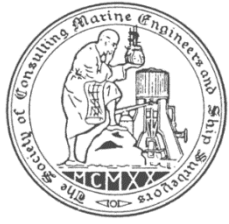


H T Bettle & Co



# H T Bettle & Co

Marine Yacht Surveyor



Gateways Lodge, Marine Drive, West Wittering, PO208HE.

Tel: 07545753074

htbettle@gmail.com

htbettle-yachtsurveys.com



Jeanneau NC9



Vessel name: [REDACTED]

Type of vessel: Jeanneau NC9.

Vessel Lying: Swanwick Marina, Hamble.

Purchaser: [REDACTED]

Email: [REDACTED]

Date of Survey: [REDACTED]

Survey was conducted for Mr Ed Davies for the purpose of pre-purchase, condition and valuation by Henry Bettle AMSCMS AMRINA AMIMarEST BEng, Marine Surveyor.

Contents:

Vessel Details and principle dimensions:.....	3
Survey conditions:.....	3
Survey Limitations:.....	3
Introduction:.....	4
Condition Report:.....	4
Hull External: .....	4
Stern Gear: .....	5
Topsides: .....	6
Deck and Superstructure: .....	7
Deck gear: .....	9
Hull Internal: .....	10
Sprayhood, Dodgers and Other Canvas Work: .....	11
Cockpit: .....	12
Interior: .....	12
Machinery: .....	14
Fuel system: .....	15
Gas systems: .....	15
Electrical Installation and equipment: .....	16
Water system: .....	18
Toilet installation: .....	19
Safety Gear: .....	19
Recommendations:.....	20
Conclusions:.....	21
Valuation:.....	21
Terms and Conditions.....	22

**Vessel Details and principle dimensions:**

Name: [REDACTED]

- Type: Jeanneau NC9.
- Builder/ Designer: Jeanneau/ Garroni Design
- Model: NC9
- Year built: 2016
- Engines: Volvo Penta D4.260
- CE Category B - 8 persons

Dimensions:

- LOA: 30 ft 11 in / 9.43m
- Beam: 10 ft 4 in / 3.15m
- Draught: 3 ft 9 in / 1.15m
- Height Clearance: 11 ft 2 in / 3.41m
- Displacement: 4,830kg (9656lbs)

Tankage:

- Fresh Water: 160 litres (35.2 gallons)
- Fuel: 300 litres (66 gallons)

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

**Survey conditions:**

The survey was undertaken on the [REDACTED]. The survey took place on the water at [REDACTED], as well as on the hard to inspect the underside of the vessel. The weather was warm and dry throughout.

**Survey Limitations:**

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.

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

**Introduction:**

██████████ is a Jeanneau NC9. The vessel has a white and grey hull, and a white superstructure, with black antifouling.

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

**Condition Report:**

**Hull External:**

Construction: The hull is constructed of GRP that is stiffened by internal mouldings, 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. Deck fittings were found to be reinforced by plywood pads.

The underwater area of the hull was found to be coated with a black antifoul. The antifoul has been applied well and shows no signs of flaking. 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. No visual signs of osmosis blistering were found on the hull.



Moisture readings: Moisture readings were taken using a Tramex Skipper Plus randomly over the entirety of the hull below the waterline. The hull was still wet when moisture readings were taken. If the hull was left to dry out for 48 hours, I would expect the moisture readings to be lower. Readings ranged from 8 to 18 on both sides. Any reading of 18 or below is considered acceptable. Readings below 14 are considered good. The readings taken on the ██████████ are acceptable, and in my opinion would be reduced further if the vessel was left to dry out properly.

Wintering the vessel ashore each year will help to keep the moisture levels within the hull at an acceptable level.

Skin Fittings: All skin fittings were found to be in a good condition externally.

Recommendations:

- The vessel is stored ashore each winter for 4 to 5 months. This will help to prevent the hulls moisture levels from increasing.

**Stern Gear:**

Sterndrives: The vessel is fitted with one Volvo Penta sterndrive. The sterndrive was found to be in a good condition overall, with no major issues noted. The stern drive paint is flaking off. This is a cosmetic issue only. No areas of corrosion on the sterndrive were noted.

There is a small (0.5cm diameter) chip out of the lower Leading edge of the sterndrive. This is not an issue to the structure of the sterndrive.



