

Whitsunday Marine Surveys

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Condition report for “Samarai”



Survey Date: 6th December 2023.

Client: Ms. Elaine Brandt.

Email: bruela@activ8.net.au

Phone: 0427 844 049.

Vessel Type: Powercat.

Manufacturer/ Model: *Kevlacat/ 3100 Flybridge Deluxe.*

Build year: 2007.

Registration: QE888Q.

LOA/Beam/Depth: 31ft (9.42m).

Type of survey: Condition report.

Location: On a trailer at Midge Point, Queensland 4799.

Please note that this report is issued solely and in confidence to; *Ms. Elaine Brandt*, and that *Whitsunday Marine Surveys* will under no circumstances be liable to any other person or organisation for any aspect of this report.

HULL

Construction: FRP/kevlar composite.
Plywood/composite bulkheads and structure.

Underwater section: In sound condition.
No osmosis or delamination was detected.



Topsides: Solid FRP/kevlar topsides.
Gloss white gelcoat in good condition.
Tunnel was in good condition.

Transom: In sound condition.



FRP swim platform.
Boarding ladder on centerline.

Aluminium outboard pods were secure.

Inside of hull:

Hull was divided by separate watertight compartments.
Access to internal structure of hull was very limited.

Foredeck:

Cored FRP, appeared sound and solid with no soft areas detected.
FRP sprit.
SS tube bowrail.
Maxwell, deck hatch in good condition.



Aft deck:

Sound and in good condition.
Boarding gates to port and starboard.
Aluminium tube framework and fabric bimini.



Flybridge:

Helm station on flybridge.

Superstructure:

Cored FRP half-cabin in sound condition.
Aluminium framed windscreen and sliding side windows in good condition.

ACCOMMODATION

Forward cabin: To starboard.
Double berth.



Head: To port.
Jabsco, 12 volt toilet.
Shower and sink.

Galley: To port.
SMEV, cooktop.
Isotherm, 12 volt fridge/freezer.
SS sink.



Dining: To starboard.
Seating and table.

MACHINERY

Engines: 2x *Mercury Verado 1250V34LD*, 250Hp, outboard motors.

SS propellers.



- Serial numbers:** Not sighted.
- Fuel:** Underfloor tanks in hulls.
- Steering:** Single station hydraulic steering.
Hydraulic ram fittings were secure.
No fluid leaks were seen.
- Bilge pump:** *Rulemate*, 500gph 12 volt submersible.

ELECTRICAL

12 volt DC system

- Batteries:** Separate house and cranking batteries.
Cabling, terminals and wiring appeared to be in serviceable condition where seen.
- Charging:** Shorepower and engine alternators.

DC system had an electrical panel with circuits protected by breakers.

Note: This report is not intended to be an electrical survey and if the client has any concerns regarding the electrical system that a qualified person be engaged.

ELECTRONICS/ NAVIGATION EQUIPMENT

- Navigation lights:** Port and starboard navigation lights on superstructure.
All round white/anchor light.

Radios: *GME GX600*, VHF.

Compass: 100mm *Danforth*.



GPS: *Raymarine Hybridtouch*, MFD/plotter.

Depthsounder: *Furuno*, fishfinder.

Autopilot: *Raymarine i70*.

SAFETY EQUIPMENT

Fire extinguishers: 2x 1.0kg dry chemical powder extinguishers.

Life jackets: Several PFD Type 1 sighted.

MOB: Not sighted.

Flares: Not sighted.

EPIRB: Sighted, expiry 8/2028.

First Aid: Sighted.

It is the responsibility of the operator of the vessel to ensure that all safety and lifesaving equipment is carried and maintained in accordance with local regulations and the area of intended operation.

GROUND TACKLE

Anchors: *Mantus*, HHP plough with approx. 6m x 10mm chain plus approx. 80m x 16mm nylon rode.



Windlass: Electric drum winch.

GENERAL COMMENTS AND CONDITION

The vessel was considered to be structurally sound and constructed to a good boatbuilding standard.

The condition of the vessel was considered to be good overall and appeared to have been well maintained and upgraded with quality equipment as required.

