

Terms & Conditions

Standard Terms and Conditions for Survey Work

Applicability

These Standard Terms and Conditions for Survey Work shall apply to any survey work undertaken by Van Amedye McAuslands Limited for the Client. The services to be provided by Van Amedye McAuslands to the Client shall be set out in Instructions provided by the Client to Van Amedye McAuslands.

Definitions

1.

Unless expressly stated otherwise, the terms used in these Standard Terms and Conditions and in any correspondence passing between Van Amedye McAuslands and the Client are defined as follows:-

- A) Van Amedye McAuslands Limited and surveyors, consultants or other individuals or companies retained by them.
- B) "Client" the firm, company or individual to whom Van Amedye McAuslands has agreed to provide professional services.
- C) "Fees" subject to any special terms agreed in writing between Van Amedye McAuslands and the Client, fees shall mean the reasonable charges of Van Amedye McAuslands based on its normal hourly rate, which shall be notified to the Client upon receipt of Instructions, and any other charges as identified in writing to the Client. Time spent travelling and waiting may be charged in full. Value Added Tax will be charged where applicable. The daily rate (based on a working day of ten hours in length) shall be applied to any full day of the survey and shall include time spent

Van Ameyde - McAuslands

Head Office - Victoria Dock Offices
South Bridge Road
Hull
England
HU9 1TS

T +44 1482 223 832
E surveyors@mcauslands.com
W www.ameydemarine.com



travelling and waiting. A full day commences at 8am and ending at 6pm. A part of any day of the survey shall be charged at the full hourly rate.

D) "Reports" and report, statement or other document supplied by Van Amedye McAuslands in connection with Instructions received from the Client.

E) "Disbursements" included a cost of all reasonable photography, reproduction of drawings, diagrams and other data and printing and duplication and all reasonable and appropriate out of pocket expenses including appropriate travel, refreshments and hotel accommodation where an overnight stay is necessary. Valued Added Tax will be charged were applicable. This list gives examples of possible disbursements and is not intended to be exhaustive.

F) "Instructions" details in writing, provided by the client to Van Amedye McAuslands, of any work to be carried out by Van Amedye McAuslands on behalf of the Client.

2.

A) Provide full Instructions in writing supported by clear, legible, good quality copies of all relevant documents. It is the Client's responsibility to supply Van Amedye McAuslands at its own expense with all necessary documents or other materials and all necessary data or other information relating to the Instructions, within sufficient time to allow Van Amedye McAuslands to carry out the Instructions as specified by the Client. The Client shall insure the accuracy of all such materials. It is the Client's responsibility to retain duplicate copies of any materials supplied to Van Amedye McAuslands.

B) Deal promptly with every reasonable request of Van Amedye McAuslands for authority, information and documents.

C) Not alter, or permit others to alter, the reports of Van Amedye McAuslands.

D) Give immediate written notice of every survey, meeting or other appointment at which Van Amedye McAuslands' attendance will or may be require. Van Amedye McAuslands will make



every possible effort to attend, but reserves the right to refuse to attend if less than 48 hours' notice in writing have been given of the necessity to attend.

E) Pay invoices submitted by Van Amedye McAuslands within such time period as shall be specified on the invoice, but in any event no later than 28 days after the date of any invoice submitted.

Van Amedye McAuslands will:-

3.

A) Use reasonable skill and care in the performance of the Instructions specified by the Client and, as far as reasonably possible, at the intervals and within the times referred to by the Client. Van Amedye McAuslands reserve the right to make any changes to the Instructions which are necessary to comply with any applicable safety or other statutory requirements, or which materially effect the nature of quality of the Instructions.

B) Act with objectivity and dependence with regard to instructions.

C) Undertake only those parts of Instructions in respect of which Van Amedye McAuslands considers it staff to be adequately qualified and experienced.

D) Promptly notify the Client of any matter including a conflict of interest or lack of suitable qualifications and experience which would disqualify Van Amedye McAuslands or render it undesirable to continue involvement in the appointment.

E) Upon receipt of any materials and knowledge of a confidential or sensitive nature (the information) Van Amedye McAuslands hereby:-

* Acknowledges that all information provided to Van Amedye McAuslands is the property of the Client.



* Acknowledges that all of the information is provided by the Client in confidence.

* Undertakes to keep the information reasonably secret and confidential and will not disclose all or any part thereof to any third party and will use its best endeavours not to allow any third party to have access to it, other than those persons authorised by the Client.