The sterndrive was last professionally serviced in 15/04/2020. The bellows were found to be in a good condition where visible, with no signs of cracking or damage due to fouling noted. The bellows should be replaced every two seasons.

Propellers: The vessel is fitted with two stainless steel propellers. Both propellers were found to be in a good condition overall, with no signs of galvanic corrosion or pitting. No chips in the propeller foils, due to fouling, were noted.



Trim tabs: The trim tabs were found to be in a good condition overall, with no signs of corrosion noted. Both trim tabs have a circular anode bolted to them. These were found to be in a depleted condition, and should be replaced for the next season.

The trim tabs hydraulics were tested during the survey and found to be working well.



Anodes: As mentioned above, the trim tab anodes should be replaced for the next season.

There is a circular anode bolted to the hull on the portside of the sterndrive. This was found to be in a depleted condition and should be replaced for the next season.

The sterndrive main anode was found to be in a depleted condition and should be replaced for the next season.



Steering system: Minimal to no play was noted in the steering system.

Recommendations:

- All anodes onboard should be replaced for the next season.

**Topsides:**

The white and grey topsides of the vessel were found to be in a good condition overall. Taptests of the vessel 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 grey boot stripe was found to be in a fair condition overall. There is an area of damage to the stripe on the starboard side of the vessel (amidships), and on the starboard side further forward. These are both cosmetic issues only.



Moisture readings of the topsides were taken at 20 random locations and found to average 8 on both sides. These averages are good.

Mooring damage/ abrasions: No areas of mooring damage were noted on the topsides of [REDACTED]

**Deck and Superstructure:**

The superstructure consists of a deck, a coachroof and a cockpit in one moulding of GRP. The deck and coachroof are constructed using a sandwiched core and are stiffened by glassed-in foam 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.



I both walk-tested and percussion-tested the deck and superstructure with a rubber-faced hammer and found no signs of flexing, or degradation of the core. Moisture readings of the deck were taken at 20 random locations and were all found to be good.

The deck and superstructure were found to be in a good condition, with no evidence of any structural issues noted.

Mooring damage /Abrasion: There is an area of damage to the gelcoat and fibre glass matting on the portside of the anchor locker, between the anchor locker and anchor windlass. The damage is not a structural issue at this time. However, the fibreglass matting is showing in this area, which will allow moisture ingress into the deck over time. This area of damage should be sanded back to good GRP, then rebuild using layers of fibreglass and resin. The area can then be finished with a colour matched white gelcoat. A stainless-steel patch could be fastened to the repaired area, to prevent any future damage from the anchor chain.



There is a small chip in the gelcoat on the portside of the bow roller. This is a cosmetic issue only at this time. The chip should be filled using a gelcoat filler.



Transom: The transom is in a good condition overall, with no signs of collisions or stress cracking. The transom is in an end of season condition cosmetically and would benefit from being cleaned and polished.



Bathing platform: The bathing platform was found to be in a good condition, with no areas of structural damage noted. The teak decking was found to be in a good condition.

Hull - deck join: A shoebox flange joint has been used on this type of vessel, finished with a white rubber rubbing strake and stainless-steel band. The hull-deck joint was found to be in a good condition, with no signs of the deck coming away from the hull. Internally, where visible, the joint was found to be in a good condition.



Windows and windscreen: It was a dry day when the vessel was surveyed. There were no signs of leaks from any of the windows internally, or evidence of water damage of any of the interior woodwork.

The windscreen was found to be in a good condition, with no areas of damage noted.

The electric sunroof was found to be in a good condition, opening and closing correctly using the two switches in the saloon. No evidence of leaking from the sunroof was noted.

Hatches and doors: The main V-berth hatch was found to be in a good condition, with no evidence of the frame or rubber seals degrading.

The amidships double berth small hatch frame is beginning to corrode on the outside. This is a cosmetic issue only at this time.



The main saloon sliding doors, and helm position sliding door, were found to be in a good condition.

Recommendations:

- The area of damage on the portside of the anchor locker should be sanded back to good GRP, then rebuild using layers of fibreglass and resin. The area can then be finished with a colour matched white gelcoat.
- The chip on the portside of the bow roller should be filled with a gelcoat filler.

