

HAMBLE
MARINE
SURVEYS

Pre-Purchase Survey Fairline Turbo 36 'Mr Brightside'



Ocean Village Marina
21st July 2022

MARINE SURVEYORS & CONSULTANTS

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Certifying Authority authorised by the MCA

Hamble Marine Surveys Ltd is a UK registered company No. 10649650

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VESSEL DETAILS

Vessel Name: 'Mr Brightside'
Manufacturer: Fairline
Model: Turbo 36
Year of Build: 1990
Construction: FRP
SSR No. 36881 (status of registry unknown)
Hull No. FLN GB 072K990 (read on transom)
LOA: 11.15m *
Beam: 4.05m *
Draft: 1.01m *
Propulsion: 2 x Volvo Penta TAM D61A
Fuel Capacity: 1,200 Lts*
Water Capacity: 500 Lts*
Survey Location: Ocean Village Marina
Weather during survey: Cloudy, Warm, Light Breeze
Purpose of Survey: Pre-Purchase Survey
Date of Survey: 21st July 2022

Client:

*These particulars have not been verified and their accuracy cannot be guaranteed.

Information on the vessel's particulars has been obtained from various sources including the current owner, internet sources (sailboatdata.com) and from literature onboard.

SCOPE OF SURVEY

The purpose of this survey is to establish the general condition of the structure of the vessel and her installed equipment and systems. All areas of the vessel were inspected where practicable and panels where needed were removed to gain access but not where adhesive or concealed fastenings have been used or by removal damage could be caused. All major items of equipment were switch tested and visually inspected externally where practicable, but not dismantled.

Where evidence of defective equipment or equipment in poor condition is noted further investigation may be suggested by approved service agents.

The condition of core materials where used in deck or hull lay-up were not assessed for strength or condition.

Painted surfaces were not scraped if found in good condition, but subsequently existing repairs or defects may not become apparent due to such coatings. Where access could not be gained within the scope of the survey for detailed inspection of part of the vessel including the below waterline antifouled surfaces, or her installed equipment, no liability will be accepted for the poor condition of such items should it later become evident.

The survey does not include testing or assessment of the engine(s) or machinery and any detailed report of those items should be commissioned from a qualified marine engineer.

The vessel was not subject to any form of sea trial.

The status of VAT, Title, Registry, CE and all supporting ownership documentation are not considered or assessed within the scope of this survey. You are reminded that such documents should be checked by yourself or legal advisors working for you prior to agreeing to the purchase.

SURVEY CONDITIONS

This report has been prepared specifically for ***** and is for his use only. Copies in whole or in part should not be released to, or consulted by, other parties without the express prior permission of Hamble Marine Surveys Ltd. Whilst all due care and diligence has been exercised in the collection of data for and the preparation of this report, Hamble Marine Surveys Ltd purports to provide an advisory service only, based on the opinion and experience of the individual consultant responsible for its compilation. Hamble Marine Surveys Ltd issues such advice in good faith and without prejudice and guarantee. Hamble Marine Surveys Ltd shall not be liable for any loss (including indirect and consequential loss) damage, delay, loss of market, costs, expenses of whatsoever nature or kind and however sustained or occasioned.

The survey is a factual report on the inspection carried out, and the opinions expressed are given in good faith as to the condition of the vessel as seen at the time of survey. It implies no guarantee, no safeguard against latent defects, subsequent defects, or

defects not discovered at the time of survey in woodwork or areas of the vessel which are covered, unexposed, or not accessible to the surveyor internally and externally due to the installation of non-removable linings, panels, coatings and internal structures etc., or agreement and permission and instructions not being given to the surveyor to gain access to closed off areas. If this survey does not discuss a specific item, equipment or machinery, it is not covered by the survey.

This survey is personal and confidential to the above named client and has no extended warranty if disposed of to a third party for any purpose. This report does not address stability, vessel performance or overall design, and no warranty is conveyed under these headings.

The attached Terms of Business of Hamble Marine Surveys Ltd should be read in conjunction with this report.

IMPORTANT NOTE

'Mr Brightside' is a 32 year old vessel. She is a used vessel and as such her installed equipment, machinery and systems are subject to normal wear and tear common for a vessel of this age. This survey is a snap shot of the vessel's condition on the day of the survey. It implies no warranty or provides no guarantee towards the equipment, machinery or systems present on this vessel. While every care is taken in assessing and documenting and where possible switch testing equipment on the day of the survey, it is inevitable that items due to wear and use will require future maintenance and possible upgrading and replacement.

RECOMMENDATIONS & SUGGESTIONS

Recommendations will not be made for minor defects or cosmetic items, however Guidance Notes will be offered in this regard.

Recommendations will be classified into three categories and appear in the report as ***bold italic text***.

(A) Items requiring attention prior to next use of the vessel and represent a potential structural or safety issue.

(B) Items requiring attention as part of the on-going maintenance of the vessel and should be scheduled accordingly.

(C) Items of general maintenance, husbandry and advice for future good practice.

Recommendations are made as a guide only and further information on any recommendations made can be provided.

GLOSSARY OF TERMS USED

1. ***Poor Condition*** – Item or system requiring repair or maintenance and in its current condition is likely to be impaired or its performance affected.
2. ***Sound Condition*** – Item or system is functional and fit for purpose requiring on-going maintenance only.
3. ***Good Condition*** – Item of system found to be in new or nearly new condition well maintained and fully functional.
4. ***Operational*** – An item or system found to function as designed and fit for purpose.
5. ***Accessible*** – An area of the vessel where access is possible to an acceptable level permitting a visual inspection, operation or photographs to be taken.
6. ***Not Accessible*** – An area of the vessel where reasonable access was not possible, or adhesive or concealed fastenings have been used or a paint coating has been applied.
7. ***Switch Tested*** – A system or component operated by basic on/off supplied switches, but not tested for performance or functionality.
8. ***Visual Inspection*** – An inspection of equipment and structures using either or all of raw human senses such as vision, hearing, touch and smell where accessible and within in a distance of 200cm unless otherwise stated.

1. General Description

- a) 'Mr Brightside' is a semi-displacement motor vessel built in 1990 by Fairline UK under the model name Fairline Turbo 36. She is arranged about a main saloon area, lower galley, two cabins and two heads, aft cockpit area and flybridge.
- b) The vessel is presented in a white pigmented gelcoated hull with a textured gelcoat finish across the side decks with a Tek Deck type veneer on the aft deck and platform and antifouled below the waterline. She has twin diesel engines and shaft driven four blade propellers.
- c) At the time of the survey on the 21st July 2022, the vessel was afloat initially at Ocean Village Marina before being oved to Shamrock Quay Marine for a lift out.
- d) The vessels own 12v DC system was live and a 220v AC shore power supply was connected.
- e) Unrestricted access was provided to the interior and exterior of the vessel at the time of the survey save for fixed and non-removable panels and those areas not reasonably accessible. With the vessel ashore partial access was available to the hull save for those areas restricted by the hoist slings.
- f) The weather conditions at the time of the survey were dry, sunshine and a light breeze.
- g) No sea trial was performed, but the brokers did start the engines and moved the vessel under her own power around the hoist dock at Shamrock Quay.

