



H T Bettle & Co

Marine Yacht Surveyor



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Hustler 30



Vessel name: [REDACTED]

Type of vessel: Hustler 30 Fin Keel GRP Masthead sloop

Vessel Lying: [REDACTED]

Owner: [REDACTED]

Email: [REDACTED]

Date of Survey: 07/12/2020

Survey was conducted for [REDACTED] for the purpose of insurance
and valuation by Henry Bettle AMSCMS AMRINA AMIMarEST BEng, Marine
Surveyor.

Contents:

Vessel Details and principle dimensions:.....	3
Survey conditions:.....	3
Survey Limitations:.....	3
Condition Report:.....	4
Hull External:	4
Keel/Skeg:	5
Stern Gear:	6
Topsides:	7
Deck and Superstructure:	8
Deck gear:	10
Hull Internal:	10
Cockpit:	11
Interior:	12
Machinery:	12
Fuel system:	13
Gas systems:	14
Electrical Installation:	14
Water system:	15
Toilet installation:	16
Mast, rigging and sails:	16
Safety Gear and Navigation Equipment:	19
Recommendations:.....	20
Conclusions:.....	21
Valuation:.....	21
Terms and Conditions.....	22

Vessel Details and principle dimensions:

Name: [REDACTED]

- Type: Hustler 30 Fin Keel GRP Masthead sloop
- Builder/ Designer: Tyler Boat Co. (UK)/ Holman & Pye
- Year built: 1973
- Engine: Yanmar 2YM15 (2015)
- NR: [REDACTED]
- RT: 5 48/100

Dimensions:

- LOA: 30.00 ft / 9.14 m
- LWL: 22.67 ft / 6.91 m
- Beam: 9.16 ft / 2.79 m
- Draught: 5.60 ft / 1.71 m
- Displacement: 9,590 lb / 4,350 kg

Tankage:

- Fresh Water: 100 litres (two tanks) (22 gallons)
- Fuel: 33 litres (7.3 gallons)
- Water waste tank: 55 litres (12 gallons)

Sail Area:

- Main and Genoa: 443 sq ft / 41.2 sq m

*All data and information above has been given by others, obtained by outside sources or publications.

Survey conditions:

The survey was undertaken on the 07/12/2020. The survey took place on the hard at [REDACTED]. The weather conditions on the 07/12/2020 were cold and dry.

Survey Limitations:

The mast was stepped; hence, the rig was inspected to head height only. No dismantling of the hull, machinery or furniture took place, other than lifting or unscrewing portable boards and covers.

No dismantling of the engine took place and so the internal condition of the engine cannot be commented upon. Components hidden from view, such as the sump, crankshaft, camshafts, pistons, valves and cylinder head gaskets could not be examined for latent defects. No compression tests of the cylinders took place. Comments can only be made regarding the performance and general condition of the engine on the day of the inspection. No guarantee can be made regarding the life expectancy of the engine.

The engine could not be tested as the vessel was on the hard for the entirety of the survey.

The skin fittings could not be checked for leaks as the vessel was on the hard for the entirety of the survey.

This report is subject to the conditions set out in the "terms and conditions" section of this report.

Introduction:

██████████ is a Hustler 30 Fin Keel GRP Masthead sloop. The vessel has a white hull and a light grey superstructure.

The vessel's name ██████████ is displayed upon the transom of the yacht.

Condition Report:

Hull External:

Construction: The hull is constructed of GRP that is stiffened by internal mouldings, plywood bulkheads, semi-bulkheads, bonded-in locker dividers, glassed-in stringers and floor moulding support beams.

The hull's GRP construction utilises a lay-up of polyester resin, mixed-strand glass-fibre matting and woven rovings finished with pigmented gelcoat. The thickness of the hull increases around the encapsulated keel area. Deck fittings were found to be reinforced by plywood pads.

The underwater area of the hull was found to be coated with a blue antifoul. This was found to be in an end of season condition. The antifoul is flaking in a number of places. The vessel would benefit from the layers of antifoul being sanded back before a fresh coat is applied for the next season. The hull was tapped over at random in its entirety with a small rubber hammer, and there were no signs of any voids or delamination detected.



The hull has undergone professional osmosis treatment in 1995. There were no signs of blistering, due to osmosis, on the GRP hull.

