

Terms of Engagement

Marine surveys and inspections carried out by VO Survey in Hong Kong, Thailand, the United Kingdom and elsewhere by arrangement.

These terms apply to every survey or inspection we carry out, together with the written Survey Confirmation we agree with you for each job (see the Schedule at the end). If the two conflict, the Survey Confirmation takes priority.

We have written them in plain English. If anything is unclear, please ask us before you instruct us.

1 Who we are

- 1.1 VO Survey is a trading name of Vanguard Oceanic Ltd, a company incorporated in Hong Kong, of Unit C&D, Block II, Kingley Industrial Building, 35 Yip Kan Street, Wong Chuk Hang, Hong Kong ("we", "us", "our").
- 1.2 "You" means the person or organisation named as the Client in the Survey Confirmation.
- 1.3 Surveys are carried out by Hugh M Roberts or by another suitably qualified surveyor we nominate and name in the Survey Confirmation (the "Surveyor").
- 1.4 Your contract is with Vanguard Oceanic Ltd only. The Surveyor acts on our behalf and, so far as the law allows, has no personal liability to you.

2 Your instructions and the scope of work

- 2.1 Before the survey we will agree in writing a Survey Confirmation setting out the vessel, the type of survey, the location, the date, the scope of work, the fee and when the report will be delivered.
- 2.2 We will carry out the survey in accordance with your written instructions, the agreed scope of work and generally accepted marine surveying practice.
- 2.3 Any change to the scope of work must be agreed in writing (email is fine) and may change the fee.
- 2.4 We will comment on significant defects which, in the Surveyor's professional opinion, may give rise to material repair cost or a safety concern. We cannot report on every minor defect.

3 Independence and conflicts of interest

- 3.1 VO Survey operates independently of the servicing and repair work carried out by VO Marine and other parts of Vanguard Oceanic.
- 3.2 Before accepting your instructions we will tell you about any previous or current connection we have with the vessel, its owner, its crew or the matter to be surveyed.
- 3.3 We will decline instructions where our independence could reasonably be questioned. We will not seek repair or servicing work arising from a survey unless you ask us to.

4 Nature and limits of the inspection

- 4.1 The inspection is visual and non-invasive unless we agree otherwise in writing.

- 4.2 We will not dismantle, open up, remove fixed panels or linings, or carry out destructive testing unless specifically agreed.
- 4.3 Hidden, inaccessible or unexposed areas are excluded. We will state in the report the areas we could not inspect.
- 4.4 We give no warranty against latent defects.
- 4.5 We make no representation about ownership, title, registration, encumbrances, stability or regulatory compliance unless expressly included in the scope of work.
- 4.6 Where the vessel is inspected afloat only, we make no representation about the condition below the waterline. Where it is inspected ashore only, we make no representation about watertight integrity or buoyancy.
- 4.7 The report describes the condition of the vessel at the time of inspection only.

5 Machinery operation and sea trials

- 5.1 Engines, machinery and systems will be operated by the vessel's crew or the owner's representative, not by the Surveyor, unless agreed otherwise.
- 5.2 During any sea trial the vessel remains under the command of its master or skipper, who is responsible for its safe navigation and operation.
- 5.3 We are not responsible for damage or breakdown that occurs during the normal operation of machinery or a sea trial, unless caused by our negligence.

6 Valuations

- 6.1 We provide a valuation only if it is expressly included in the Survey Confirmation.
- 6.2 Any valuation is an opinion of market value between a willing buyer and a willing seller at the date of the survey. It is not a replacement cost and is not a guarantee of sale price.

7 Your responsibilities

You agree to:

- give us clear, complete and timely instructions;
- tell us about anything you know that is relevant to the survey, including known defects, incidents and repairs;
- arrange safe access to the vessel, and any lift-out, sea trial, crew attendance or shore power that the scope requires;
- obtain the owner's permission for the survey where you are not the owner.

We are not liable for consequences arising from incomplete, inaccurate or late instructions or information.

8 Health and safety

- 8.1 The Surveyor may decline to inspect any area, or stop the survey, if they consider the access or conditions unsafe. We will record this in the report.
- 8.2 If the survey cannot be completed for safety or access reasons that are not our fault, the agreed fee and any expenses already incurred remain payable, and a return visit will be charged separately.

9 Fees, expenses and payment

- 9.1 Fees are agreed in advance in the Survey Confirmation, in the currency stated there (usually HKD, THB or GBP).

- 9.2 Travel, accommodation, access equipment, specialist testing and other expenses are payable in addition unless the Survey Confirmation says otherwise.
- 9.3 Payment is due within 7 days of the invoice date unless otherwise agreed. We may ask for a deposit before the survey.
- 9.4 We may withhold the final report until payment is received in full.
- 9.5 Interest may be charged on overdue amounts at 3% per year above the Hong Kong dollar best lending rate of The Hongkong and Shanghai Banking Corporation Limited (or, for engagements governed by English law, 3% per year above the Bank of England base rate).