2. Hull

- a) The hull is constructed from hand laid multi mat FRP of a solid construction with no core present. The hull is supported from within by structural stringer, floors, bulkheads and inner mouldings. The deck and superstructure are of a separate moulding joined at the hull to deck join.
- b) With the vessel ashore the hull was inspected over its surface and lightly hammer tap-tested for signs of distortion and obvious delamination. The underwater hull surface was found to have a consistent audible percussion with changes consistent with the bulkheads and tanks. There was no obvious audible indication of loose, soft, dry or delamination in the laminate of the hull.
- c) Visible particularly back aft and with a higher density to port blisters showing through the antifouling coating were noted. One blister was burst and noted deep under the gelcoat and it had a characteristic acidic vinegar like odour and tested acidic using litmus paper. These observations are consistent with the general condition of osmosis. The fact that the blister are more evident back aft may simply suggest that the osmosis is still in its infancy. Blister diameters were approximately 4-8mm in diameter.

- d) Careful consideration will need to be taken when making the purchase of this vessel or negotiating the purchase, as while the blisters are cosmetic and of no current structural significance, a stigma is associated with osmosis and this is likely to impact on the value of the vessel to the extent of the cost of rectification. In this regard it would be prudent to obtain quotes, but a likely estimated guide price will be around £7,000 plus VAT excluding storage and lift costs.
- a) Below the waterline the hull was coated with a blue antifouling coating. This coating was smooth and well presented. Back aft when the antifouling was removed in a number of areas what appears to be a copper type coating underneath was noted. It is unclear why this was noted back aft and not forward. Could this be connected to the blistering noted. The current owner should be quizzed.

Hull Moisture Readings

- b) 21 areas of the hull were selected for testing. In each area the antifouling was scrapped back to the underlying gelcoat surface/copper coating. These areas were tested with a Sovereign Quantum Marine Moisture Meter and a comparative reading* was obtained for each area. The vessel had just been lifted ashore therefore the accuracy of the readings obtained are not to be relied upon.

Air Temperature	28.2°C
Surface Temperature	25.1°C
Relative Humidity	28.7%
Weather Conditions	Sunshine, light breeze

- c) Readings were taken above the waterline where possible as a baseline comparison and also below the waterline in 21 different locations. The above waterline readings were low and to be expected. The below waterline readings were above average and consistent with a vessel that has spent limited time ashore each year. Also with the presence of osmosis noted, these readings were not surprising.

Sovereign Quantum Relative Scale 1-100*	Shallow Readings	Deep Readings
Above Waterline	14-15	11-12
Below Waterline	27-44	24-31

- e) It is worth stating that as the hull below the waterline had been overcoated with antifouling, access for a detailed visual inspection was restricted. Only in those areas where the coating was removed could any form of visual inspection of the underlying hull surface be undertaken, albeit with copper coating left intact. It is possible that anomalies in the gelcoat in the form of hairline cracks, blisters or similar may exist but remain concealed.

**The comparative readings obtained with the moisture meter are only a guide and do not indicate an actual moisture content but more a comparative reading where figures between 15-*

18 for GRP pleasure vessel are regarded as normal. Vessels ashore for longer periods of time will generally give a lower reading as they 'dry out'. A low reading however does not indicate a future without osmosis or wicking and conversely a high reading does not necessarily indicate the likely hood of imminent osmosis or the presence of such. Annual winterisation ashore and use of good antifouling and epoxy coating systems can minimise the risk of osmosis and wicking.

RECOMMENDATIONS & SUGGESTIONS

1. It is recommended that quotes be obtained for osmosis treatment on the hull of this vessel, and the purchase price be negotiated accordingly. In this regard the owner should be quizzed over the apparent presence of a historic copper type coating under the antifouling, but only aft and not forward. While the osmosis is not currently serious, it is present and over time is likely to spread and the blisters become more pronounced. (B)

3. Topsides

- a) The topsides were presented in a white pigmented gelcoated finish. The topsides were inspected and lightly hammer tap-tested and no signs of obvious delamination or production faults were detected.
- b) The topsides were in good condition with no significant damage noted. Minor marks and blemishes were noted.
- c) The topsides have clearly been very well maintained and routinely polished over the years. Only on-going cleaning and polishing is required at this time.
- d) A swim platform is bolted to the transom. The transom moulding is presented in a white gelcoat finish. Minor marks and blemishes were present with an area of contact damage noted to starboard. The damage is full thickness including the trim being dented. While cosmetic the damage is unsightly and will need to be repaired.

RECOMMENDATIONS & SUGGESTIONS

1. It is recommended that the damage to the starboard aft edge of the transom platform be repaired. (B)

4. Deck Moulding

- a) The deck and superstructure are constructed from a sandwich multi mat FRP moulding with a core of likely end grain balsa used. The specification of the core used is not known or determined as to do so would require destructive investigation.
- b) The deck externally was found in sound condition and with a textured moulded finish on the side decks and foredeck, and with a rubber teak like veneers in the cockpit on the sole and swim platform. The deck areas were visually inspected and lightly

hammer tap-tested and found to be without any obvious signs of delamination or detectable voids.

- c) The deck areas were randomly tested for moisture in over 40 areas. Most readings were normal save for around the forward edge of the forward cabin deck hatch. The deck moulding in this area when tap tested gave a solid return suggesting no delamination or moisture related damage. At this time close monitoring is suggested. It is possible that the forward deck hatch frame may have been leaking into the surrounding deck moulding.
- d) Minor cosmetic marks and blemishes were noted across the deck.
- e) No further reference is made to the condition of the deck core material as no access was possible for direct inspection.
- f) In the aft cockpit extending out onto the aft platform and up in the flybridge a rubber type teak in appearance veneer was noted. The veneer was noted well adhered down onto the deck with no visible or detectable areas noted to be lifting or damage. The condition of the underlying deck moulding could not be assessed as the veneer was not lifted.
- g) The flybridge was inspected. The moulding around the flybridge was in fair condition. The spray screen around the flybridge was noted sound. All grab bars were noted secure.
- h) A hinged radar arch over the flybridge was inspected. The arch was noted secure. The arch was not articulated. On the top of the arch a radar and running lights were noted.
- i) In the aft cockpit the vinyl covered seat cushions were all in good condition. Storage under each seat was noted sound and the aft moulded seat units also noted secure.
- j) On the flybridge cushions were noted sound and the moulding to port secure. The helm seat cushion was noted loose and the plinth onto which the helm seat is secured was also loose.

RECOMMENDATIONS & SUGGESTIONS

- 1. It is recommended that the suspected moisture ingress about the forward edge of the forward deck hatch be subject to close monitoring. No short term intervention is required at this time. (B)***
- 2. It is recommended that the flybridge helm seat be secured at its base and the seat cushion also secured. (B)***

5. Hull to Deck Join

- a) The hull to deck join was inspected around its perimeter. The join itself was not visible, just the external metal trim with a rubber insert. The trim was noted sound although to port inward dented around the mid ships point.
- b) Internally the join was not visible in the vessel due to installed joinery and panelling.