Moisture readings: Moisture readings were taken using a Tramex Skipper Plus randomly over the entirety of the hull. The weather conditions on the 07/12/2020 were cold and dry. Readings ranged from 16 to 24 on the port side, and 15 to 26 on the starboard side (average 21.2 on port and 21.6 on starboard). Readings below 14 are considered good. Readings below 18 are considered acceptable. The readings taken on the 07/12/2020 are high. However, there are no

signs of blistering forming on the hull below the waterline, which would be a clue that osmosis is occurring. The vessel has also only just been lifted from the water. I would suggest that the moisture readings would be lower if the vessel was allowed to dry out properly for two weeks. The moisture readings taken are therefore acceptable for a vessel of this age, and not a concern to the vessel at this time.

Skin Fittings: All skin fittings below the waterline were found to be in a good condition externally, with no signs of galvanic corrosion on the fittings.



Recommendations:

- Keeping the vessel out of the water for 5 to 6 months over winter will help to keep the moisture levels within the hull at an acceptable level.

Keel/Skeg:

Description: [REDACTED] has an encapsulated iron fin keel. The area of GRP around the base of the keel is thicker to prevent any damage from grounding.

Hull/Keel join: No areas of cracking, or stress related fractures, were noted around the encapsulated keel, both internally and externally.

Keel: The encapsulated keel was found to be in a good condition overall, with no evidence of expansion of the iron, due to moisture ingress, noted. There are no signs of heavy grounding on the base of the keel noted.



Keel bolts: All keel bolts were found to be in a good condition, with no signs of movement, or "weeping" noted.



Stern Gear:

Rudder: The vessel's rudder is a skeg-hung type and is constructed of GRP. This is in a good condition overall.

Moisture readings: Moisture readings of the rudder were taken at random over its entirety and found to range from 20 to 30. These readings are high, but common for this design of rudder and its age. No signs of blistering on the rudder, due to osmosis, was noted.



There is a small amount of lateral movement in the lower skeg mounting. This is a minor issue at this time. I recommend that the lateral play is monitored yearly for an increase. If the play becomes excessive, the lower mounting may need to be replaced.

Propeller: The vessel is fitted with a 3-bladed bronze propeller, attached to a conventional shaft running through a cutlass bearing and "P" bracket. The propeller was found to be in a good condition, with no evidence of pitting or damage due to fouling noted. The propeller would benefit from having the multiple layers of antifoul removed.

The shaft and "P" bracket were both found to be in a good condition.

The cutlass bearing was found to be badly worn. The cutlass bearing should be replaced before the vessel is launched for the next season.



Anodes: There is a shaft anode, and a small "P" bracket circular anode, fitted to [REDACTED]. Both anodes are depleted, showing that they have been effective this season. Both anodes should be replaced for the next season.



Recommendations:

- The minor lateral play from the lower rudder mounting should be monitored yearly. If the play becomes greater, the lower mounting may need to be replaced.
- The cutlass bearing will need to be replaced before the next season.
- Both anodes should be replaced for the next season.

Topsides:

The white topsides, with gold strake stripe, are in a good condition overall. Taptests of the hull in 10 random locations, spanning the whole of the topsides, found that this was in a good condition, with no signs of delamination or weaknesses forming. The strake stripes were found to be in a good condition.



Moisture readings were taken over the entirety of the topsides and were found to average 10 on both sides. These averages are both low and not an issue to the vessel.

Mooring damage /Abrasion: There are no major cracks or scratches on the topsides of the vessel.

Transom: The transom is in a good condition overall. There is a small area of gelcoat damage on the lowest point of the transom. This is not a concern at this time.



Bow: The bow of [REDACTED] was found to be in a good condition, with no areas of damage noted.

Deck and Superstructure:

The superstructure consists of a deck, a coachroof and a cockpit in one moulding of GRP. The deck, coachroof walk area and cockpit are of a sandwiched core construction and are stiffened by glassed-in lateral members and fore and aft stringers. Areas of load are backed with plywood plates, which were found to be in good order, where access was possible.

The deck and coachroof of the vessel still have their original light grey and white gelcoat. This is in a good condition overall. There are minor areas of pinhead blistering on the deck or coachroof. This is a cosmetic issue only. There are no areas of major cosmetic damage on the deck and superstructure of [REDACTED]



I both walk-tested and percussion-tested the superstructure with a rubber-faced hammer and found no signs of flexing, or degradation of the core.

