



# TERMS & CONDITIONS

## RP Marine's Normal Terms and Conditions for Motorboat Survey

### Payment.

You agree to pay the agreed fee and any expenses charged by the surveyor.

You agree to pay any fees relating to contractors daily work permits in the yard/marina that the craft is in.

You agree that the surveyor will not be responsible for boat movements including lifting/launching, chocking, boat fuel and pilots.

You agree to be responsible for replacements and reinstatements arising out of the course of preparation and process of the survey.

You agree that the report will not be sent until full payment is received.

### General Report Limitations.

You understand and agree that the surveyors report will be a factual statement of the examination carried out within limitations of survey stated on the report, regarding accessibility and practicality of operation.

You understand that any opinions given by the surveyor are given in good faith and are restricted by limitations of survey.

You understand that the survey does not guarantee against latent defects or faulty design.

You understand that the survey does not guarantee compliance with any rule/law/standard/regulation even if they are referred to in part during the course of the report. The validity or need of any CE marking or and the confirmation of conformance or otherwise of the vessel to the RCD are outside the scope of this inspection and report.

You understand that liability arising from the report is solely restricted to the instructing client and not to any third parties or future owners.

You understand that no liability will be accepted from any consequential loss, death or injury, economic loss or loss of use.

You agree that this survey contract shall be governed by and construed in accordance with English Law and that any dispute arising hereunder shall be submitted to the exclusive jurisdiction of the courts of England and Wales and this should be initiated within 6 months of the delivery of the inspection for the commissioned survey report.

You understand that the agreed indemnity limit is limited to 10 times the cost of the survey report commissioned.

You understand that the maximum limit of the surveyor's liability, under any circumstances is £250,000 (Two Hundred Fifty Thousand Pounds).

You agree that the survey retains the copyright of the report.

### Survey Limitations

You understand that where access cannot be gained within the scope of the survey for a detailed inspection of part of the craft or her equipment, no liability will be accepted for defects should they later become evident.

You understand that there is no guarantee or warranty, express or implied as to the condition or suitability of the craft or machinery. No representation as to the condition of equipment after the date of survey will be made.

### Hull.

No skin fittings or bolts will be drawn.

We will not inspect or comment on woodwork, GRP, metal or other parts of the structure which are covered, painted, unexposed or otherwise inaccessible. Tokens of paint will be removed for examination of the surface underneath, findings from these areas will be reported on. However large parts of the hull will normally be left covered. We are therefore unable to report that any such part of the structure is free from defect. The condition of any part of the hull or fixings still covered by marine growth cannot be accurately reported on. The general condition of findings from the hull is at the time of survey only and no guarantee of future condition is given or implied.

Warranties of the hull are provided by the builder only, and that if there are any questions about existing warranties, the manufacturer should be consulted. The surveyor will make every practicable effort at the time and circumstance of survey to determine the presence of blisters short of destructive testing however, does not mean that blisters won't develop at a later date. Changing conditions may result in the sudden appearance of blisters where previously there were none. Latent blisters, or blisters in the very early stages of formation, or blisters which are depressurized and deflated may also exist, and which are not detectable by any means available to the surveyor.

### Engine(s) & Gearbox(es).

The engine(s) and gearboxes will not be tested under extended load and the surveyor is only offering a general opinion as to their condition. The engines will not be dismantled for examination. They will not be tested for compression and no oil analysis will be done. Tightness of fittings and pipe work will not be tested. It is always recommended that a qualified marine engineer or service agent of the particular engine(s) & gearboxes on the craft being surveyed is commissioned separately to report on their condition prior to purchase.

### Outdrives

The surveyor is only offering a general opinion to the condition of the outdrives and due to rigorous and routine servicing requirements it is strongly recommended that they are serviced prior to purchase together with a report on their condition by a qualified service agent of the particular outdrive make.

### Tanks

Fuel and water tanks will not be tested for contamination and no pressure testing will be carried out. Tanks will not be filled by the surveyor unless otherwise specified.

### Lifesaving equipment

The examination will not include an appraisal of the lifesaving equipment suitability or levels unless otherwise specified.

## RP Marine Surveys

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