**Deck gear:**

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

- Two bow cleats.
- Two amidship cleats.
- Two stern cleats.
- Pulpit and stanchions in one fitting.
- Stainless-steel handrails (one each side of coach roof).
- Bow roller.
- Anchor chain locker.
- Electric anchor windlass.
- 12.5kg Delta type anchor on deck.
- Anchor chain.

- Boarding ladder (areas of rust stain emitting from joins).
- Fuel and water filler caps.
- Fenders (7).
- Warps (4).



The second from aft stanchion on the portside was found to be "wobbly". This should be re-bed using fresh bedding compound to prevent leaking into the hull.

There is minor gelcoat cracking under the starboard side amidships stanchion mounting. This is a cosmetic issue only at this time.



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

Recommendations:

- Re-bed the portside 2<sup>nd</sup> from aft stanchion using fresh bedding compound.

**Hull Internal:**

Condition of bilges: Access to the bilges are made by lifting the sole boards in the saloon and through the engine bay. All portable boards were lifted for inspection. The bilges were found to be dry and clean. No evidence of damage due to heavy grounding was noted. Moisture readings of the bilges were taken and found to all be good.

Bilge pumps: There are three bilge pumps present onboard [REDACTED]. Two automatic bilge pumps are located on the vessel and can be operated from the control panel at the helm position. One is located under the saloon floor. The other is located in the engine bay.

There is a manual whale bilge pump fitted to starboard of the cockpit. This was found to be working well.

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

Use	Size/Type	Location	Nr of clips	Operational
Toilet inlet	3/4" Ball valve	Under heads sink	2	Good
Toilet outlet	1 1/2" plastic valve	Aft of toilet bulkhead	2	Good
Heads sink	3/4" Ball valve	Under sink	2	Good
Raymarine skin fitting	Plastic fitting	Under cockpit floor	na	Good

All skin fittings were found to be in a good condition.



Stiffeners Attached: Glassed in stiffeners have been attached to the bilges to increase the structural rigidity of the hull. All stiffeners attached were found to be in a good condition, with no signs of cracking or delamination.

The main V berth bulkhead was found to be in a good condition, with no signs of the bulkhead coming away from the coach roof or bilge.

The hull is further stiffened by plywood semi-bulkheads and plywood locker dividers, all of which are properly attached with glassed-in bonding's.

**Sprayhood, Dodgers and Other Canvas Work:**

The vessel is fitted with a cockpit cover. The cover was found to be in a good condition overall, with no signs of tearing or damage noted. The top section of the cover is beginning to turn green with algae. The cover would benefit from being removed and professionally cleaned and protected.



Recommendations:

- Have the top section of the cockpit cover professionally cleaned and protected.

**Cockpit:**

The vessel benefits from a large cockpit that can be adjusted by sliding the rear seat forward or back. The sliding aft seat has a large storage compartment built in. There is a gas locker to starboard of the cockpit. The cockpit teak deck was found to be in a good condition.



There is a small gelcoat chip aft of the engine bay hatch, in the middle of the cockpit. This should be filled with a gelcoat filler.

There is an area of gelcoat cracking around the portside aft corner of the cockpit. This is a cosmetic issue only.



Recommendations:

- Fill the area of cockpit gelcoat damage with a gelcoat filler.

**Interior:**

The interior is created by a white gelcoat-faced GRP moulding, as well as hardwood-faced plywood. The interior was found to be in a very good condition overall.

There is a two-berth forecabin, a separate heads compartment to starboard, and a double berth to port amidships. The saloon has a settee which can be made into a double bed, a galley to port, and a helm position forward of the galley.



The upholstery is in a good condition overall, with one very small area of marking on the aft saloon seat cushion. The V-berth and amidships berth mattresses were found to be in a good condition.



The interior woodwork and lining are in a good condition. There are five areas of minor scuffing and scratches noted to the interior woodwork. These were all found to be cosmetic issues only.



All curtains were found to be in a good condition, with no areas of damage noted.

There is a large storage area beneath the saloon. This was found to be in a clean and tidy condition.

The headlining was found to be in a good condition.

**Machinery:**

One Volvo Penta D4 260hp duo prop diesel inboard engine has been fitted to [REDACTED]. The engine is original to the yacht. The hours are 139, which is low. The engine number is A471435. The engine has been professionally serviced yearly, most recently in 26/03/2020.