Moisture readings of the deck and coachroof were taken and all found to be acceptable.

Hull - deck join: The hull and deck were found to be joined together by an inward flange joint, which was internally bonded and bolted at 6" intervals. The joint is finished by a timber toerail. The joint was found to be in good order and appropriate for the size of the vessel.

Toe rail: The timber toe rail was found to be in a good condition.

Windows: It was a dry day when the vessel was surveyed. The two main saloon windows, as well as the heads and storage area windows, have all been recently replaced and were found to be in a good condition overall.

The fore-berth window was found to be dripping slowly during the survey. The window was also found to be crazed. I recommend that the fore-berth window is replaced and resealed.



Hatches: The main V-berth hatch shows no signs of leaking or damage of the frame and was found to be in a good condition overall.



Recommendations:

- The fore-berth window should be replaced and re-sealed.

Deck gear:

The following deck gear was found to be present on [REDACTED]

- Three bow cleats.
- Four cockpit cleats.
- One coachroof cleat.
- One stern cleat.
- Pulpit, pushpit and stanchions (3 each side)
- Seven winches (Two on the mast [Lewmar 8], one on the coachroof [Lewmar 8] and four in cockpit [Lewmar 40 and 16])
- Timber grabrails on the coachroof.
- Main hatch and wash boards
- Chainplates
- Bow roller
- 7.5kg CQR anchor with chain and warp below V-berth.
- 12.5kg Danforth type anchor with chain and warp opposite heads.
- water filler caps

All winches were found to be in a serviceable condition. All winches would benefit from being serviced for the next season.

All other equipment was found to be in a good condition other than what has been mentioned above.

Recommendations:

- Service all the onboard winches.

Hull Internal:

Condition of bilges: Access to the bilge is made by lifting the saloon sole boards and through the engine compartment. All portable boards were lifted for inspection. The bilges were found to be clean and dry in the most part, with a small amount of fresh water under the saloon sole boards. No signs of stress cracks or damage was noted. One Tsunami automatic bilge pump is fitted below the saloon. This was found to be working correctly. A manual bilge pump is fitted below the saloon floor. This was working correctly when tested. Two manual bilge pumps are fitted at the rear of the cockpit. Both bilge pumps were found to be working correctly during the survey. A replacement bilge pump, and a bilge pump servicing kit, was also found onboard.



Skin fittings: A table of all the skin fittings onboard is shown below:

Use	Size/Type	Location	Nr of clips	Operational
Engine inlet	3/4" ball valve	Behind engine	1	Good
Cockpit drain (2)	1 ½" ball valve	Behind engine	2	Stiff
Depth and speed transducer	Standard transducer	Below chart table	Na	Good (blank also good)

*The seacocks were all left as they were found.

The engine inlet seacock should have two jubilee clips connecting it to its corresponding pipe.

Both cockpit drain seacocks were found to be stiff. Both seacocks should be serviced for the next season.



Stiffeners Attached: The stiffeners strengthening the keel mounting were found to be in a good condition.

The marine ply main bulkheads, located forward and aft of the mast mounting, were found to be in a good condition, with no signs of the bulkheads coming away from the coach roof.

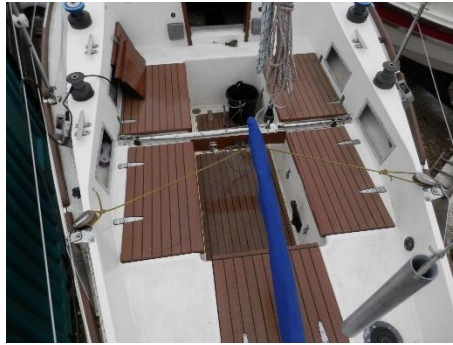
The hull is further stiffened by plywood semi-bulkheads in the saloon and rear of the cockpit, and locker dividers, all of which are properly attached with glassed-in bondings.

Recommendations:

- Add a second jubilee clip to the engine inlet seacock.
- Service the two cockpit drain seacocks.

Cockpit:

The vessel benefits from a spacious and safe cockpit. Large cockpit scuppers are fitted for drainage. The vessel has tiller steering. There are five large cockpit lockers located to port, starboard, and aft of the cockpit. These were all found to be in a clean and tidy condition. The gas locker is located in the rear portside locker. The TekDek mounted to the cockpit floor and hatches was found to be in a good condition.