RECOMMENDATIONS & SUGGESTIONS

- 1. It is recommended that the hull to deck join trim be repaired to port where inward dented. (B)***

6. Bulkheads & Internal Stiffening

- a) The internal bulkheads were inspected and where accessible, noted to be secured correctly with no signs of obvious movement.
- b) The principal bulkhead include those between the forward cabin and chain locker, saloon and forward cabin, half bulkhead forward and aft of the engine compartment, and between the aft cabin and saloon. Where visible and not concealed by panelling, tanks or furniture all were noted sound.
- c) The internal stiffening of the hull is created via stringers running longitudinally and transverse structural floor members. Due to the design of the hull and interior fit-out, very limited access to the hull's internal surface and structure was available and therefore only small areas of the interior hull surface could be visually inspected. Those areas inspected under the galley sole, where visible in the engine compartment, and under the aft cabin sole and berth were noted sound.
- d) A further inner moulding was noted in a number of areas for the interior furniture support and support for installed systems in the bilge areas.
- e) The bilges areas are in need of cleaning. This applies to the engine bilge and back aft under the aft cabin berth.

RECOMMENDATIONS & SUGGESTIONS

- 1. It is suggested that the bilge areas through-out the vessel be routinely cleaned. (C)***

7. Stern Gear & Steering System

- a) Two stainless steel propeller shafts were inspected. These run through yellow metal P-brackets terminating in yellow metal 4 blade propellers. It is reported that the current owner has at some point in the recent past replaced the cutlass bearings and shafts and propellers. No invoice was seen for this work.

- b) The shafts were in sound condition with no obvious corrosion or obvious pitting present where visible. Both shafts were rotated and did so freely. The prop shafts were not assessed for alignment.
- c) The yellow metal P-brackets were both inspected and found in sound condition, with no significant corrosion or evidence of movement. All securing bolts and the internal backing plates remain sound where visible. Both cutlass bearing remains serviceable.
- d) The shaft seals were both inspected accessible from the aft cabin under the forward stowage drawers. Both appear of a PSS type design and water cooled. Both were sound with no visible leaks.
- e) The shafts terminated in 4 blade 21 x 20 LHS yellow metal propellers which were both inspected. They were in sound condition, well secured with no evidence of significant corrosion.
- f) Stainless steel trim tabs adjusted by hydraulic rams were inspected on both sides of the transom. Both were in sound condition. The trim tab rams were operated for the helm, but they did not appear to function. The hydraulic pump was noted under the aft cabin berth.
- g) Two yellow metal rudder blades were inspected with the vessel ashore. These were both in sound condition with no signs of any excess play in the stock or damage to the blades themselves.
- h) The rudders are controlled by a single hydraulic ram connected to the two steering systems one present in the saloon and the other on the flybridge helm.
- i) The hydraulic hosing, connections and pump were all sound with no visible leaks. The steering was not tested, but seen operating during the short delivery of the vessel around to the hoist at Shamrock Quay Marina.
- j) The rudder stocks pass via an upper bearing and seal. Both seals were sound and noted grease lubricated. No visible leaks noted.
- k) A Side Power bow thruster unit is installed under the forward cabin sole. Access is via the lifted carpet and sole panel permitted inspection. The bow thruster unit was noted sound and the propellers in the thruster tunnel also sound.
- l) The bow thruster was operated from a joystick control on the flybridge.
- m) A Raymarine P70 pilot system is installed on the vessel. The head units at the flybridge helm was switch tested and noted to operate. No pilot control was noted at the saloon helm. An old Cetrek control was noted at the saloon helm. The unit was not working.

RECOMMENDATIONS & SUGGESTIONS

1. *It is recommended that the trim tabs be proven as working, and if found defective they should be brought back into operation. (B)*
2. *It is suggested that the now redundant pilot display at the saloon helm be removed. (C)*

8. Cathodic Protection

- a) Two hull anodes were noted secured on the underside of the hull just near each stern gear. Both were noted approximately 20% wasted. Two button anodes were noted on the upper surface of the aft trim tabs. These were approximately 20% wasted.
- b) All anodes will need replacing at the end of the season.
- c) All anodes were tested for electrical continuity. The bonding cables from the hull anodes were noted between the rudders and brushes on the two shafts. When tested with a multi-meter the continuity was good.

9. Skin Fittings & Through-Hull Apertures

- a) No skin fittings or valves were dismantled as part of this survey, but all were inspected and operated. When operated using the attached handle the internal condition and operational condition of the valve mechanism was not be assessed.
- b) The skin fittings and associated seacocks were all noted to be made from a yellow metal. The grade and composition of the yellow metal alloy used is not known. It is likely that the valves and skin fittings are made from a brass alloy which is marine grade corrosion resistant. The correct grade of alloy for marine use is marked CR or CW602N and are referred to as DZR corrosion resistant brass. Valves which are marked CW617N are commonly found for marine use, but are designed for only a 5 year lifespan and should be replaced if over 5 years old. The age of the seacocks valves and skin fitting are not known. They are likely to be well over 5 years old.
- c) The following seacocks valves were noted on the vessel. These include:-

Seacock Purpose	Seacock Type	Location	Condition
Aft Toilet inlet	Ball	Aft heads	Operational
Aft Toilet Outlet	Ball	Aft heads	Operational
Engine 1 intake	Ball	ER	Not Tested
Engine 2 intake	Ball	ER	Not Tested
Generator intake	Ball	ER	Operational
Fwd Toilet intake	Ball	Galley	Operational

Fwd Toilet outlet	Ball	Fwd Heads	Operational
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- a) All the seacocks were noted in sound condition and operational. The two large engine intake valves were difficult to access without removal of the access panels fully in the saloon. All strainers connected to the engine intakes were sound, although the starboard strainer has a second drain hose attached (purpose unclear) which has evidence of past weeping around the fitting.
- b) All other valves were inspected and noted sound.
- c) All valves when not in use should be kept shut and monitored for leaks, and annually serviced.

RECOMMENDATIONS & SUGGESTIONS

- 1. *It is recommended that the drain hose attached to the starboard engine intake strainer be re-sealed or blanked as evidence of a past weep was noted. (B)***

10. Ports, Windows and Ventilation

- a) The saloon has windows forward and to each side held in metal frames. Sliding side windows were also noted. All were noted in sound condition with no evidence of obvious leakage. The two sliding side windows operated as designed.
- b) The forward windscreens were noted sound with no evidence of obvious leakage. Three windscreen wipers have all since been removed leaving the original bolts through the windscreen.
- c) A foredeck opening hatch was inspected and found to operate correctly with no evidence of past leakage. The Oceanair blind servicing the forward deck hatch was noted to have mould stains.
- d) The saloon patio door operated correctly.
- e) The aft cabin deck hatch operated correctly. Side windows in the aft cabin and heads are sliding and all operated correctly with no visible or obvious leaks.
- f) All hull opening portlights were inspected. All operated correctly with no evidence of obvious leakage. In the forward cabin to starboard one of the portlights was missing a securing knob.
- g) All deck and portlight seals should be regularly cleaned to preserve the water integrity of the seals.