The engine was started during the inspection and ran well, going in and out of gear with ease.

The engine oil was found to be at the correct level. The oil is dirty and should be replaced for the next season.

Externally, the engine is in a good condition overall, with no signs of corrosion or flaking paint on the engine noted. The piping and filters on the engine were found to be in a good condition.

All engine mounts were found to be in a good condition, with no surface corrosion noted.

The engine wiring looks to be in a good condition, with nothing hanging too close to the engine.

The bilges below the engine were found to be clean and dry.

The exhaust system was found to be in a good condition.

Engine controls: The throttle and engines dials were found to be in a good condition when tested.

Bow thruster: The bow thruster was tested during the survey and worked correctly. Internally and externally, the thruster was found to be in a good condition, with no areas of damage or corrosion noted.

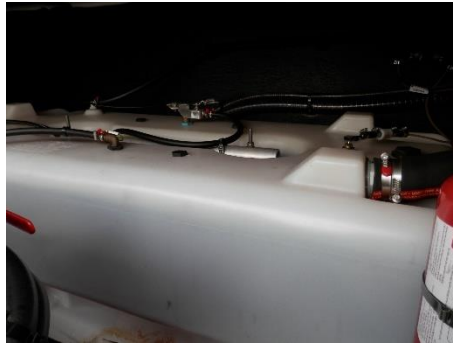


Recommendations:

- Replace the engine oil for the next season.

**Fuel system:**

There is one 300 litre plastic fuel tank fitted under the cockpit floor. The tank was found to be in a good condition, with no areas of damage noted. The tank is correctly fastened to the vessel. There was no smell or sign of fuel noted around the tank or in the bilges.



The rubber piping and tank valves were found to be in a good condition and secured properly to the boat. The fuel filter is in a good condition. All metal fittings have been earthed correctly. The emergency fuel shut off valve was found to be working correctly.



**Gas systems:**

The gas system has a gas butane bottle located in a locker on the starboard side of the cockpit. The locker is clean, well vented and self-draining.

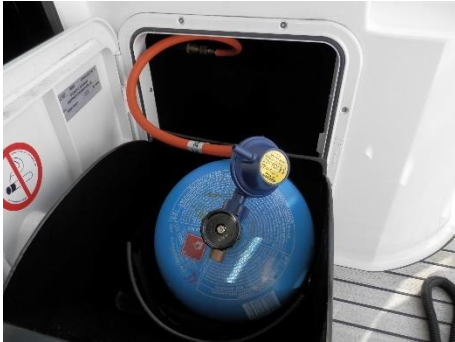
The orange rubber gas piping in the gas locker is due to be replaced in 2021. The regulator was found to be in a good condition.

The copper gas piping, where visible, was found to be in a good condition, with no areas of damage noted.

The gas shut off valve, aft of the hob, was found to be in a good condition and working correctly.

The orange gas piping, connecting the shut off valve to the cooker, should be replaced with a braided hose.

There is an Eno hob and oven fitted to [REDACTED] This was found to be in a good condition.



Recommendations:

- Replace the orange rubber gas piping behind the cooker with braided hose.

**Electrical Installation and equipment:**

The vessel has five batteries fitted onboard. Three 140AH AGM batteries are located in the engine bay. The three batteries are enclosed within proper battery boxes and are well vented.

The other two batteries are located under the V-berth bed (50AH AGM). These again are mounted properly in battery boxes and are correctly vented.

All batteries were checked using a voltmeter and found to be in a good condition.



There are three isolator switches located at the aft of the galley. These were all found to be working correctly. The wiring behind the switches is tidy and clean.



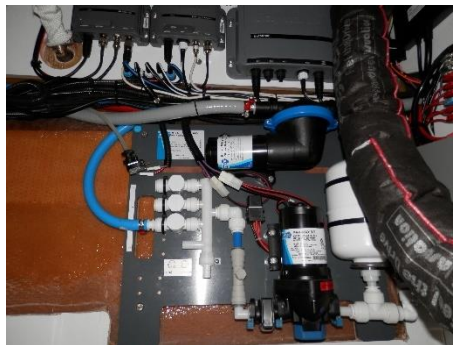


All the switches on the control panel, located at the helm, were tested. Everything was found to be working as it should.