Interior:

The interior is created by a hardwood-faced marine plywood. There is a two-berth forecabin, a separate heads compartment to port amidships, a storage compartment to starboard amidships, and a saloon. The saloon has a settee seat either side, two three single berths, a chart table to port, and a galley to starboard. The joinery below was found to be in good order and the finish too being in a good condition. The floorboards in the saloon were found to be in a good condition. The upholstery and woodwork are in a good condition.



Machinery:

A Yanmar 2YM15 marine diesel engine is properly secured to substantial beds and bearers. The engine was fitted to the yacht in 2015. The engine number is E06745. The engine hours are 130.

The engine was not started during the inspection. The engine and gearbox oils were found to be at the correct levels and clean. Externally, the engine is in a good condition, with little signs of corrosion or damaged paintwork. The piping and filters on the engine are in a good condition.

The engine mountings were found to be in a fair condition, with a layer of surface corrosion noted over all mountings. Although this is not a structural issue at this time, I recommend that all mountings are cleaned, rust treated and protected. This will prevent further corrosion of the mountings.

The engine wiring is in a good, tidy condition. The bilges below the engine were found to be clean and dry.

The exhaust rubber pipe, elbow and silencer were all found to be in a good condition.

The engine has been serviced yearly from new by Cutler Marine.



The grease packed stern gland was found to be in a good condition, with no signs of damage noted.



Recommendations:

- Clean, rust treat, and protect the engine mountings.

Fuel system:

There is a 33L plastic fuel tank fitted at the aft of the cockpit. The tank is held in place by straps.



The fuel tank was found to be in a good condition, with no areas of damage noted. The fuel tank is properly secured to the vessel, and cannot move around in the aft locker.

All piping and valves were found to be in a good condition and secured properly to the boat. The fuel filter, located to starboard of the engine, was found to be in a good condition.

No smell or sign of fuel in the bilges or around the tank was noted.

Gas systems:

The gas system has a single gas butane bottle located in the rear portside cockpit locker. The gas locker is well vented and self-draining.

The gas system was professionally inspected in 2018. This certificate expired in April 2019. The orange rubber gas hose (dated 09/2018), regulator, copper piping where visible, stop valve and braded hose, were all found to be in a good condition.



The Plastimo Pacific 2000 oven was found to be in a good condition, with no areas of damage or corrosion noted.



Electrical Installation:

The vessel has two batteries fitted onboard. These are both located below the chart table. Both batteries look to be in a good condition, with no signs of any leaking. Both batteries are housed and vented correctly.

A voltmeter was used to check the output of each battery, which found that both batteries were producing a good output voltage.

The two batteries are connected to one large isolator switch. The isolator switch is located below the chart table.



A switch board is located above the chart table.



During the survey, every item on the switch board was tested. There were no issues with the switchboard, and everything worked as it should. The masthead navigation light could not be seen working due to the bright conditions.

Shore power has also been fitted to the yacht. The fuse box for the shore power is located below the chart table seat. The shore power was tested during the survey and found to be working well.

Wiring: All wiring, where visible, was found to be in a good condition.

Recommendations:

- Test the masthead navigation light in darker conditions.

Water system:

Two 50L Plastimo "soft" water tanks are fitted to [REDACTED]. The tanks are located under either side of the saloon. The tanks externally were found to be in a good condition, with no signs of water leaking from the tanks into the bilges.



The piping coming out of the tanks is in a good condition and is well secured throughout the vessel.

There is a 55L Osculati soft water waste tank located below the saloon sole boards. The tank was found to be in a good condition where visible. The tank is drained using a foot pump, mounted below the saloon sole boards. The pump was tested and found to be working correctly during the survey.



There are two manual water pumps located onboard (heads and galley). Both water pumps were found to be working correctly during the survey.