RECOMMENDATIONS & SUGGESTIONS

- 1. *It is recommended that the missing securing knob on the forward cabin portlight to starboard be re-instated. (B)***

11. Pulpit, Pushpit, Guardwires

- a) The pulpit was inspected and found in sound condition with no visible deformation.
- b) All rails running back to the cockpit on both side decks were secure and without visible deformity.
- c) A stainless steel guardwire passed through the rails on both sides of the deck. The guardwire was noted secure and correctly tensioned.
- d) Pushpit rails around the aft cockpit were noted secure. Guardwires across the pushpit were secure.
- e) Side deck guardwires were operational.

12. Ground Tackle

- a) An estimated 20kg Delta type anchor was inspected stowed on the bow roller. The anchor was in sound condition. The anchor was secured using an anchor pin.
- b) Stainless steel chain has been secured to the anchor, this in turn has been secured to galvanised chain with a chain link. The stainless steel chain is only a meter or so in length. The galvanised chain was sound, but older corroded galvanised chain was also noted in the chain locker. The bitter end securing was not visible.
- c) This type of mixture of chain is not ideal and ideally all the ground tackle should be emptied from the locker for a detailed inspection.
- d) The Lofrans anchor windlass was switch tested and found to operate as designed from switches at the helm, foredeck and on the flybridge.
- e) The chain locker was inspected via a forecabin access hatch. The locker was sound.

RECOMMENDATIONS & SUGGESTIONS

- 1. It is recommended that the chain be emptied from the chain locker for a detailed inspection. It is not ideal for stainless chain to be linked to galvanised chain and the corroded chain in the locker should be removed. (B)***

13. Deck Fittings

- a) Various deck fittings were inspected including mooring cleats, fairleads, vents and the fuel and water filling caps. All were noted in satisfactory condition.
- b) On the transom two Whittall manual davits were inspected. Both davits are well secured and operated when tested. The performance of the davits and the strength

of the wires were not assessed. At the time of the survey a tender was suspected from the davits.

- c) A hydraulic passerelle was noted transom mounted. The unit was operated via push buttons to the side of the moulded aft cockpit seat unit. The rubber covers over each button was perished. The wiring at the rear of each button is exposed to damage and in several cases showing signs of corrosion.
- d) The motor for the hydraulic system for the passerelle was noted under the aft cabin berth. Strangely a dedicated 60Ah battery has been paced under the aft cabin berth for the passerelle. The battery is un-secured and a second identical battery also present also unsecured, but also unconnected.
- e) No transom platform swim ladder was noted.

RECOMMENDATIONS & SUGGESTIONS

- 1. It is recommended that the passerelle battery be secured and the spare un-connected battery removed if redundant. The passerelle switches will all need attention and protection from within the stowage locker. (B)**
- 2. It is suggested that a swim ladder be provided. (C)**

14. Covers

- a) A number of covers were fitted to the vessel. These include a full and substantial cockpit and flybridge enclosure, hatch covers and window screen covers. All were sound with no significant damage, and at this time requiring only on-going cleaning.
- b) It was noted that the clear plastic screen to each side aft of the enclosure where in contact with the stainless steel support frame have left rust staining marks on the plastic screens. It is unclear if these marks can be cleaned.

15. Engine Installation

- a) Two Volvo Penta TAMD61A diesel engines were noted installed side by side in the engine compartment accessible via lifting panels in the saloon area. Only the central forward panel was removed.
- b) The engine hours are 1,248hrs for the port engine and 1,451hrs for the starboard engine. The accuracy of these readings were not confirmed.
- c) A full inspection and assessment of the engines falls outside the scope of this survey. A Volvo Penta technicians should be appointed if a survey and assessment of the engines are required.
- d) The past service history of the engines are unknown and no documentation or records provided. It is understood that the engines have been owner serviced.

- e) The engines were not started by this surveyor, but they were run by the attending brokers for the short delivery of the vessel around to the hoist dock at Shamrock Quay Marina. The broker utilised the flybridge helm. The throttles at the lower salon helm were loose.
- f) The engine bearers appear bolted forward and aft to the compartment bulkheads. The bolts securing the aft end of the bearers visible above the respective shaft seals appear corroded. The bolts may require all replacing.
- g) The exhaust hoses from both engines were noted to pass down both sides of the vessel and exist back aft just below the waterline. On both sides of the hull the skin fitting has rust streaking and corrosion developing suggesting both are weeping. This is a common observation on the Turbo 36, but in both cases the hoses should be removed, areas cleaned and re-fitted and sealed.
- h) To each side of the engine compartment the fuel tanks are installed. The tanks are reported to have been replaced at some point in the recent past. The tanks were concealed and so very limited access was possible. No visible leaks or fuel odour was noted.
- c) A Fischer Panda 5000i Neo generator was noted installed forward of the starboard engine. The generator does not appear that old with a displayed operation hours of 112.1hrs. The service history of the generator is not known.
- d) The fuel and water supply to the generator was sound. The exhaust and water separation appears original to a previous generator installation. The hose between the water trap and water separator is perished and a leak noted.
- e) A fire extinguisher was noted in the engine compartment. The unit's age and service status is unknown. The extinguisher appears undersized for the compartment size.

RECOMMENDATIONS & SUGGESTIONS

- 1. It is recommended that where possible service history and past records be obtained for the engines and generator. The generator exhaust hose between the muffler and water separator should be replaced and the suspected leak rectified. (B)**
- 2. It is recommended that the engine extinguisher be replaced for a suitable and compliant unit. (B)**
- 3. It is recommended that the exhaust skin fittings visible in the aft cabin to each side of the transom be removed, cleaned and re-fitted and sealed as both have evidence of past weeping. (B)**
- 4. It is recommended that the bolts securing the engine bearers where visible and noted in the aft cabin above each shaft seal be replaced as they are badly corroded. (B)**
- 5. It is recommended that the saloon helm throttles be re-secured. (B)**

16. Accommodation General

- a) The interior was clean and dry and has clearly been very well maintained. Only on-going cleaning and general maintenance is required at this time.
- b) The interior joinery is a light oak/teak wood capping and veneers with plywood panels. The deck head and hull sides have been finished with vinyl padded panels and carpet laid throughout. Saloon seating was noted in a brown leather like material and cabin mattress covers are material covered and in sound condition. The vinyl panelling throughout the vessel was in good condition. The carpet throughout the vessel was in sound condition.
- c) It appears that the interior has been very well maintained and has had significant upgraded and a refit in the past.
- d) All cupboards, drawers and doors throughout the vessel were checked. All were noted to operate as designed.
- e) A wooden grab bar at the companionway of the saloon was noted slightly loose.
- f) The base of the helm seat to starboard was noted unsecured.
- g) The vinyl lining to the side of the helm area was sagging.
- h) A hole from a past fitting was noted in the headlining to port in way of the entrance into the aft cabin.
- i) The headlining centrally forward was noted loose.
- j) At the saloon helm the dashboard on the top was noted loose.

