

INTERNATIONAL INSTITUTE OF MARINE SURVEYING CODE OF PRACTICE

- The Surveyor member shall at all times maintain in force Professional Indemnity Insurance at a realistic level in accordance with the Surveyor's work and professional status.
- A Surveyor member will discharge his professional responsibility with integrity and shall at all times advise or report in a fair and factual manner without prejudice or favour.
- Advices written or verbal to a Client are to be confidential to that Client and disclosure to a third party requires the permission of the client such permission to be in writing. All details held with regard to the Client are protected under the Data protection act.
- A Surveyor member shall not accept or offer any commission or other hidden payment from or to a Client or the vendor, broker or any boatyard.
- The Surveyor member must disclose to the Client any pecuniary or other interest with regard to the craft prior to accepting any instruction.
- If a Surveyor member is acting in a consultative capacity he must disclose any possible conflict of interest whether or not he considered this would be advantageous or detrimental to that Client's interest.
- A Surveyor member shall not agree to undertake a survey of any craft unless he can be reasonably satisfied permission has been obtained from the Owner or broker or other agent.

CONTRACT OF SURVEY

- On receipt of an initial enquiry for a survey the Surveyor member shall ascertain the client's detailed requirements and should draw attention to the types of survey available in accordance with the institute's Code of Practice for "Small Craft Surveys".
- The Surveyor member should advise the Client of any opening up or pressure washing of the craft required prior to survey and the possible limitation that could apply if this was not possible.

- The Surveyor member should advise the Client of his fee rates detailing exactly what these rates include or exclude (in the currency agreed) plus any VAT (or equivalent national tax liability) which may apply.
- The Surveyor member should advise the Client that in the event of cancellation of the survey by the Client or due to circumstances beyond the control of the survey e.g. craft not ready for survey, changes of plan, stress of environmental conditions, the Surveyor member is entitled to make a reasonable charge.
- The Surveyor member shall not forego any part of his agreed fee on the grounds some parts of the craft were not accessible at the time of survey.
- The Client should be informed of all charges that will or could be incurred and would be to the Client's account with regard to transport of the craft and removal of the craft from the water and any opening up required by the Survey or the Client should be advised to obtain the Owner's permission for this to be done and by which boatyard- Prior to survey.
- The Surveyor member is strongly advised not to become involved in instructions to or from a boatyard on behalf of a Client unless such instruction is received from the Client in writing.

THE CONDITION SURVEY REPORT

The report should contain the following minimum information:

- a) The Client's name, type and purpose of survey.
- b) Vessel's identification, including the following: 1. Name; 2. Builder's and designer's names; 3. Year of build; 4. Registration number and tonnage; 5. Dimensions.
- c) Date(s) and place of survey.
- d) A description of the extent of limitations of the survey and reason of non inspection of any section or area of craft.
- e) Identification and classification of defects found.

- f) Recommendations.
- g) A conclusion, summarising the principal findings.

Further observations may be contained within the report at the Surveyor's discretion or by agreement with the Client:

- a) Any comment with regard to design, stability or performance.
- b) Recommendations for the further examination of parts unseen.
- c) General maintenance comments including defects.
- d) Comments with regard to the suitability of the vessel for the Client's intended purpose and recommendations for any modifications, equipment or layout.

TYPES OF SURVEY

- a) Pre-purchase or Condition Survey.
- b) Damage Survey.
- c) Valuation inspections.
- d) Machinery, electrical and ancillary equipment inspections, these are undertaken only by Surveyors with a specialist knowledge, experience and qualification of such equipment. It would be expected of the Surveyor member to report in a general manner with regard to the condition of these items.
- e) Consultancy, comprising, preliminary inspections, part survey within agreed terms of reference in writing, trials and supervision of new build.

PRE-PURCHASE CONDITION SURVEY.

- This is by far the most common survey and will in most cases, be the most detailed and in depth survey where the Client, frequently, is a first time buyer with little or no previous knowledge in this field and has total reliance on the Surveyor's expertise.
- This survey is normally but not exclusively required by the Owner or prospective Owner of

the craft for the purpose of obtaining insurance, finance or as security for a loan, or indeed just for the Owners use. The Client's requirements should be clearly discussed and agreed prior to accepting instructions to ascertain the exact purpose of the survey and the possible duty of care and to whom.

NB. A pre-purchase and condition survey is considered to ascertain the structural condition of the craft. All other items are inspected on a non-intrusive, visual basis only unless specifically agreed in the contract of survey.

The following list is considered to be the minimum areas/items that should be covered by the Surveyor undertaking and carrying out this type of survey:

Bilge Pumps; Cathodic Protection; Davits, boarding ladders and accesses; Decks and deck equipment; Electrical installations; Equipment levels; Fastenings; Fire equipment; Fresh water installations; Fuel tanks and pipework; Gas systems; Ground tackle, Guard and handrails; Hatches and openings, Hull bottom coating; Keel; Machinery; Mast, rigging and sails; Plumbing; Rudders and hangings; Safety equipment; Shafts and couplings; Skin fittings and sea cocks; Steering gear; Stem gear; Stern glands; Superstructure; Toilet installations, Ventilation systems; Windows and portlights.

The survey should at all times be undertaken in accordance with the Code of Practice published by the Institute with regard to the hull structure.

The survey shall contain recommendations as to work required and the Client should be advised in writing to obtain several estimates for this work prior to purchase.

DAMAGE SURVEYS

- This type of survey is required if the craft has suffered any form of damage from what ever cause.
- This type of survey will be restricted to surveying and reporting on the extent and nature of the damage.
- It is possible that the Surveyor may be asked to give an opinion or investigate into the cause of the damage. This should not be given unless the Surveyor is working under specific agreed instructions and that any opinions stated can be fully substantiated and supported by evidence that would stand in any possible litigation.
- The Surveyor maybe asked for recommendations for repair, this should only be done with the express instruction from the Client.

VALUATION INSPECTIONS

- Valuations are often requested by the Client to obtain insurance and/or finance or required by solicitors or financial institutions with regard to probate or other matters.
- The purpose of the valuations and so dictating the limits of the inspection should be clearly defined.
- The valuation document is a separate entity unless specifically agreed with the Client as an integral part of a full pre-purchase survey.

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