Toilet installation:

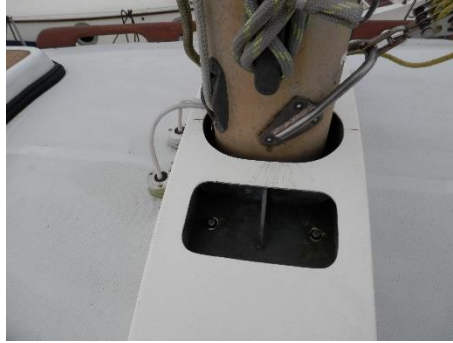
There is a Safari chemical toilet system fitted to this yacht. The toilet was found to be in a good condition, with no signs of leaking noted. The toilet is correctly mounted to the vessel.



Mast, rigging and sails:

As the mast was stepped for this survey, the mast could only be examined from head height downwards. The Proctor mast is constructed of aluminium and has one pair of spreaders.

The mast is stepped by a galvanised steel deck plate and supported internally by the plywood main bulkheads. The mast step was found to be in a good condition, with no signs of cracking, distortion or stress related marks.



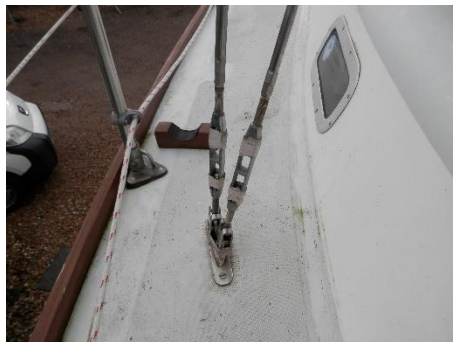
Moisture readings of the area of coachroof surrounding the mast deck plate were taken and found to all be acceptable.

The following stainless-steel wire shrouds with roll-swaged eye toggle terminals were present:

- Forestay
- Babystay
- Backstay
- One lower shroud per side
- One cap shroud per side

The standing rigging was all replaced in 2013. From head height downwards, the standing rigging was found to be in a good condition.

Bottle screws are fitted at the base of each shroud. All are correctly fastened with split pins.



The boom was found to be in a good condition.

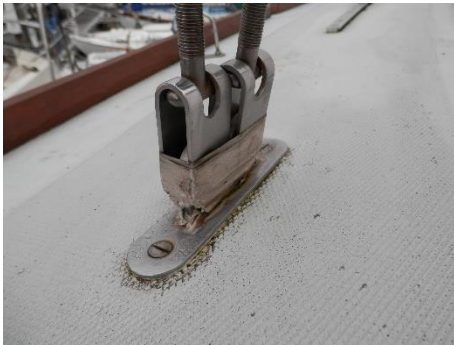
The chainplates on [REDACTED] include:

- Substantial stem head fitting for the forestay.
- "D" ring fitting for the babystay
- Substantial strip fitting for the backstay.
- Hull mounted fittings for the cap and lower shrouds (one each side).

All the chainplates are well-attached to the hull and were found to be in good order.

No cracking of the hull connected to the internal chainplates was noted.

The starboard side shroud chainplate was originally glassed into the hull. The chainplate has been uncovered. Minor rust staining is emitting from the chainplate. I recommend that the deck cover plate is re-bed using fresh bedding compound.



The running rigging was found to be in a good condition.

Mainsail: The mainsail is in a good condition overall, benefiting from being recently professionally laundered.

Headsail: The genoa, with white UV strip, was found to be in a good condition overall, benefitting from being recently professionally laundered. [REDACTED] also has a storm jib. This was found to be in a good condition.

There is a spinnaker located below the V-berth of the vessel. This was found to be in a good condition where visible.

Recommendations:

- Re-bed the starboard side shroud deck plate with fresh bedding compound.



Safety Gear and Navigation Equipment:

The following safety and navigation equipment are fitted to

Item	Location	Condition
Fire extinguishers	1 (saloon), 1 (engine), 1 (aft cockpit locker [S])	All being replaced this season
Fire blanket	Galley	Good
Pilot gas alarm	Chart table	Good
Life Jackets (4)	Saloon	All serviced 20/11/2020
Flares	Port Saloon	Expired 12/2019
LED flare	Above engine bay	Good
CO alarm	Saloon	Good
Throwline	V-berth	Good
Life ring	Saloon	Good
Silva S15 VHF	Chart table	Good
Sea Data depth and speed	Chart table	Good
Garmin GPS 551	Chart table	Good
Nexus wind	Cockpit	Good
Nexus depth and speed	Cockpit	Good
Compass (2)	Cockpit	Good
Radar reflector	V-berth	Good
Simrad TP20 autopilot	Heads storage area	Good
Ocean Safety liferaft	Forward portside cockpit locker	Good
MOB kit	Starboard side forward cockpit locker	Good

All equipment was working as it should during the survey.