* Undertakes to keep in a reasonably safe, secure and confidential place all materials part of the information supplied to Van Amedye McAuslands together with any copies, notes or records made by Van Amedye McAuslands.

* Undertakes to use its best endeavours not to make use of or permit others to make use of the information or any part of it except for the purpose of preparing reports and instructed by the Client.

F) Not negotiate or communicate with an opposing party or advisor unless specifically authorised by the Client to do so (and in any event act within the scope of the Clients Instructions at any meeting of surveyors). This clause does not apply to any order of the court or tribunal.

Termination

4.

A) The Client shall be entitled to terminate the Instructions at any time by giving not less than 28 days written notice to Van Amedye McAuslands

B) Either party may (without limiting any other remedy) at any time terminate the Instructions by giving written notice to the other if the other commits any breach of these Standard Terms and Conditions and (if capable of remedy) fails to remedy the breach within 14 days after being required by written notice to do so.

C) Fees and disbursements to the date of termination may be charged in full. At the time that its fees are paid in full Van Amedye McAuslands will return all documents and incomplete work to the Client.



Fees and Disbursements

5.

A) Van Amedye McAuslands may present invoices at such intervals as it considers fit and payment of each invoice is due on presentation, subject to any written waiver or indulgence quoted by Van Amedye McAuslands.

B) Van Amedye McAuslands shall be entitled to charge fair and reasonable fees in the following circumstances:-

* Where time has been set aside for a specific survey, meeting or other engagement.

* Where specific Instructions have been given for an inspection and report.

* Where due to settlement of the dispute or any other reason not being the default of Van Amedye McAuslands the reservation of time has been cancelled and/or the Instructions have been withdrawn, provided that the time reserved by Van Amedye McAuslands cannot reasonably be productively utilised on other matters.

C) Van Amedye McAuslands reserve the right to invoice and recover interest at 8% per annum above Bank of England base rate on all unpaid invoices and in addition the full amount of its legal, administrative and other costs of recovering unpaid invoices. Interest will be calculated daily, commencing 21 days following the date of the invoice.

D) Any dispute relating to Van Amedye McAuslands' fees maybe referred to mediation in accordance with British mediation guidelines.

Liability

6.



A) Van Amedye McAuslands shall have no liability to the Client for any loss, damage, costs, expenses or any other claims for compensation arising from any materials or Instructions supplied by the Client which are incomplete, incorrect, inaccurate, illegible, out of sequence or in the wrong form, or arising from their late arrival or non-arrival or any other fault of the Client.

B) Except in the respect of death or personal injury caused by Van Amedye McAuslands' negligence, or as is expressly provided in the Standard Terms and Conditions, Van Amedye McAuslands shall not be liable to the Client by any reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the expressed terms of the Instructions, for any loss of profit or any indirect or consequential loss, damage, costs, expenses or other claims (whether caused by the negligence of Van Amedye McAuslands, its servants or agents or otherwise) which arise out of or in connection with the provision of the services specified in the instructions or they are used by the Client.

C) The entire liability of Van Amedye McAuslands under or in connection with the Instructions shall be limited to a sum calculated on the basis of ten times the charges invoiced by Van Amedye McAuslands for the work which is subject to the claim or £100,000 which ever shall be the greater.

D) Van Amedye McAuslands shall not be liable to the Client or be in breach of the Instructions by reason of any delay in performing, or any failure to perform, any of Van Amedye McAuslands' obligations in relation to the Instructions, if a delay or failure is due to and cause beyond Van Amedye McAuslands' reasonable control.

E) Notice in writing of any claim arising against Van Amedye McAuslands shall be notified to Van Amedye McAuslands in writing and shall be brought within three months of the completion of the work specified in the Instructions. In any event Van Amedye McAuslands will be discharged from all liability if any claim is not brought within one year of the date of completion of the work as specified in the Instructions.



Indemnity

7.

A) The Client agrees to indemnify Van Amedye McAuslands in respect of any liability incurred by Van Amedye McAuslands during the proper execution of the Client's Instructions.

B) Van Amedye McAuslands shall have no liability whatsoever to any third party to whom the Client has forwarded any report prepared by Van Amedye McAuslands. The Client agrees to indemnify Van Amedye McAuslands in respect of any claim brought by a third party in such circumstances.

Dispute Resolution and Jurisdiction

8.

English law shall apply to contract and the parties agreed to submit the exclusive jurisdiction of the English Courts at such place as Van Amedye McAuslands in its sole discretion shall designate.