RECOMMENDATIONS & SUGGESTIONS

- 1. It is recommended that the headlining forward in the saloon be re-secured back up, the hole remaining in the headlining to port aft in the saloon repaired, and the sagging vinyl to the side of the helm re-secured. (B)***
- 2. It is recommended that the helm seat in the saloon be secured. (B)***
- 3. It is recommended that the panelling on the top of the helm dashboard including the compass be re-secured. (B)***
- 4. It is recommended that the loose grab bar at the companionway be re-secured. (B)***

17. Gas System

- a) The gas locker is located to port on the aft cockpit deck. The locker houses three 4.5kg Butane bottles of which two are secured to a regulator and flexible rubber hosing and a third for a gas BBQ. The last gas test is not known. The gas hosing

appears dated and one of the hoses unsecured on the regulator. The gas system will need to be fully checked prior to next use.

- b) A 3 burner Smev gas hob and was inspected in the galley. A further Smev oven was also present. The gas system was not tested or assessed for leaks. Gas shut off valves were noted under the galley, but very difficult to access.
- c) The gas system would benefit from being formally gas checked and pressure tested and clearly the gas locker hosing all replaced. The gas shut off valves in the galley should be re-located for easier operation..
- d) No fire blanket or gas alarm were noted.

RECOMMENDATIONS & SUGGESTIONS

- 1. It is recommended that the gas system be checked and pressure tested by a Gas Safe engineer. The hosing in the gas locker is not considered safe and perished. The gas shut off valves in the galley should be re-located for easier access. (A)***

18. Fresh Water System

- a) The fresh water tank was inspected secured under the aft cabin berth. The tank is of FRP construction and noted secure and where visible in sound condition. No obvious evidence of leaks or damage to the tank was noted.
- b) The fresh water plumbing about the vessel was noted sound save for one leak noted under the forward heads sink.
- c) A hot water storage tank is installed in the engine compartment to port. The tank was noted secure and in sound condition based on a visual external inspection. The hot water system and AC immersion heating system were switch tested and noted to function.
- d) The water pump was inspected in the port forward corner of the machinery space. The pump was run and found to operate as designed. Pressurised water was noted at each of the two heads sink taps, galley tap two showers and transom shower. All operated as designed.
- e) A pressure accumulator is plumbed into the system. The tank was loose.
- f) The two shower trays drain to sump boxes. Both were operational.
- g) Electric bilge pumps were noted in the engine compartment and aft lazarette bilge. Neither was tested with the bilges being dry.

RECOMMENDATIONS & SUGGESTIONS

- 1. It is recommended that the water accumulator tank to port in the engine compartment be re-secured. (B)***
- 2. It is recommended that the small water leak under the forward heads sink be investigated and rectified. (B)***

19. 12v DC & 220v AC Electrical Systems

- a) A 12v DC and 220v AC system is installed on the vessel. The 12v DC system is driven from 4 batteries secured in a battery box central in the engine compartment. The batteries include 3 x 110Ah and a 120Ah battery. It is unclear which batteries are for the domestic and which are engine start. A further 60Ah generator start battery was also noted forward in the engine compartment.
- b) As noted earlier in this report 2 x 60Ah batteries were noted under the aft cabin berth. One was connected and assumed to power the hydraulic pump for the passerelle. The other was un-connected.
- c) Following the lift back into the water after the hoist out for the hull survey, the engines failed to start as the engine batteries appeared to have discharged. After a short time on shore power the engines were eventually re-started. It is suspected that one or more of the engine batteries are defective.
- d) A 12v DC switch panel was located to the side of the helm station and switches at the helm dashboard. All switches were labelled correctly.
- e) All interior and cockpit lighting was switch tested and found to operate.
- f) The transom socket is wired to the 220v switch panel with button breakers on the same DC panel.
- g) A Sterling 50A charger was noted which was live. A Sterling 1,800W inverter was also noted, but this unit did not appear to be live.
- h) A small 3A charger for the generator battery was noted as was a small charger for the aft passerelle battery.
- i) The wiring for the various AC & DC appliances about the vessel and ring main were generally sound where visible.
- j) In the galley a Panasonic Microwave was noted. The unit was not tested further.

RECOMMENDATIONS & SUGGESTIONS

- 1. It is recommended that the batteries all be tested. If the batteries are sound, then the chargers and engine alternators should be tested. Defective batteries will require replacement (B)***

20. Heating

- a) An Eberspacher diesel heating system is installed in the port side of the engine compartment. The unit is controlled from a display also to port in the saloon. The unit was activated, but due to the high ambient temperature it was difficult to test the unit for performance. The heater was not visible and so the exhaust and fuel connections not checked.
- b) A second heater control was noted at the saloon helm. This control and what appears to be a now redundant installation in the engine compartment to starboard was also noted. A redundant heater exhaust remains which should be removed and the hull side skin fitting blanked.
- c) Ducting was noted to each of the two cabins and saloon.
- d) The past service history of the heater is not known.

RECOMMENDATIONS & SUGGESTIONS

- 1. It is recommended that the now redundant heater control at the saloon helm and remains of an installation in the engine compartment to starboard be removed and the hull side skin fitting blanked. (B)***

21. Audio Visual Systems

- a) A Pioneer CD/Radio head unit was noted in the saloon. The unit was noted wired to a pair of speaker which were live.
- b) A JVC LCD TV was noted in the saloon to port. The unit did not appear to function.
- c) A Sony cockpit Audio head unit was also noted with speakers on the flybridge. Further speakers on the aft cockpit were noted, but they did not appear to function.
- d) A Samsung LCD TV was noted in the aft cabin. The unit was noted live.

22. Refrigeration

- a) A refrigerator was installed under the galley. The unit was live and cooled during the course of the survey.
- b) The refrigerator was full of drinks and so should be cleaned out along with the freezer compartment.

23. Electronic & Navigation Systems

- a) The following electronic, communication & navigational equipment was switch tested and powered-up. The navigational electronics were not assessed for software or hardware performance, functionality or suitability:-

Cetrek 737 Autopilot Display	Not Working
Raymarine C80 Plotter	Not Working
Raymarine Axion 7" & 12" MFD	Working
Raymarine Quantum Radar	Working
Raymarine Pilot P70 Display	Working
Raymarine P70 Pilot	Working
Clipper Navtex	Not Working
Raymarine Bi-date display	Working
2 x Compass	Working

- b) The accuracy and state of calibration of the navigational displays and pilot were not assessed.
- c) No VHF communication equipment was noted at either helm other than a hand held VHF at the flybridge.