I recommend that the out of date flares are safely disposed of. A new set, suitable for the sailing conditions planned, should then be purchased.

Recommendations:

- The out of date flares are safely disposed of. A new set, suitable for the sailing conditions planned, should then be purchased.

Recommendations:

Recommendations have been put into three groups; "1)" is for items that may affect the structural aspects of the yacht and are more serious. "2)" are for recommendations that could affect the safety aspects of the yacht but are not structural. "3)" are for cosmetic and minor recommendations.

1)

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2)

- The cutlass bearing will need to be replaced before the next season.
- Add a second jubilee clip to the engine inlet seacock.
- The out of date flares are safely disposed of. A new set, suitable for the sailing conditions planned, should then be purchased.

3)

- Keeping the vessel out of the water for 5 to 6 months over winter will help to keep the moisture levels within the hull at an acceptable level.
- The minor lateral play from the lower rudder mounting should be monitored yearly. If the play becomes greater, the lower mounting may need to be replaced.
- Both anodes should be replaced for the next season.
- The fore-berth window should be replaced and re-sealed.
- Service all the onboard winches.
- Service the two cockpit drain seacocks.
- Clean, rust treat, and protect the engine mountings.
- Test the masthead navigation light in darker conditions.
- Re-bed the starboard side shroud deck plate with fresh bedding compound.

Conclusions:

██████████ is a good example of this classic sailing yacht. She is clean and structurally sound, and benefits from a smart interior, a good engine and relatively new safety and navigational equipment.

There are no major recommendations (section 1) that need addressing at this time. [REDACTED]" should provide her owner with many years of safe sailing.

Valuation:

This valuation has been arrived at after investigating the price of similar vessels on the market and by considering the condition of the vessel together with its rig, mast, engine and sails.

Signed by



Henry Bettle BEng (Hons) AMRINA AMSCMS AMIMarEST

Marine Surveyor

H T Bettle & Co

Terms and Conditions

1. Definitions

"Surveyor"/"Consultant" is the Surveyor/Consultant trading under these conditions.

"Client" is the party at whose request or on whose behalf the Surveyor/Consultant undertakes surveying services.

"Report" means any report or statement supplied by the Surveyor/Consultant in connection with instructions received from the Client.

"Disbursements" means the cost of all reasonable photography, reproduction of drawings, diagrams, sketches and printing, duplicating and, where applicable, electronic transmission fees, and all reasonable and appropriate expenses including travel, subsistence and hotel accommodation where an overnight stay is necessary.

"Fees" means the fees charged by the Surveyor/Consultant to the Client and including any value added tax where applicable and any Disbursements.

2. Scope

The Surveyor/Consultant shall provide its services solely in accordance with these terms and conditions.

3. Work

The Client will set out in writing the services which it requires the Surveyor/Consultant to provide. The Surveyor/Consultant will confirm in writing that it accepts those instructions or alternatively what services it will perform in connection with the Client's instructions. Once the Surveyor/Consultant and the Client have agreed what services are to be performed (the Services) any subsequent changes or additions must be agreed by both parties in writing.

4. Payment

The Client shall pay the Surveyor/Consultant's Fees punctually in accordance with these Conditions and in any event not later than 10 days following the relevant invoice date, or in such other manner as may have been agreed in writing between the parties. Any delay in payment shall entitle the Surveyor/Consultant to interest at 8% above the Base Lending Rate of the Bank of England prevailing at the time of default.

5. Obligations and Responsibilities

(a) Client: The Client undertakes to ensure that full instructions are given to the Surveyor/Consultant and are provided in sufficient time to enable the required Services to be performed effectively and efficiently and to procure all necessary access for the Surveyor/Consultant to goods, premises, vessels, installations and transport and to ensure that all appropriate safety measures are taken to provide safe and secure working conditions. The Surveyor/Consultant shall not be liable for the consequences of late, incomplete, inadequate, inaccurate or ambiguous instructions.

(b) Surveyor: The Surveyor/Consultant shall use reasonable care and skill in the performance of the services in accordance with sound marine surveying/consulting practice.

