

YCS Surveys Ltd., Harbour Masters Office, Penarth Marina, Penarth, Vale of Glamorgan CF64 1TQ

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**Contract for Vessel Survey**

Vessel Name:

#### Vessel Type:

Survey Location:

Survey Date:

Survey type:

Quote value:

**To: YSC Surveys Ltd.,**

I/We being the undersigned, request a vessel survey under the following conditions;

1. I/We have obtained permission from the owners for such a survey.
2. The scope of the survey will be defined by the quotation specified above.

c) The survey will be subject to the Standard Terms and Conditions of YSC Surveys Ltd, which are listed below.

d) I/We have read and understood these Standard Terms and Conditions.

e) I/We hereby agree to pay any fees and expenses reasonably incurred and charged by YSC Surveys Ltd 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 in process of the survey.

f) It is understood and agreed that the surveyor’s report will be a factual statement of the examination carried out within stated limitations and with opinions given in good faith as far as seen and accessible at the time of the survey. It 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 stated in the quotation and confirmed in the text of the report.

**Client Details**

Name:

Address:

**Standard Terms and Conditions**

1. Definitions
   1. The *Client*:

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

* 1. The *Agreement*:

The *Agreement* between YSC Surveys Ltd and the *Client* constituted by the attached contract/letter/purchase order and incorporating inter alia these terms and conditions.

1. 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 their 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*.

1. Delegation

If YSC Surveys considers it more efficient or convenient, YSC Surveys Ltd 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*.

1. Payment
   1. 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 the *Client* is living and or liable for such payments and which the *Client* or YSC Surveys Ltd is required to pay or which the *Client* is required to withhold, the *Client* shall pay such sums as shall yield to YSC Surveys Ltd after payment or withholding of such taxes, levies or charges the full amounts payable to YSC Surveys Ltd under the *Agreement* as if such taxes, levies or other charges were not paid or withheld. In this clause 4.1 the *Client* shall include any assignee of any of its rights hereunder.
   2. Payment shall be made within seven working days from the date of the invoice.
   3. Any payments overdue by the *Client* shall bear compound interest from the due date until payment at a rate of half of one per cent per week.
   4. Except when there are self-evident errors in the invoice payment shall be made by the *Client* notwithstanding any dispute related to the billings. Any adjustments consequent upon settlement of such disputes shall be made within thirty days following the settlement.
   5. Where any payment becomes overdue by more than sixty days, YSC Surveys shall without prejudice to any of its other rights, be entitled to terminate this agreement whereupon payment will become due for the value of work done up to the date of termination.
2. Liability and Indemnity
   1. YSC Surveys Ltd shall perform the *Agreement* with all proper skills in accordance with normal industry standards.
   2. If any work or services under the *Agreement* are negligently performed or are omitted then so far as may be reasonably practicable YSC Surveys Ltd at its own expense will cause such work and services to be correctly performed.
   3. In this clause 5 Delegate(s) means (i) employees and agents of YSC Surveys Ltd (ii) any person to whom performance of work or services under the *Agreement* is delegated or sub-contracted by YSC surveys Ltd and (iii) and such Person’s employees and agents.
   4. The *Client* shall not sue any Delegate for any loss or damage of any nature whatsoever suffered by the *Client* and connected with performance of the *Agreement*. The *Client’s* sole remedy shall be against YSC Surveys Ltd under this Clause 5.
   5. The total liability of YSC Surveys Ltd to the *Client* for breach of the *Agreement* 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 YSC Surveys Ltd.
   6. If YSC Surveys Ltd 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 clause 5.7 below) the *Client* shall indemnify YSC Surveys Ltd, or such Delegate against any third party liability and costs and expenses relating hereto, and this indemnity shall apply even if the third party claim was based on negligence. Further to the extent that YSC Surveys Ltd may have indemnified and Delegate against such third party liability, costs or expenses (which YSC Surveys Ltd at its sole discretion shall be entitled to do) then the *Client* shall thereupon be liable to indemnify YSC Surveys Ltd accordingly.
   7. Where the reason for third party liability mentioned in clause 5.6 was the negligence of YSC Surveys Ltd, or of any Delegate then the *Client’s* indemnity under clause 5.6 shall apply above the limit of liability mentioned in clause 5.5 and YSC Surveys Ltd shall be liable up to such limit.
   8. In entering into the agreement contained in clause 5 YSC Surveys Ltd contracts both on its own behalf and as agent on behalf of Delegates and also as trustee for their benefit.
   9. 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 property, loss of profits, loss of product or business interruption.
3. Confidentiality
   1. The *Client* undertakes to keep confidential any confidential information disclosed to it by YSC Surveys Ltd and not to disclose the same either complete or in part to any third party (including subsidiary companies, holding companies or associate companies) without YSC Surveys Ltd’s prior written approval, such undertaking to continue notwithstanding the expiry date or termination of the *Agreement* for so long as the information in question has not;
      1. Become part of the public knowledge or literature without default on the part of the *Client* or
      2. Been disclosed to the *Client* by the third party (or other than one disclosing on behalf of YSC Surveys Ltd whose possession of such information is lawful and who is under no secrecy obligation with respect to the same.
      3. Or for a period of 10 years from the date that the *Agreement* terminates whichever is the sooner.
   2. YSC Surveys Ltd shall undertake to keep confidential any confidential information disclosed to it by the *Client* and YSC Surveys Ltd shall be liable to the same constraints as imposed by clause 6.1 on the *Client*.
4. Time Bar

Any claims against the YSC Surveys Ltd by the *Client* shall be deemed to be waived and absolutely time barred upon the expiry of one year from the submission date of the Report to the *Client*.

1. 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 YSC Surveys Ltd) insofar as performance thereof has been delayed, hindered, interfered with or prevented by any circumstances beyond its reasonable control.

1. Applicable Law and Arbitration

The proper law of this *Agreement* is English Law and English law shall be used to 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 nor settled by negotiation shall be settled by arbitration under the rules of the London court of International Arbitration. The language of the arbitration shall be English.

1. Limitations

YSC Surveys Ltd do not carry out surveying work on coded commercial vessels.