



# BLUE STAR SURVEYS

## Instruction for Survey and Survey Contract.

### Instruction.

I/we as owners or having obtained permission from the Owners / Agents / Brokers / Boatyard, hereby request that you carry out a survey, as indicated, subject to the following terms of survey, and to any special instructions listed overleaf on the following vessel

**Type of Survey**.....

### Vessel.

Name..... Type..... Year Built..... Registration Number.....

Length overall..... Beam..... Draft.....

### To be inspected at.

Location..... Date.....

Name and contact details for owner / agent / broker / boatyard.

.....  
.....

### Terms of Survey & Survey Terms and Conditions

I/We hereby agree to pay any fees and expenses reasonably incurred and charged by the Surveyor and understand that I am/we are responsible for all charges for boat movements, slipping, docking, removals, replacement and reinstatement work arising in preparation for and process of the survey.

It is understood and agreed that the surveyor's report will be a factual statement of the visual examination carried out within stated limitations and the opinions and recommendations, given in good faith are limited to those that in the opinion of the surveyor are reasonably necessary and appropriate as far as seen and accessible at the time of survey with due consideration for the age and value of the vessel and the conditions, circumstances, and declared information as existed at the time of the inspection.

Parts of the vessel which are covered, unexposed or inaccessible may not be inspected and we are, therefore, unable to report that any such unseen part of the vessel/structure is free from defect.

The survey carries with it no guarantee against faulty design or latent defects or suitability of the vessel for any particular purpose, nor any guarantee of compliance with any particular national or international rule, requirement, regulation, law standard or code unless specifically requested as a special instruction on this form and confirmed in the text of the report.

Liability for the report is solely to the instructing client and to no other third party unless otherwise specified and agreed. It is further agreed that no liability will arise for any consequential or economic loss, loss of profits, business interruption or loss of use. Any liability extends for a period of one year from the date of survey.

I/We acknowledge the above and that this survey contract shall be governed by and construed in accordance with English Law and that any dispute arising under shall be submitted to the exclusive jurisdiction of the courts of England and Wales.

*Survey reports will not be issued until payment has been received in full.*

### Instructed by.

**Quoted fee.....£.....**

Name..... Signature.....

Date.....

Address..... Tel No.....

Email.....

### Special instructions, information or requirements for survey inspection.

**Signed.**..... **Date.**.....

# Terms and Conditions

## Definitions:

### *The Client:*

The company, firm or person with whom the agreement is made.

### *The Agreement*

**The Agreement** between Blue Star Surveys and **The Client** constituted by the attached fax/letter/purchase order/survey request and incorporating inter alia these terms and conditions.

## Assignment

Neither party shall transfer or assign its rights or obligations under **The Agreement** without the prior written consent of the other party, provided that:

**The Client** may transfer any or all of its rights under **The Agreement** to any of its affiliate companies, in which case **The Client** shall procure the acceptance by the assignee of the terms, conditions, exceptions and exemptions of **The Agreement**.

## Delegation

If Blue Star Surveys considers it more efficient or convenient, Blue Star Surveys may in its discretion procure advice, assistance and services, which it renders under **The Agreement**, from other persons and may in its discretion delegate performance of one or more of its obligations under **The Agreement**.

## Payment

If any payments to be made under **The Agreement** shall be subject now or in the future to taxes, levies or charges of whatever kind in the country in which Blue Star Surveys is incorporated and/or operating and which **The Client** or Blue Star Surveys is required to pay or which Blue Star Surveys is required to withhold, **The Client** shall pay such sums as shall yield to Blue Star Surveys after payment or withholding of such taxes, levies or charges the full amounts payable to Blue Star Surveys under **The Agreement** as if such taxes, levies or other charges were not paid or withheld. In this clause **The Client** shall include any assignee of any of its rights hereunder.

Payment shall be made within seven working days from the date of the invoice.

Any payments over due by **The Client** shall bear compound interest from the due date until payment at a rate of one per cent per week.

Except where there are self-evident errors in the invoice, payment shall be made by **The Client** notwithstanding any dispute relating to the billings. Any adjustments consequent on settlement of such disputes shall be made within thirty days following the settlement.

Where any payment becomes overdue by more than sixty days, Blue Star Surveys shall without prejudice to any of its other rights, be entitled to terminate **The Agreement** whereupon payment will become due for the value of the work done up to the date of termination.

## Liability and Indemnity

Blue Star Surveys shall perform **The Agreement** with all proper skills in accordance with normal industry standards.

This survey is carried out on the understanding that Blue Star Surveys is legally liable to the above client only and not to any subsequent holder of the said report. Such liability must be construed 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. Any liability extends for a period of 12 months from the date of the survey.

If any work or services under **The Agreement** are negligently performed or omitted then so far as may be reasonably practicable Blue Star Surveys at its own expense will cause such work and services to be correctly performed.

