherwise stated in writing, all services and reports are provided on the basis that they carry no guarantee regarding ownership or title, freedom from mortgages or charges, debts, liens or other encumbrances, or vessel stability, performance or design.
9. The Client shall be responsible for any losses, expenses or other costs reasonably incurred by the Surveyor that are caused by a breach of the Client's obligations to the Surveyor hereunder.
10. The Surveyor shall not be liable in respect of any breach of his obligations hereunder resulting from unforeseeable causes beyond the Surveyor's reasonable control.

#### Business or Commercial Operations

11. Notwithstanding any other provision of this Agreement, where the Client is acting in the course of a business or commercial operation:
  1. The Surveyor's liability shall expire twelve months after the Survey Report is delivered to the Client and The Surveyor shall thereafter have no further liability whether in contract, tort or otherwise; and
  2. the Surveyor shall have no liability whether in contract, tort or otherwise for:
  3. any consequential or economic loss or for loss of profit or turnover or loss of use suffered by the Client howsoever arising, whether under this Agreement or otherwise, and without prejudice to the generality of the foregoing the Surveyor shall not be liable for any consequences of late performance of any survey and/or late delivery of any survey report;
  4. any breach of his obligations hereunder of which written notification shall not have been given within 14 days of the date on which the Client ought reasonably to have become aware of the existence of such breach;
  5. any loss, injury or damage sustained as a result of:
    - any defect in any material or workmanship;
    - an Act of God or other circumstances beyond the control of the Surveyor; or
    - the act, omission or insolvency of any person other than the Surveyor;and the Surveyor shall have no liability to indemnify the Client in respect of any claim made against the Client for any such loss, injury or damage;
12. Notwithstanding any other provision of this Agreement:
13. unless otherwise stated in writing, no guarantee is given against faulty design, latent defects or of suitability of any vessel or other item for any particular purpose or of compliance with any particular local, national or international requirement or code, and opinions are given without the benefit of running of machinery or opening up or other dismantling whether of interior linings, machinery or other items or systems;
14. The Surveyor shall have no liability whether in contract, tort or otherwise in respect of the consequences of late, incomplete, inadequate, inaccurate or ambiguous instructions or the non-disclosure by the Client of relevant information.
- 15.

## **5 Law and disputes**

1. This Agreement shall be construed in accordance with and shall be governed by 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.

## **6. Miscellaneous**

1. The Surveyor may terminate the appointment forthwith if the Client fails for more than 28 days to pay any sum due when demanded, or if the Client fails to respond promptly to requests for information and/or instructions and fails adequately to respond to 28 days' formal notice of such failure, without prejudice to the Surveyor's accrued rights.
2. Without prejudice to the accrued rights of the other party, either party may terminate the appointment forthwith by notice if the other party shall become bankrupt or insolvent, or make any arrangement or composition for the benefit of creditors, or have anything analogous to any of the foregoing under the laws of any jurisdiction occur to it, or cease (or threaten to cease) to carry on business.
3. No exercise or failure to exercise or delay in exercising any right or remedy vested in either party shall be deemed to be a waiver by that party of that or any other right or remedy.
4. Neither party shall transfer or assign its rights or obligations under these terms without the prior written consent of the other.
5. In the event that any provision of these terms is held to be a violation of any applicable law, statute or regulation, such provision shall be deemed to be deleted from these terms and shall be of no force or effect and these terms shall remain in full force and effect as if such provision had not been contained herein. Notwithstanding this, in the event of any such deletion the Parties shall negotiate in good faith in order to agree the terms of an acceptable alternative provision.
6. Except where expressly stated to the contrary in a written document signed by the Parties on or after the date hereof, these terms form the entire agreement between the Parties and supersede all previous agreements and understandings between the Parties, and no warranty, condition, description, term or representation is given or to be implied by anything said or written in negotiations between the Parties or their representatives prior to the communication of these terms.
7. References to "the Surveyor" include the Surveyor's employees and persons, firms and companies appointed or engaged by the Surveyor as the Surveyor's agents for carrying out any work or services under these terms, all persons, firms and companies to whom performance of any work or services under these terms is sub-contracted or delegated by the Surveyor, and all agents and employees of persons, firms and companies referred to in this clause.
8. Any communication required to be given under these terms by either party shall be in writing and shall be sufficiently given either by letter, fax or electronic mail (provided the same is capable of being recorded by the recipient in durable form) sent to the other at the contact details previously notified and any such notice shall be deemed to have been given at the time at which it would in the ordinary course of transmission have been received.
9. Each party undertakes to maintain the confidentiality of all information supplied by the other and not to divulge such information to third parties without the prior written authority of the other.
10. Words denoting the masculine include the feminine and neuter and vice versa