



Effective January 1, 2019

TERMS & CONDITIONS OF YOUR MARINE SURVEY REPORT

Marine Surveys Canada and its associates provide marine surveys according to the following terms and conditions. In order to appreciate the limitations of a marine survey, it is imperative to understand what the Marine Surveyor is looking for. A Marine Surveyor will be inspecting & evaluating the condition of your boat against a specific set of standards. Even though a boat may appear safe to launch, please keep in mind that a Marine Surveyor is skilled at looking beyond cosmetic presentation. Structural problems or hazardous items identified with fuel or electrical systems onboard the boat can result in the Marine Surveyor finding the boat unsafe to launch or insure. **A MARINE SURVEY IS NOT A GUARANTEE OF INSURABILITY.**

Deficiencies identified in the Marine Survey Report are based on the knowledge & experience of the Marine Surveyor, along with accessibility at the time of the physical inspection. Marine Surveys Canada and its associates shall not, under any circumstances, be held liable for deficiencies not identified due to limited access, as a result of either vessel design or equipment installed on or in the vessel after manufacture. Clients are encouraged to remove all belongings and non-fixed chattels in preparation for the marine survey, in order to allow full access for the Marine Surveyor. Additional time required to disassemble or to move boat contents during the physical inspection shall be billed according to the current Rate Sheet published on our website. Marine Survey Reports or follow-up consultation reports shall not be released until all additional charges are paid in full (cheques must be cleared at the bank).

Should repairs be required to correct deficiencies prior to launch, such repairs are the responsibility of the vessel owner. An additional marine survey or follow-up consultation may be required to render the boat seaworthy. The cost of an additional survey or follow-up consult shall be borne by the client.

All services provided by Marine Surveys Canada shall be billed according to the current Rate Sheet (published annually) at the time the Marine Surveyor physically attends a location to inspect (or re-inspect) a vessel.

Payment for services is due at the time the Marine Surveyor physically attends a location to inspect (or

re-inspect) a vessel. Preferred method of payment is Interac e-transfer.

The Marine Survey Report may take up to 5 business days to be completed. The report will be attached to electronic mail and presented in PDF format. Requests for alternate formats (including printed copies) will be subject to a document fee, as outlined in the Rate Sheet.

Bookings made with a Marine Surveyor are binding upon the client, based upon acceptance of the terms outlined in this document. Cancellation of a booking must be made 24 hours prior to the date and time of the booking. Should a cancellation be necessary within 24 hours of the scheduled booking, a cancellation fee of 20% of the quoted fees shall apply. Cancellation fees must be paid in full prior to re-booking the Marine Surveyor. Marine Surveys Canada reserves the right, at the discretion of a Marine Surveyor, to postpone or cancel a booking based on weather conditions, scheduling conflicts, or other unforeseen circumstances. Marine Surveys Canada acknowledges, however, that services will not be unreasonably withheld.

Marine Surveys Canada is committed to providing competent and professional services to the marine industry. Should a conflict or dispute arise with any of the services provided by Marine Surveys Canada, please contact us by e-mail tim@marinesurveyscanada.com

Confirmation of the booking e-mail constitutes acceptance of the terms & conditions contained herein, and therefore will be considered by Marine Surveys Canada as acknowledgement by the client of the existence of a contract between the client and Marine Surveys Canada, according to the limitations of federal & provincial law. Marine Surveys Canada will not, under any circumstances, divulge information to a third party without the written consent of the client. Further, Marine Surveys Canada offers no guarantees or warranties to any third party to this agreement.

Sincerely yours,



Tyler Lewis
Director, Western Operations
Marine Surveys Canada



Timothy Martin
Director, Eastern Operations
Marine Surveys Canada