

**Francis Kelly BBS (Hons), DipMarSur, GradIIMS**  
**Kelly Marine Surveys**  
**75 Avondale,**  
**Trim,**  
**Co. Meath**  
**Phone: +353868622626**  
**Email: [info@kellymarinesurveys.ie](mailto:info@kellymarinesurveys.ie)**  
**Web: [www.kellymarinesurveys.ie](http://www.kellymarinesurveys.ie)**

### **Marine Survey Agreement**

Please return to above before the commencement of survey. A copy will be provided for personal records.

We of above have been requested to exact a \_\_\_\_\_ survey for below vessel;

**Name of Vessel:**

**Vessel Type:**

**LOA:**

**Year:**

**Construction:**

**Location of Survey:**

**Agreed Date and Time of Survey:**

**Survey Fee (Includes All Expenses and VAT):**

Terms and Conditions

I (Client) hereby agree to pay expenses incurred reasonably and factually for the completion of above survey (and all other inclusive charges and/or tariffs relative to the survey) as agreed with Surveyor. Arrangements and payment for haul-out are the responsibility of the party contracting for the survey, and not included in survey fee.

It's further understood that all examinations for the above survey be completed in a bona fide manner. The survey shall yield information and data to the damage of said yacht and its current valuation and it is understood that any recommendations will pertain only to damage and evaluation of the yacht. It is also understood that any "Urgent Recommendation" that isn't acted upon for the reasons of insurance and compliance will leave me (The Client), liable financially. Liability for the said report shall be to the client and only to the client unless otherwise agreed with the survey agent(s).

The report shall be released in full only upon receipt of full payment in relation to the agreed upon survey contract.

Access to the underside of the vessel is required; therefore the vessel must be out of the water prior to inspection. Inspection will not be carried out if the manner in which the vessel is supported is unstable or inherently dangerous.

The survey will be visual but may include the removal of certain fittings and fixtures for access. No destructive testing will take place.

The Pre-Purchase Marine Survey report will be issued for the exclusive use of the client and may contain information that is privileged, confidential and exempt from disclosure under applicable law.

A written report with photographs will be prepared in PDF format within three to five working days after a thorough visual examination of the hull, machinery, systems, rigging, hardware and equipment and will contain a comprehensive description of the vessel and installed equipment and will include: the "Findings and Recommendations" required for correction to

reasonably ensure that the vessel is fit for its intended service, a statement of the "Fair Market Value and Replacement Cost" of the vessel, and will be submitted in good faith, without prejudice and will constitute a description of the condition of the vessel at the time of survey. Minor cosmetic defects not materially affecting value may not be addressed.

Code of Practice: The Safe Operation of Recreational Craft issued by the Department of Transport, Tourism and Sport, available at <http://www.dttas.old.gov.ie/maritime/english/code-practice-safe-operation-recreational-craft/?referrer=/maritime/english/code-practice-safe-operation-recreational-craft/>, will be used as a guideline in the conducting of the survey but, complete compliance with such standards varies with the intended service of the vessel, and is not guaranteed.

The vessel should be prepared for survey with compartments unlocked, stores and excess equipment removed and maximum access to all areas of the vessel provided. Locked compartments or lockers will not be inspected.

Engines, machinery and equipment may be inspected while operating only when the owner, owner's representative, Skipper or Broker is present to operate it. Fixed parts, joinery or fasteners will not be removed nor will any destructive testing be performed without written consent of the owner. In cases where the condition of engines is critical it is recommended that a qualified marine mechanic be engaged for a separate mechanical survey.

Sailing vessel spars & rigging will be visually inspected from the deck level only unless otherwise agreed. This will be subject to certain terms. The working sails will be inspected during the sea trial (if required). Furled or bagged sails will not be inspected unless other arrangements are made. Further inspection by a qualified rigger or sail maker may be recommended.

The surveyor is not a qualified gas engineer. Therefore, gas installations will be commented on and are for guidance only. Advice will be given on installations that do not conform to standards set out in Marine Notice No 37 of 2017 <https://www.gov.ie/pdf/?file=https://assets.gov.ie/21750/81952014da6d456dbc49b2f48c8452f9.pdf#page=1>

Determination of inherent design and stability characteristics is beyond the normal scope of a marine survey. The survey report is not to be considered an inventory or a warranty, either specified or implied and will not express or guarantee the future condition of the vessel.

The client is encouraged to attend the survey and verbal consultation may be provided. Payment is due at the time of inspection unless other arrangements have been made. Notice to cancel this survey must be received three days prior to the survey or the entire survey fee will be due and payable.

In the event that this surveyor is called upon, after rendering a Marine Survey Report, to explain, modify or supplement the report, or its contents, or should the surveyor be called upon to render expert advice, testimony or to provide survey expertise in any dispute in litigation (or not), the surveyor will be compensated by the client in accordance with the fees customarily charged in the surveying industry.

If the survey is terminated during the onsite inspection due to unsatisfactory findings or any other reason within the control of the client, the charge will be a minimum of 75% of the quoted fee. A written report will not be provided.

#### LIMITED LIABILITY:

1. The survey will be conducted in accordance with generally accepted marine standards and criteria utilized in the marine surveying industry. Persons or entities entitled to rely upon this report are advised that this surveyor is not an engineer nor does he possess any specialized knowledge beyond the degree of skill commonly possessed by others in the same employment.

2. Surveyor shall have no liability for consequential damages, no liability for personal injury damages, no liability for property loss damages, no liability for punitive damages, all of which shall be deemed to have been knowingly and voluntarily waived upon use of the survey report.

3. In no event shall the legal liability of the undersigned exceed the fee paid for this survey report, regardless of claims or suits and regardless of whether under theory of tort, contract, products liability, admiralty, or otherwise.

4. The survey report is for the sole use of the client as listed above. No liability is expressed nor offered to use by third parties.

5. In no event shall the legal liability of the surveyor ever exceed the fee paid to the surveyor of issuance of this report.

6. In the event of a dispute, any claims against the surveyor 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 survey report to the client. These conditions shall be governed by and construed in accordance with Irish law, and Irish law shall be used to interpret the conditions and for resolving all claims or disputes arising out of or connected with them (whether based on contract, tort or any other legal doctrine). Any such claim or dispute not settled by negotiation shall be settled by arbitration.

Signature:

Date: