



**YORKSHIRE MARINE SERVICES LTD.
TERMS AND CONDITIONS**

Definitions

“Surveyor” means the individual carrying out the instructed work on behalf of Yorkshire Marine Services Ltd, whether as an employee, contractor, or authorised representative of the company.

“Client” means the individual or organisation instructing Yorkshire Marine Services Ltd to undertake the agreed scope of work.

“Third Party” means any individual or organisation other than the Client or Yorkshire Marine Services Ltd.

“Scope of Work” means the written agreement, quotation, or instructions describing the services to be undertaken.

“Report” means the written survey report, findings, recommendations, photographs, and supporting documentation produced following completion of the instructed work.

“Vessel” means the craft, boat, marine structure, or associated equipment subject to inspection.

“Environment” means the location in which the instructed work is undertaken including, but not limited to, marinas, dry docks, boatyards, lifting facilities, and hard standing areas.

“Writing” includes email correspondence, digital communication, quotations, reports, invoices, letters, and electronically stored documents.

Client Responsibilities

The Client shall:

- Provide accurate instructions and vessel details prior to commencement of work.
- Ensure that any additional work outside the agreed scope is authorised in writing.
- Ensure the vessel is legally accessible and permission for inspection has been obtained.
- Ensure the vessel is available and suitably prepared for inspection including haul-out, docking, isolation, cleaning, or access arrangements where required.
- Ensure all areas intended for inspection are reasonably accessible and safe.
- Ensure ultrasonic thickness testing areas are adequately cleaned to bare, flat, and dry steel where required.
- Inform the Surveyor of any known defects, hazards, contamination, structural concerns, or dangerous conditions prior to inspection.
- Ensure the working environment remains safe throughout the inspection period.
- Treat the Surveyor and representatives of Yorkshire Marine Services Ltd respectfully and without harassment or intimidation.

Yorkshire Marine Services Ltd reserves the right to suspend or terminate work immediately where unsafe conditions, abusive behavior, restricted access, environmental hazards, structural instability, biohazards, or other significant safety concerns are identified.

Scope of Work

The Surveyor shall exercise reasonable care, skill, and professional judgement during the execution of the instructed work.

The inspection shall be non-destructive unless specifically agreed otherwise in writing. No dismantling of fixed panels, linings, machinery, equipment, or systems shall be undertaken unless expressly stated within the report.

The Surveyor may utilise various inspections and data gathering equipment during the inspection. Equipment utilised may be referenced within the report where relevant.

Where equipment failure, restricted access, environmental conditions, contamination, or obstructions prevent inspection, such limitations shall be noted within the report.

Yorkshire Marine Services Ltd may utilise suitably qualified subcontractors where necessary. Responsibility for the instructed work shall remain with Yorkshire Marine Services Ltd.

The Surveyor may photograph or video record the vessel and surrounding inspection environment for report preparation, evidential recording, quality assurance, insurance purposes, training, or dispute resolution.

The Client shall not interfere with the inspection process in a manner likely to compromise safety, accuracy, or professional judgement.

AI-Assisted Drafting and Administrative Tools

Yorkshire Marine Services Ltd may utilise computer-assisted drafting, language-processing, transcription, formatting, or administrative software tools during preparation of reports and associated documentation.

All survey observations, findings, measurements, recommendations, conclusions, and professional opinions remain solely those of the attending Surveyor following physical inspection of the vessel.

The use of such tools shall not diminish the Surveyor's professional responsibility for the contents of the report.

Reports and Copyright

Reports are prepared solely for the named Client and no responsibility or duty of care is accepted to any Third Party unless expressly agreed in writing.

No Third Party may rely upon the contents of the report without prior written consent from Yorkshire Marine Services Ltd.

Reports remain protected by copyright and intellectual property law.

Reports, photographs, videos, and associated documentation shall not be reproduced, altered, commercially distributed, published publicly, or used for marketing purposes without prior written consent from Yorkshire Marine Services Ltd.

The condition of a vessel may change following inspection. Reports reflect the condition of the vessel only at the date and time of inspection.

Fees and Payment

The Client agrees to pay all invoiced fees within 30 days of the invoice date unless otherwise agreed in writing.

Yorkshire Marine Services Ltd reserves the right to withhold release of the report until payment has been received in full.

Where payment remains outstanding beyond the agreed payment period, Yorkshire Marine Services Ltd reserves the right to:

- charge statutory interest and recovery costs where applicable;
- suspend future work;
- archive or securely destroy draft documentation after a reasonable retention period.

Requests for additional report copies or administrative work may incur additional charges.

Cancellation and Postponement

Cancellation requests must be submitted in writing.

Where cancellation occurs after travel, accommodation, yard booking, or work commencement, Yorkshire Marine Services Ltd reserves the right to recover reasonable costs incurred.

Where cancellation or postponement arises from circumstances outside the Surveyor's control, including but not limited to weather conditions, vessel access restrictions, lifting failure, unsafe conditions, or third-party refusal of access, reasonable costs may still be charged.

Liability

Yorkshire Marine Services Ltd shall maintain Professional Indemnity and Public Liability Insurance appropriate to the nature of the instructed work.

The Surveyor shall not be liable for:

- hidden, inaccessible, or latent defects;
- defects concealed by coatings, linings, equipment, furnishings, corrosion products, or contamination;
- changes occurring after the inspection date;
- failure of equipment after inspection;
- consequential losses;
- loss of profit, use, opportunity, or business interruption;
- delays outside reasonable control;
- inaccessible or obstructed areas;
- defects not reasonably identifiable during a non-destructive inspection.

Any claim relating to the instructed work must be submitted in writing within 12 months of the inspection date.

Nothing within these terms shall exclude liability for death or personal injury caused by negligence, fraud, or any liability which cannot legally be excluded under English law.

To the fullest extent permitted by law, the total liability of Yorkshire Marine Services Ltd arising from the instructed work shall not exceed the total fee paid for the survey.

Hold Harmless

The Client acknowledges that marine surveying involves access to industrial environments including boatyards, docks, lifting facilities, and machinery spaces.

Yorkshire Marine Services Ltd shall not be liable for accidental marking, minor cosmetic disturbance, or incidental effects arising from normal use of professional inspection equipment during the course of the instructed work.

The Client shall not be responsible for injury to the Surveyor arising solely from the Surveyor's own negligence within an otherwise reasonably safe environment.

Data Protection and Privacy

Yorkshire Marine Services Ltd may retain client details, reports, photographs, videos, correspondence, invoices, and associated records for legitimate business, insurance, legal, training, quality assurance, and regulatory purposes.

Personal information shall be handled in accordance with applicable UK data protection legislation.

Client information shall not be sold or knowingly disclosed to unrelated Third Parties except where required by law, insurers, professional advisers, debt recovery, or legal proceedings.

Force Majeure

Neither party shall be considered in breach of these terms where performance is prevented by events beyond reasonable control including, but not limited to:

- severe weather;
- flooding;
- fire;
- pandemic;
- industrial dispute;
- government restriction;
- war;
- terrorism;
- failure of third-party facilities;
- or acts of God.

Governing Law

These terms and conditions and all associated agreements shall be governed by the laws of England and Wales.

Any dispute arising from the instructed work shall be subject exclusively to the jurisdiction of the courts of England and Wales.

Acceptance

Instruction of Yorkshire Marine Services Ltd, acceptance of quotation, payment of deposit, or continuation with instructed work shall constitute acceptance of these terms and conditions.