10 Cancellation and termination

- 10.1 You may cancel the survey by giving us notice in writing. If you cancel less than 24 hours before the agreed start time, we may charge 50% of the fee plus any expenses already incurred.
- 10.2 We may end the agreement if payment is overdue by more than 28 days, if safe access is not provided, or if you materially breach these terms.

11 The report

- 11.1 The report is confidential and is prepared solely for you, for the purpose stated in the Survey Confirmation.
- 11.2 Copyright in the report and its photographs remains with Vanguard Oceanic Ltd. You may copy it for your own use and share it with your insurers, lenders and professional advisers.
- 11.3 No third party may rely on the report without our prior written consent. No one other than you has any right to enforce these terms, and the Contracts (Rights of Third Parties) Ordinance (Cap. 623) of Hong Kong and the Contracts (Rights of Third Parties) Act 1999 of England and Wales do not apply.

12 Standard of care

We will carry out the survey with the reasonable skill and care expected of a competent professional marine surveyor. Our service is advisory: decisions about the purchase, insurance, operation or repair of the vessel remain yours.

13 Limitation of liability

- 13.1 Nothing in these terms limits or excludes liability for death or personal injury caused by negligence, for fraud, or for anything else that cannot lawfully be limited or excluded. If you are dealing with us as a consumer, your statutory rights are not affected.
- 13.2 Subject to clause 13.1, we are not liable for loss of profit, loss of use, loss of charter income, economic loss, or any indirect or consequential loss.
- 13.3 Subject to clause 13.1, we are not liable for defects that were not reasonably visible, defects in hidden or inaccessible areas, design defects, regulatory non-compliance (unless specifically instructed to report on it), or errors in documents supplied by others.
- 13.4 Subject to clause 13.1, our total liability arising out of or in connection with any survey is limited to ten times the fee paid for that survey.
- 13.5 You must tell us in writing about any claim as soon as reasonably practicable, and give us a reasonable opportunity to put right anything that can be put right.
- 13.6 So far as the law allows, any claim must be brought within 12 months of delivery of the final report.

14 Events beyond our control

We are not liable for delay or failure caused by events beyond our reasonable control, including severe weather, typhoon signals, natural disasters, epidemic, war, government action or industrial action. We will tell you as soon as possible and agree a new date.

15 Personal data

We use personal information only to carry out the survey, administer our business and meet legal obligations. We handle it in line with the Personal Data (Privacy) Ordinance (Cap. 486) of Hong Kong, and, where they apply, the UK GDPR and Thailand's Personal Data Protection Act B.E. 2562 (2019).

16 Entire agreement

These terms and the Survey Confirmation form the entire agreement between us for the survey and replace any earlier discussions or representations. No variation is valid unless agreed in writing.

17 Governing law and disputes

- 17.1 Unless the Survey Confirmation states otherwise, this agreement is governed by the laws of the Hong Kong Special Administrative Region, and the courts of Hong Kong have jurisdiction. This applies to surveys in Hong Kong, Thailand and elsewhere outside the United Kingdom.
- 17.2 For surveys carried out in the United Kingdom, this agreement is governed by the laws of England and Wales, and the courts of England and Wales have jurisdiction.
- 17.3 If you are a consumer, this does not take away any protection you have under the mandatory laws of the country where you live.
- 17.4 If you are unhappy with our service, please contact us first at info@vanguardoceanic.com. We will try to resolve any concern quickly and fairly.

Survey Confirmation

Completed for each survey and agreed in writing before the inspection. Signed copies, or confirmation by email, are both acceptable.

Client	
Client contact details	
Vessel name, type and length	
Flag / IMO or official number	
Survey location	
Date(s) of inspection	
Type of survey	Condition / Pre-purchase / Damage / Machinery / Other
Scope of work	Areas and systems included, afloat or ashore, sea trial, any testing
Exclusions	
Valuation required?	Yes / No
Surveyor	Hugh M Roberts
Fee and currency	
Expenses / deposit	
Report delivery	
Declared connections (clause 3)	None / details
Governing law (if not as clause 17)	

For Vanguard Oceanic Ltd (VO Survey)
Name, signature and date

Client
Name, signature and date

Vanguard Oceanic Ltd · Unit C&D, Block II, Kingley Industrial Building, 35 Yip Kan Street, Wong Chuk Hang, Hong Kong ·
+852 9680 3401 · info@vanguardoceanic.com
Thailand: Ocean Marina, Na Jomtien, Chonburi · +66 64 965 3042