The Fusion 300 stereo system could not be found or made to operate.



The shore power was tested and found to be working correctly. All the wiring and fuse boxes are in a good condition, with no signs of corrosion or damage.



The microwave and fridge were both found to be working well during the survey.

Recommendations:

- Locate and test the Fusion 300 stereo.

**Water system:**

One 160 litre plastic water tank is located under the saloon. The internal condition of the water tank was not checked. Externally, the tank is in a good condition, with no signs of leaking or damage to the tank.



The piping coming out of the tank is in a good condition where visible.

The water tank level gauge, mounted on the heads aft bulkhead, was reading empty during the survey. The tank should be filled to check if the gauge is working.

The pressurised water pump was found to be working correctly during the survey.

The heads tap, galley tap and shower, and cockpit shower, were all found to be working correctly.

Hot water: The hot water system was tested during the survey and found to be working correctly. The calorifier and piping are all in a good condition externally.



**Recommendations:**

- Check whether the water tank gauge is working by filling the tank.

**Toilet installation:**

There is a Jabsco electric toilet system fitted to this motor yacht. The toilet was found to be in a good condition when tested. The pipework is in a good condition and is the proper sanitary grade piping. The electric pump was found to be working correctly during the survey.



**Safety Gear:**

The following safety gear and navigation equipment is present onboard [REDACTED]

Item:	Location:	Condition:
Fire extinguisher (5)	1(V berth), 1(Helm), 3(engine).	<b>The helm and V-berth extinguishers should be serviced due to their ages. The 3 engine extinguishers should be replaced.</b>
Gas Alarm (CO)	Amidships berth	Good
Flares	<b>None found</b>	-
Lif jackets	<b>None Found</b>	-
Raymarine 9" chart plotter	Helm position	Good
Raymarine autopilot	Helm position	Good
Raymarine 260 VHF	Helm position	Good
Compass	Helm position	Good
Navigation lights	On deck	Good

The fire extinguishers in the engine bay should be replaced due to their ages (all expired 2019). The fire extinguishers in the saloon and v-berth should be serviced.

A set of life jackets and flares, suitable for the motoring conditions planned, should be purchased for the vessel.

**Recommendations:**

- Service or replace the fire extinguishers in the saloon and v-berth
- Replace the engine bay fire extinguishers.
- Purchase a set of life jackets.
- Purchase a set of flares, suitable for the motoring conditions planned.

**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 and / or structural aspects of the yacht but are less serious. "3)" are for cosmetic and minor recommendations.

1)

-

2)

- The area of damage on the portside of the anchor locker should be sanded back to good GRP, then rebuild using layers of fibreglass and resin. The area can then be finished with a colour matched white gelcoat.
- Replace the orange rubber gas piping behind the cooker with braded hose.
- Service or replace the fire extinguishers in the saloon and v-berth
- Replace the engine bay fire extinguishers.
- Purchase a set of life jackets.
- Purchase a set of flares, suitable for the motoring conditions planned.

3)

- The vessel is stored ashore each winter for 4 to 5 months. This will help to prevent the hulls moisture levels from increasing.
- All anodes onboard should be replaced for the next season.
- The chip on the portside of the bow roller should be filled with a gelcoat filler.
- Re-bed the portside 2<sup>nd</sup> from aft stanchion using fresh bedding compound.
- Have the top section of the cockpit cover professionally cleaned and protected.
- Fill the area of cockpit gelcoat damage with a gelcoat filler.
- Replace the engine oil for the next season.
- Locate and test the Fusion 300 stereo.
- Check whether the water tank gauge is working by filling the tank.

**Conclusions:**

██████████ is a very good example of this popular motor yacht. She benefits from a properly serviced and low running hours engine, a properly serviced sterndrive, and a smart and tidy interior. She is in a good condition overall, with no structural issues or serious recommendations at this time.

██████████ should provide her new owner with many years of safe motoring.

**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 engines, interior and other equipment.

**Signed by**

A handwritten signature in black ink, appearing to be 'HTB', written in a cursive style.

Henry Bettle BEng (Hons) AMRINA AMSCMS AMIMarEST

Marine Surveyor

H T Bettle & Co

This report contains 25 pages.

## **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 20 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.