(c) Reporting: The Surveyor/Consultant shall submit a final written Report to the Client following completion of the agreed Services describing the Surveyor's/Consultant's findings and the condition and/or quality of the object and/or purpose of the assignment, unless otherwise expressly instructed by the Client not to do so.

(d) Confidentiality: The Surveyor/Consultant undertakes not to disclose any information provided in confidence by the Client to any third party and will not permit access to such information by any third party unless the Client expressly grants permission save where required to do so by an order of a competent court of law.

(e) Property: The right of ownership in respect of all original work created by the Surveyor/Consultant remains the property of the Surveyor/Consultant.

(f) Conflict of Interest/Qualification: The Surveyor/Consultant shall promptly notify the Client of any matter including conflict of interest or lack of suitable qualifications and experience, which would render it undesirable for the Surveyor/Consultant to continue its involvement with the appointment. The Client shall be responsible for payment of the Surveyor/Consultant's Fees up to the date of notification.

6. Liability

(a) Without prejudice to Clause 7, the Surveyor/Consultant shall be under no liability whatsoever to the Client for any loss, damage, delay or expense of whatsoever nature, whether direct or indirect and howsoever arising UNLESS same is proved to have resulted solely from the negligence, gross negligence or wilful default of the Surveyor/Consultant or any of its employees or agents or sub-contractors.

(b) In the event that the Client proves that the loss, damage, delay or expense suffered was caused by the negligence, gross negligence

or wilful default of the Surveyor/Consultant aforesaid, then, save where loss, damage, delay or expense has resulted from the Surveyor's/Consultant's personal act or omission committed with the intent to cause same or recklessly and with knowledge that such loss, damage, delay or expense would probably result, the Surveyor's/Consultant's liability for each incident or series of incidents giving rise to a claim or claims shall never exceed a sum calculated on the basis of ten times the Surveyor's/Consultant's charges.

(c) Without prejudice to (a) and (b) above, the Surveyor/Consultant shall not be liable for loss of or damage to physical equipment and property placed at its disposal by, or on behalf, of the Client however such loss or damage occurs, unless such loss or damage was caused by act or omission committed with intent to cause some or recklessly with knowledge that such loss or damage would probably result.

7. Indemnity

Except to the extent and solely for the amount therein set out that the Surveyor/Consultant would be liable under Clause 6, the Client hereby undertakes to keep the Surveyor/Consultant and its employees, agents and sub-contractors indemnified and to hold them harmless against all actions, proceedings, claims, demands or liabilities whatsoever or howsoever arising which may be brought against them or incurred or suffered by them, and against and in respect of all costs, loss, damages and expenses (including, but not limited to, legal costs and expenses on a full indemnity basis) which the Surveyor/Consultant may suffer or incur (either directly or indirectly) in the course of the Services under these Conditions.

8. Force Majeure

The Surveyor/Consultant and/or the Client shall not, except as otherwise provided in these Conditions, be responsible or have any liability for any loss, damage, delay or failure in performance hereunder arising or resulting from act of God (including, but not limited to earthquake, flood, tsunami, volcano, hurricane, tropical storm, cyclone, blizzard or other similar event), act of war, terrorist attack, nuclear contamination, seizure under legal process, epidemic quarantine restrictions, strikes, boycotts, lockouts, riots, civil commotions and arrest or restraint of princes, rulers or people. Following a force majeure event either party may serve notice on the other to terminate the agreement.

9. Insurance

The Surveyor/Consultant shall affect and maintain, at no cost to the Client, Professional Liability Insurance for such loss and damage

for which the Surveyor/Consultant may be held liable to the Client under these terms and conditions.

10. Surveyor's/ Consultant's Right to Sub-contract

The Surveyor/Consultant shall have the right to sub-contract any of the services provided under the Conditions, subject to the Client's right to object on reasonable grounds. In the event of such a sub-contract the Surveyor/Consultant shall remain fully liable for the due performance of its obligations under these Conditions.

11. Time Bar

Any claims against the Surveyor/Consultant by the Client shall be deemed to be waived and absolutely time barred upon the expiry of 6 months from the submission date of the Report to the Client.

12. Jurisdiction and Law

These Conditions shall be governed by and construed in accordance with the laws of England and Wales and any dispute shall be subject to the exclusive jurisdiction of the English Courts.