In this clause Delegate(s) means:

Employees and agents of Blue Star Surveys.

Any person to whom performance of work or services under **The Agreement** is delegated or sub-contracted by Blue Star Surveys.

Any such person's employees and agents.

**The Client** shall not sue any Delegate for any loss or damage of any nature suffered by **The Client** and connected with performance of **The Agreement**. **The Client's** sole remedy shall be against Blue Star Surveys under this clause.

The total liability of Blue Star Surveys to **The Client** for breach of **The Agreement** and the total third party liability of Blue Star Surveys and Delegates shall not for any reason whatsoever (including negligence) in aggregate over the duration of **The Agreement** exceed an amount equal to ten times the total fees paid and payable by **The Client** to Blue Star Surveys.

If Blue Star Surveys or any Delegate does incur third party liability of any nature whatsoever arising out of or connected with performance of **The Agreement** then (subject to the clause below) **The Client** shall indemnify Blue Star Surveys, or such Delegate against such third party liability and costs and expenses relating thereto, and this indemnity shall apply even if the third party claim was based on negligence. Further to the extent that Blue Star Surveys may have indemnified any Delegate against such third party liability, cost or expenses (which Blue Star Surveys at its sole discretion shall be entitled to do) then **The Client** shall thereupon be liable to indemnify Blue Star Surveys accordingly.

Where the reason for third party liability mentioned in the above clause was the negligence of Blue Star Surveys, or any Delegate then **The Client's** indemnity under the above clause shall apply above the limit of liability mentioned above and Blue Star Surveys shall be liable up to such limit.

In entering into the agreement contained in the clause titled **Liability and Indemnity** Blue Star Surveys contracts both on its own behalf and as an agent on behalf of Delegates and also as trustee for their benefit.

Neither party shall be liable to the other for indirect or consequential damages resulting from or arising out of **The Agreement** including but not limited to loss of use of property, loss of profits, loss of product or business interruption.

#### **Confidentiality**

**The Client** undertakes to keep confidential any confidential information disclosed to it by Blue Star Surveys and not to disclose the same either complete or in part to any third party (including subsidiary companies, holding companies or associate companies) without Blue Star Surveys prior written approval, such undertaking to continue notwithstanding the expiry or termination of **The Agreement** for so long as the information in question has not become part of the public knowledge or literature without default on the part of **The Client**

Or

Been disclosed to **The Client** by the third party (other than one disclosing on behalf of Blue Star Surveys) whose possession of such information is lawful and who is under no secrecy obligation with respect to the same.

Or

For a period of 1 year from the date the Agreement terminates, whichever is the sooner.

Blue Star Surveys shall undertake to keep confidential any confidential information disclosed to it by **The Client** and Blue Star Surveys shall be liable to the same constraints as imposed by the above clause on **The Client**.

#### **Force Majeure**

Neither party to **The Agreement** shall be in breach of any obligation hereunder (other than the obligations of **The Client** to make payment of any monies due to Blue Star Surveys) insofar as performance thereof has been delayed, hindered, interfered with or prevented by any circumstances beyond its reasonable control.

#### **Applicable Law and Arbitration**

The proper law of this Agreement is English Law and English Law shall be used in interpreting **The Agreement** and for resolving all claims or disputes arising out of or connected with **The Agreement** (whether based on contract, tort or any other legal doctrine). Any such claim or dispute not settled by negotiation shall be settled by arbitration in London under the rules of the London Court of International Arbitration. The language of the Arbitration shall be English.

#### **General Conditions for Yacht Surveys**

**The Client** is responsible for all charges and boat movements, slipping, docking lifting, removals, replacements and reinstatements arising in preparation for the process of the survey

**The Client** is responsible for obtaining permission from the current owners and yard for the survey to be carried out. All relevant equipment is to be made readily available and the vessel to be made easily accessible.

The right is reserved to decline any survey for whatever reason and decline the boarding of a vessel where it is considered to be unstable or a danger to personal safety.

It is understood that the survey report will be a factual statement of the examination carried out within stated Limitations of Survey and with opinions given in good faith as far as seen at the time of survey. It implies no particular guarantee against faulty design, or latent defect, or suitability of the vessel for a particular purpose. The liability for the survey report is solely to **The Client** and no other third party, unless otherwise specified.

The copyright of the survey document remains the property of Blue Star Surveys. The survey report shall not be passed to a third party or copies made or distributed other than to **The Client's** insurers or authorised repairers.

**Limitations of Survey** The following is a typical list of limitations to a typical survey details; will vary from boat to boat, survey to survey.

*The survey was carried out on the morning and afternoon of xxxxxx. The weather at the time of survey was sunny with intermittent showers. The vessel was examined laid up ashore, on her trailer, undercover having been hauled out some months previously. With exception of the areas of the supports and underside of keel the external access was generally good. The topsides, decks and under body were visually inspected, several*