RECOMMENDATIONS & SUGGESTIONS

- 1. It is recommended that the accuracy of the existing navigational systems be confirmed by re-calibration prior to being relied upon for navigation. This includes cartography in use by the plotters. (B)***
- 2. It is recommended that a VHF be installed at both helm positions. (B)***
- 3. It is recommended that the now redundant C80 chart plotter, Cetrek display and Navtex if no longer working be removed along with all cabling and antenna. (B)***

24. Safety Equipment

- a) The following safety equipment was found on the vessel. It is unclear if the equipment is to be retained by the present owner:-

- Horn – Working
- Horse Shoe Buoy (light not working)
- 2 x Electric Bilge Pumps –
- Fire extinguishers:

3 x 2kg 13A 70B	Powder	Expiry 1999
Automatic engine	Powder	Expired

- Redundant Fireboy extinguisher control panel.
- Selection of fenders and mooring lines
- Ribeye RIB & 9.9 Yamaha outboard engine – not tested

- Navigation lights including:-

Port (red)	Working
Starboard (Green)	Working
Stern Light & Steaming (White)	Not Working
Anchor Light (White)	Not Working

RECOMMENDATIONS & SUGGESTIONS

- 1. It is recommended that the safety equipment held on board be appropriate for the vessels intended use. Reference to various publications can assist in this regard including the Royal Yachting Association booklet C8 'Boat Safety Handbook'. Currently the vessel is inadequately equipped with safety equipment for inshore use. (B)***
- 2. It is recommended that the defective navigation lights be brought back into operation. (B)***
- 3. It is recommended that all the fire extinguishers be replaced and a suitable machinery compartment extinguisher system be installed. (B)***

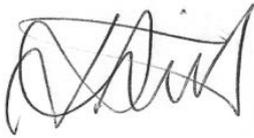
25. Summary

'Mr Brightside' was found in overall good condition for her age. The vessel has clearly been well maintained and subject to on-going upgraded and past re-fits.

No significant structural related recommendations were made in the report, however all the recommendations and suggestions are important and should be scheduled accordingly. The (A) recommendation made for the gas system will require attention prior to next use of this system.

As with any vessel of this age the engines are a critical aspect of the vessel after a structurally sound hull. The engines should be checked and confirmed as sound by a service technician. The engine and generator were not assessed within the scope of this survey.

It is clear that the presence of osmosis will need to be considered, and while not serious or currently widespread, it is well known that this condition does carry financial implications for a vessel up to the value of rectification.



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Report compiled by Julian Smith (B.Sc.(Hons), AMYDSA, Assoc IIMS)
Hamble Marine Surveys Ltd
23rd July 2022



26. Photographs



Image of the exposed and corroded switches for the passerelle.



Image of the exhaust separator for the generator. A leak was noted.



Image of the corroded bolts on the aft face of the bulkhead for the engine bearers.



Image of the starboard aft engine exhaust hose weeping where secured to the transom fitting.

'Mr Brightside'



Image of the vessel lifted ashore at Shamrock Quay Marina.



Image of the contact damage to the platform to starboard.

'Mr Brightside'



Image of the starboard stern gear post jet wash cleaning.



27. Summary of Recommendations & Suggestions

Recommendations & Suggestions will be classified into three categories;

- (A) Items requiring attention prior to next use of the vessel and represent a potential structural or safety issue.*
- (B) Items requiring attention as part of the on-going maintenance of the vessel and should be scheduled accordingly.*
- (C) Items of general maintenance, husbandry and advice for future good practice.*

(A) Recommendations - *(Items requiring attention prior to next use of the vessel and represent a potential structural or safety issue).*

- 1. It is recommended that the gas system be checked and pressure tested by a Gas Safe engineer. The hosing in the gas locker is not considered safe and perished. The gas shut off valves in the galley should be re-located for easier access. (A)**

(B) Recommendations - *(Items requiring attention as part of the on-going maintenance of the vessel and should be scheduled accordingly).*

- 1. It is recommended that quotes be obtained for osmosis treatment on the hull of this vessel, and the purchase price be negotiated accordingly. In this regard the owner should be quizzed over the apparent presence of a historic copper type coating under the antifouling, but only aft and not forward. While the osmosis is not currently serious, it is present and over time is likely to spread and the blisters become more pronounced. (B)**
- 2. It is recommended that the damage to the starboard aft edge of the transom platform be repaired. (B)**
- 3. It is recommended that the suspected moisture ingress about the forward edge of the forward deck hatch be subject to close monitoring. No short term intervention is required at this time. (B)**
- 4. It is recommended that the flybridge helm seat be secured at its base and the seat cushion also secured. (B)**
- 5. It is recommended that the hull to deck join trim be repaired to port where inward dented. (B)**
- 6. It is recommended that the trim tabs be proven as working, and if found defective they should be brought back into operation. (B)**
- 7. It is recommended that the drain hose attached to the starboard engine intake strainer be re-sealed or blanked as evidence of a past weep was noted. (B)**
- 8. It is recommended that the missing securing knob on the forward cabin portlight to starboard be re-instated. (B)**
- 9. It is recommended that the chain be emptied from the chain locker for a detailed inspection. It is not ideal for stainless chain to be linked to galvanised chain and the corroded chain in the locker should be removed. (B)**
- 10. It is recommended that the passerelle battery be secured and the spare un-connected battery removed if redundant. The passerelle switches will all need attention and protection from within the stowage locker. (B)**
- 11. It is recommended that where possible service history and past records be obtained for the engines and generator. The generator exhaust hose between the muffler and water separator should be replaced and the suspected leak rectified. (B)**

12. ***It is recommended that the engine extinguisher be replaced for a suitable and compliant unit. (B)***
13. ***It is recommended that the exhaust skin fittings visible in the aft cabin to each side of the transom be removed, cleaned and re-fitted and sealed as both have evidence of past weeping. (B)***
14. ***It is recommended that the bolts securing the engine bearers where visible and noted in the aft cabin above each shaft seal be replaced as they are badly corroded. (B)***
15. ***It is recommended that the saloon helm throttles be re-secured. (B)***
16. ***It is recommended that the headlining forward in the saloon be re-secured back up, the hole remaining in the headlining to port aft in the saloon repaired, and the sagging vinyl to the side of the helm re-secured. (B)***
17. ***It is recommended that the helm seat in the saloon be secured. (B)***
18. ***It is recommended that the panelling on the top of the helm dashboard including the compass be re-secured. (B)***
19. ***It is recommended that the loose grab bar at the companionway be re-secured. (B)***
20. ***It is recommended that the water accumulator tank to port in the engine compartment be re-secured. (B)***
21. ***It is recommended that the small water leak under the forward heads sink be investigated and rectified. (B)***
22. ***It is recommended that the batteries all be tested. If the batteries are sound, then the chargers and engine alternators should be tested. Defective batteries will require replacement (B)***
23. ***It is recommended that the now redundant heater control at the saloon helm and remains of an installation in the engine compartment to starboard be removed and the hull side skin fitting blanked. (B)***
24. ***It is recommended that the accuracy of the existing navigational systems be confirmed by re-calibration prior to being relied upon for navigation. This includes cartography in use by the plotters. (B)***
25. ***It is recommended that a VHF be installed at both helm positions. (B)***
26. ***It is recommended that the now redundant C80 chart plotter, Cetrek display and Navtex if no longer working be removed along with all cabling and antenna. (B)***
27. ***It is recommended that the safety equipment held on board be appropriate for the vessels intended use. Reference to various publications can assist in this regard including the Royal Yachting Association booklet C8 'Boat Safety Handbook'. Currently the vessel is inadequately equipped with safety equipment for inshore use. (B)***
28. ***It is recommended that the defective navigation lights be brought back into operation. (B)***
29. ***It is recommended that all the fire extinguishers be replaced and a suitable machinery compartment extinguisher system be installed. (B)***

(C) Suggestions - (Items of general maintenance, husbandry and advice for future good practice).

