

## **Terms and Conditions**

### **ANDY'S MARINE SERVICES**

#### ***The Client is responsible for:***

All charges and boat movements, slipping, docking, lifting, removals, replacements and re-instatements arising in preparation for the process of the inspection.

Gaining permission from the current owners and the yard where the inspection is to be carried out. All relevant equipment to be readily available and the vessel to be made easily accessible.

Agreeing to indemnify Andy's Marine Services for accidental damage during the inspection.

Signing of an inspection contract form, without which no work will be undertaken.

#### ***Terms of Inspection***

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 inspection, with particular reference to the condition of the hull.

The right is reserved to decline any inspection and decline the boarding of a vessel where it is considered unstable or a danger to personal safety.

Fixtures and fittings, mast, spars, sails, machinery, ancillary equipment, gas, electrical, electronic, plumbing, sewage treatment plant, refrigeration, air conditioning, navigational aids and any other sundry services and tankage are inspected only for visual appearance and installation standards, without dismantling or specific testing.

Where a mast is stepped, only those parts of the mast and rig up to head height are inspected in detail.

Hull condition is assessed by general non-destructive examinations and by assessment of the condition of sample areas where coatings are removed. Where 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 sample areas scraped clean. The inspection does not provide an opinion on the condition of the areas not presented visible, hidden areas behind linings or beneath fixed floors. Unless these are accessible through visible traps, should not be taken to preclude completely the existence of isolated damage or deterioration concealed by paints, fillers or other means. The inspection cannot guarantee total water integrity of the vessel.

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 inspection, or on the strength of which I am unable to comment. "If it cannot be seen or checked, it is not included as part of the service being provided".

The engine and generator installations are inspected visually. If the engine is presented in commission, the engine will be run up to access its general running characteristics. No dismantling of the engine or associated equipment is carried out within the scope of a condition survey. 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 visually inspected where visible.

The bottled gas installation is inspected visually only. Gas pressure tests are not undertaken within the scope of the survey, unless a BSS examination is undertaken.

Tanks are inspected where visible, but not internally and are not pressure tested. Window hatches and external doors are not tested for water tightness. Hull fastenings and skin fittings are not withdrawn for inspection.

Any estimate of valuation provided is based on average retail values achieved by craft or similar types 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 builder, registration numbers, tonnage, build year and dimensions are normally stated as advised or as exhibited aboard the vessel and are not authenticated. Dimensions, if checked, are measured by means of a steel tape measure and should not be relied upon as to total accuracy. The condition survey does not seek to establish that clear title to the vessel exists or that it is being offered for sale free from all debts or 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 national or international codes, standard or regulations.

This report is prepared solely for the benefit of the client to whom it is addressed and by whom it was commissioned. No responsibility 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 will be accepted for any consequential losses arising, including, but not limited to loss of profits, loss of use or business interruption.