

# European Marine Services Ltd

(inc European Marine Surveys)



**Expert Witness • Marine Surveyors • Marine Consultants**

## **Terms & Condition Limiting Marine & Yacht Surveys, Inspections & Services**

### **Under which terms all surveys, inspections, services are undertaken (V9)**

**The inspection is carried out on the understanding that the surveyor is legally liable to the named client only and not to any subsequent holder of the marine survey / inspection report.**

1. The purpose of survey / inspection was to carry out a structural (per clients instructions) evaluation of the vessel for pre-purchase, finance, valuation, accident investigation and / or insurance purposes
2. The vessel was ashore supported on chocks / slings, allowing access to the hull bottom, apart from the chocking / sling positions
3. Machinery installations, auxiliary and ancillary equipment, gas and other services, electronic, pumping and plumbing, navigational aids, safety equipment, fuel systems, electrical systems, steering systems, deck equipment, hydraulic systems and other sundry items were visually inspected only. None of these items were dismantled nor were specific tests carried out.
4. The LPG gas system(s), appliances, piping, tanks and components are not tested for leaks or tightness
5. The fuel system(s), cooling systems, engine(s), piping, tanks and components are not tested for leaks or tightness
6. As surveyors (not technical engineers) we visually inspect engines, gearboxes and generator installations during our inspections. By prior arrangement and with the owner's authorisation the engine may be run up to access its general running characteristics, vibration levels, etc. No dismantling of the engine or associated equipment is carried out within the scope of a condition survey so no detailed comment upon the engine parts is possible.
7. As surveyors (not sail-makers or riggers) we are unable to provide a comprehensive inspection of standing / running rigging, winches, sails, mast and spars and associated deck equipment.
8. Water tanks and plumbing (where accessible) are externally inspected (only) where visible, and are not pressure tested. No liability is accepted for any subsequent leaks not apparent at time of inspection.
9. Windows, hatches, portlights, external and watertight doors are not tested for water tightness
10. Skin fittings and associated sea cocks / valves are not tested or dismantled
11. If this report does not discuss a specific item, equipment or machinery, it is not covered by this report.
12. We have not inspected any part of the structure or items which are covered, unexposed or inaccessible and we are therefore unable to report that any such part of the structure or item is free from defect
13. 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.
14. The report is not undertaken with any intention to ascertain that the vessel would comply with any local or national authority, under whose jurisdiction the vessel may operate
15. Information is included within this report that is gathered from various sources, such as Brokers / Owner's Details of Sale, Ship's Papers and other third parties, and such information is neither confirmed nor guaranteed.
16. Our liability shall expire 12 months after completion of the services in respect of which liability is alleged to arise and we shall thereafter have no liability in respect of those services and/or any alleged defaults in connection with the provision thereof.



17. Under no circumstances shall our liability exceed a total of £ 500,000.00
18. Any dispute arising hereunder shall be submitted to the exclusive jurisdiction of the courts of England and Wales
19. Disclaimer

Whilst every effort has been made to ensure the accuracy of the information presented in our reports it must be clearly understood that it must **NOT** be construed as a guarantee or warranty as to the condition of the subject vessel if she is sold or transferred to a third party and no duty of care is allowed to any such third party. The report is issued without prejudice and in *uberrimae fidei* as a statement of facts ascertained at the time of the survey during which due diligence and reasonable skill were exercised and reasonable care was taken using common professional practise and, where available guidelines or Code of Practice such as and including those published by the International Institute of Marine Surveyors.

20. Guarantee and/or Warranty

This report does not constitute either a guarantee or warranty as to the condition of parts it was not, for any reason whatsoever, possible to see at the time of the survey nor it does not follow that each and every defect was found during the inspection. No responsibility will be accepted for any faults, defects or changes subsequently arising. No guarantee against faulty design or latent defects is expressly stated or implied nor is any guarantee given that the vessel is suitable for any particular purpose.