1. ***It is suggested that the bilge areas through-out the vessel be routinely cleaned. (C)***
2. ***It is suggested that the now redundant pilot display at the saloon helm be removed. (C)***
3. ***It is suggested that a swim ladder be provided. (C)***



MARINE SURVEYORS & CONSULTANTS

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Terms of Business

IT IS AGREED that:-

- A. These Surveyor's Terms of Business shall form part of the Agreement between the Surveyor and the Client; and**
- B. The Surveyor shall perform the Scope of Work as set out in the Agreement subject to the following terms:**
- 1. Services**
- 1.1 The Surveyor shall undertake the services to which these terms relate with reasonable care, skill and diligence.
- 1.2 The Client's instructions and the scope of the Surveyor's services hereunder, are as defined in the Scope of Work. Any subsequent changes or additions to the Scope of Work must be agreed in writing by the Parties.
- 1.3 The Client undertakes to:
- 1.3.1 ensure that full instructions are given to the Surveyor and are provided in sufficient time to enable the required services to be performed effectively and efficiently. The Client agrees to disclose to the Surveyor all relevant information of which they have knowledge, or to which they have access, in relation to the Vessel to be surveyed;
- 1.3.2 in consultation with the Surveyor, procure all necessary access to premises and vessels (including lift-out, trials and facility for inspection ashore and afloat as appropriate) for no less than such a time as shall in each particular circumstance be reasonable to enable all appropriate inspections and tests to be undertaken or performed; and
- 1.3.3 ensure that all appropriate safety measures are taken to provide safe and secure working conditions provided always that in the event of any breach of the requirements of Clauses 1.3.1 to 1.3.3 causing any failure on the Surveyor's part to undertake the Scope of Work the Client shall be responsible for all consequential costs incurred by the Surveyor and in respect of any element of the Scope of Work undertaken.
- 1.4 Pursuant to the Scope of Work, the Surveyor will inspect the Vessel as thoroughly as is practicable and endeavour to comment on the more important items where, in the Surveyor's reasonable opinion, major costs consequences are considered likely to arise. It follows that the Surveyor cannot comment on every minor matter but the Surveyor will try to point out where small factors may become more serious.
- 1.5 The Surveyor's intention is to report on the condition of the hull(s), superstructure and fixtures (if any) of the Vessel so far as can reasonably be ascertained from a visual inspection of the Vessel at its location at the time of survey. The Client accepts that the Surveyor's survey report(s) cannot cover hidden, unexposed or inaccessible areas of the Vessel, (for clarity this includes core materials, the hull where antifouled and painted surfaces) and neither can the Surveyor undertake to investigate areas that the Surveyor believes to be inaccessible at the time of inspection. Where the Surveyor is unable to gain access to areas commonly accessible, the Surveyor will endeavour to point this out.
- 1.6 If a rig is stepped at the time of the survey the inspection will cover only those areas visible from deck level. The Client accepts that the Surveyor's survey report(s) cannot cover hidden, unexposed or inaccessible

'Mr Brightside'

areas of the rigging and spars. The Surveyor makes no representation and gives no warranty for the rig or its fixtures or fittings including sails.

- 1.7 Installed navigational electronics will not be tested for performance. Settings and full functionality will not be assessed and the accuracy of cartography and radar/AIS systems will not be commented upon. It is always recommended that a trained service agent for the navigational electronics be consulted.
- 1.8 Where a vessels propulsion system is inspected as part of the survey the scope of the survey is limited to an external inspection only. The Surveyor makes no representation and gives no warranty for the engine(s) or generator(s) and their associated systems or any assessment of their mechanical performance. It is always recommended that a trained service agent be consulted.
- 1.9 The vessels 12/24v and 110/220v systems will be switch tested. Internal condition and performance of wiring and electrical components and equipment including batteries will not be assessed for performance or compliance to appropriate regulations.
- 1.10 During the survey with the vessel ashore a number of areas of the hull antifouling below the waterline may be removed to permit assess to the hull surface for inspection and moisture testing. While every effort will be made to avoid damage to any sub-epoxy coatings and fairing, the surveyor accepts no responsibility for any damage caused any costs relating to re-instating the removed coatings.
- 1.11 In every case, the Surveyor recommends a full survey of a Vessel, to include inspection of the Vessel while lifted out and while in the water. Where the Surveyor accepts instructions to survey a Vessel solely on the basis of an inspection of the Vessel out of the water, the Surveyor makes no representation and gives no warranty as to the watertight integrity of the hull and fixtures and fittings including seacocks and valves or buoyancy of the Vessel.

2. Valuations

- 2.1 All valuation work undertaken shall be in accordance with the Scope of Work and, unless otherwise stated in writing, such work relates solely to the date and place referred to. Valuations are based on opinions only and are not representations of fact, nor do they carry with them any guarantee of the particulars or information on which opinions are based. Valuations assume a willing buyer and willing seller and market conditions applicable at the time of valuation or such other date as is expressly referred to.

3. Fees

- 3.1 The fee agreed between the Surveyor and the Client for the services to be provided by the Surveyor under this Agreement ("the Survey Fee") shall not include the costs of travel, subsistence and accommodation which will be charged in addition and in accordance with this Clause 3.
- 3.2 The Survey Fee and all expenses shall become due and payable on such terms and in such amounts as shall be agreed from time to time. VAT or other EU equivalent shall be payable, if applicable, in addition to all fees and expenses. Invoices will be submitted in respect of all fees and expenses when due and the amount of each invoice shall be settled prior to the survey day unless otherwise agreed. Thereafter, interest shall be payable on all sums owing and unpaid at a rate of 3% over Barclays Bank plc (London) base rate.

4. Limitations

- 4.1 The Surveyor shall not be liable under this Agreement for any loss or damage caused in circumstances (i) where there is no breach of a legal duty of care owed to the Client by the Surveyor or (ii) where, notwithstanding any such breach, any loss or damage is not a reasonably foreseeable result of such breach.
- 4.2 All services and reports are provided for the Client's use only. No liability of any nature is assumed towards any other party and nothing in these terms, or the relationship between the Surveyor and the Client, shall confer or purport to confer on any third party a benefit or the right to enforce any provision of these terms. The provisions of the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement and any person who is not a party to this Agreement shall have no right under that Act to enforce any term(s) of this Agreement.
- 4.3 The Surveyor shall not be responsible for loss or damage or any increase in loss or damage resulting from any material breach by the Client of any term of this Agreement.
- 4.4 Any claim by the Client in respect of any breach of the Surveyor's obligations under this Agreement must be notified to the Surveyor as soon as is reasonably practicable after the Client becomes aware of the breach. Where any breach is capable of remedy, the Surveyor must be afforded a reasonable opportunity to put matters right at his expense.

- 4.5 The Client agrees that, for reasons of commercial practicality, it is necessary to limit the Surveyor's potential liability in respect of loss or damage suffered by the Client as a result of any breach by the Surveyor of any of the Surveyor's obligations under this Agreement. As such, the Client agrees that no liability howsoever arising whether under this Agreement or otherwise shall attach to the Surveyor except insofar as such liability is covered by the professional indemnity insurance referred to at paragraph 4.6 and such liability (including Claims Expenses) shall in any event be limited to £250,000 or such higher sum as the parties shall agree in writing prior to commencement of the services to which these terms relate (hereafter referred to as "the Agreed Indemnity Limit").
- 4.6 The Surveyor shall maintain professional indemnity insurance in the amount of the Agreed Indemnity Limit throughout the period of the performance of the Surveyor's duties hereunder provided that such insurance shall remain available at reasonable market rates.
- 4.7 The Surveyor's liability shall not extend to particulars, data and other information given to the Surveyor by others or obtained from outside sources, publications and the like reasonably relied upon by the Surveyor, including Class records, registry details or other such information and no assurances can be given regarding the accuracy of the same.
- 4.8 Unless otherwise stated in writing, all services and reports are provided on the basis that they carry no guarantee regarding ownership or title, freedom from mortgages or charges, debts, liens or other encumbrances, or vessel stability, performance or design.
- 4.9 The Client shall be responsible for any losses, expenses or other costs reasonably incurred by the Surveyor that are caused by a breach of the Client's obligations to the Surveyor hereunder.
- 4.10 The Surveyor shall not be liable in respect of any breach of his obligations hereunder resulting from unforeseeable causes beyond the Surveyor's reasonable control

Business or Commercial Operations

- 4.11 Notwithstanding any other provision of this Agreement, where the Client is acting in the course of a business or commercial operation:
- 4.11.1 the Surveyor's liability shall expire twelve months after the Survey Report is delivered to the Client and The Surveyor shall thereafter have no further liability whether in contract, tort or otherwise; and
- 4.11.2 the Surveyor shall have no liability whether in contract, tort or otherwise for:
- 4.11.2.1 any consequential or economic loss or for loss of profit or turnover or loss of use suffered by the Client howsoever arising, whether under this Agreement or otherwise, and without prejudice to the generality of the foregoing the Surveyor shall not be liable for any consequences of late performance of any survey and/or late delivery of any survey report;
- 4.11.2.2 any breach of his obligations hereunder of which written notification shall not have been given within 14 days of the date on which the Client ought reasonably to have become aware of the existence of such breach;
- 4.11.2.3 any loss, injury or damage sustained as a result of:
- i.any defect in any material or workmanship;
- ii.an Act of God or other circumstances beyond the control of the Surveyor; or
- iii.the act, omission or insolvency of any person other than the Surveyor;
- and the Surveyor shall have no liability to indemnify the Client in respect of any claim made against the Client for any such loss, injury or damage;
- 4.12 Notwithstanding any other provision of this Agreement:
- 4.12.1 unless otherwise stated in writing, no guarantee is given against faulty design, latent defects or of suitability of any vessel or other item for any particular purpose or of compliance with any particular local, national or international requirement or code, and opinions are given without the benefit of running of machinery or opening up or other dismantling whether of interior linings, machinery or other items or systems;

- 4.12.2 the Surveyor shall have no liability whether in contract, tort or otherwise in respect of the consequences of late, incomplete, inadequate, inaccurate or ambiguous instructions or the non-disclosure by the Client of relevant information.

5 Law and disputes

- 5.1 This Agreement shall be construed in accordance with and shall be governed by English law. All disputes arising out of or in connection with this Agreement shall be submitted to the exclusive jurisdiction of the Courts of England and Wales.

6. Miscellaneous

- 6.1 The Surveyor may terminate the appointment forthwith if the Client fails for more than 28 days to pay any sum due when demanded, or if the Client fails to respond promptly to requests for information and/or instructions and fails adequately to respond to 28 days' formal notice of such failure, without prejudice to the Surveyor's accrued rights.
- 6.2 Without prejudice to the accrued rights of the other party, either party may terminate the appointment forthwith by notice if the other party shall become bankrupt or insolvent, or make any arrangement or composition for the benefit of creditors, or have anything analogous to any of the foregoing under the laws of any jurisdiction occur to it, or cease (or threaten to cease) to carry on business.
- 6.3 No exercise or failure to exercise or delay in exercising any right or remedy vested in either party shall be deemed to be a waiver by that party of that or any other right or remedy.
- 6.4 Neither party shall transfer or assign its rights or obligations under these terms without the prior written consent of the other.
- 6.5 In the event that any provision of these terms is held to be a violation of any applicable law, statute or regulation, such provision shall be deemed to be deleted from these terms and shall be of no force or effect and these terms shall remain in full force and effect as if such provision had not been contained herein. Notwithstanding this, in the event of any such deletion the Parties shall negotiate in good faith in order to agree the terms of an acceptable alternative provision.
- 6.6 Except where expressly stated to the contrary in a written document signed by the Parties on or after the date hereof, these terms form the entire agreement between the Parties and supersede all previous agreements and understandings between the Parties, and no warranty, condition, description, term or representation is given or to be implied by anything said or written in negotiations between the Parties or their representatives prior to the communication of these terms.
- 6.7 References to "the Surveyor" include the Surveyor's employees and persons, firms and companies appointed or engaged by the Surveyor as the Surveyor's agents for carrying out any work or services under these terms, all persons, firms and companies to whom performance of any work or services under these terms is sub-contracted or delegated by the Surveyor, and all agents and employees of persons, firms and companies referred to in this clause.
- 6.8 Any communication required to be given under these terms by either party shall be in writing and shall be sufficiently given either by letter, fax or electronic mail (provided the same is capable of being recorded by the recipient in durable form) sent to the other at the contact details previously notified and any such notice shall be deemed to have been given at the time at which it would in the ordinary course of transmission have been received.
- 6.9 The personal information requested and used in the Survey Agreement and all subsequent correspondence including emails, letters, reports, invoices and MCA documentation is to enable Hamble Marine Surveys Ltd to provide you with an efficient service, including delivery of any reports and keeping you up to date with our services and useful information and offers. The information will not be used for any other purpose and will not be passed on to a third party without your permission except in the event that it is requested by a Court of Law.

Words denoting the masculine include the feminine and neuter and vice versa.

'Mr Brightside'