WHITSUNDAY MARINE SURVEYS STANDARD TERMS AND CONDITIONS

1. Definitions

"Surveyor"/"Consultant" is the Surveyor/Consultant trading under these conditions.

"Client" is the party at whose request or on whose behalf the *Whitsunday Marine Surveys* undertakes surveying services.

"Report" means any report or statement supplied by *Whitsunday Marine Surveys* in connection with instructions received from the Client.

"Disbursements" means the cost of all reasonable photography, reproduction of drawings, diagrams, sketches and printing, duplicating and, where applicable, electronic transmission fees, and all reasonable and appropriate expenses including travel, refreshments and hotel accommodation where an overnight stay is necessary.

"Fees" means the fees charged by *Whitsunday Marine Surveys* to the Client and including any goods and services tax where applicable and any Disbursements.

2. Scope

Whitsunday Marine Surveys shall provide its services solely in accordance with these conditions.

3. Work

The Client will set out in writing the services which it requires *Whitsunday Marine Surveys* to provide. *Whitsunday Marine Surveys* will confirm in writing that it accepts those instructions or alternatively what services it will perform in connection with the Client's instructions.

Once *Whitsunday Marine Surveys* and the Client have agreed what services are to be performed (the Services) any subsequent changes or additions must be agreed by both parties in writing. For the avoidance of doubt, if the instructions are not provided in writing but the surveyor nevertheless confirms their acceptance of these, the services will be provided in accordance with these conditions.

4. Payment Terms

The Client shall pay *Whitsunday Marine Surveys* fees punctually in accordance with these conditions and in any event not later than 30 days following the relevant invoice date, or in such other manner as may have been agreed in writing between the parties.

5. Obligations and Responsibilities

(a) Client: The Client undertakes to ensure that full instructions are given to *Whitsunday Marine Surveys* in writing and are provided in sufficient time to enable the required Services to be performed effectively and efficiently and to procure all necessary access for *Whitsunday Marine Surveys* to goods, premises, vessels, installations and transport and to ensure that all appropriate safety measures are taken to provide safe and secure working conditions. *Whitsunday Marine Surveys* shall not be liable for any loss or damage, resulting from late, incomplete, inadequate, inaccurate or ambiguous instructions.

(b) Surveyor: *Whitsunday Marine Surveys* shall use reasonable care and skill in the performance of the Services in accordance with sound marine surveying/consulting practice.

(c) Reporting: *Whitsunday Marine Surveys* shall submit a final written Report to the Client following completion of the agreed Services describing *Whitsunday Marine Surveys* findings and the condition and/or quality of the object and/or purpose of the assignment, unless otherwise expressly instructed by the Client not to do so.

(d) Confidentiality: *Whitsunday Marine Surveys* undertakes not to disclose any information provided in confidence by the Client to any third party and will not permit access to such information by any third party unless the Client expressly grants permission save where required to do so by an order of a competent court of law. If information is provided by the Client in confidence the Client undertakes to make it clear in writing what information is provided in confidence.

(e) Property: The right of ownership in respect of all original work created remains the property of *Whitsunday Marine Surveys*.

(f) Conflict of Interest/Qualification: *Whitsunday Marine Surveys* shall promptly notify the Client of any matter including conflict of interest or lack of suitable qualifications and experience, which would render it undesirable for *Whitsunday Marine Surveys* to continue its involvement with the appointment. The Client shall be responsible for payment of the *Whitsunday Marine Surveys* fees up to the date of notification.

6. Liability

(a) Without prejudice to Clause 7, *Whitsunday Marine Surveys* shall be under no liability whatsoever to the Client for any loss, damage, delay or expense of whatsoever nature, whether direct or indirect and howsoever arising UNLESS same is proved to have resulted solely from the negligence, gross negligence or wilful default of *Whitsunday Marine Surveys* or any of its employees or agents or sub-contractors.

(b) Where the Australian Consumer Law consumer guarantees do not apply and in the event that the Client proves that the loss, damage, delay or expense was caused by the negligence, gross negligence or wilful default of *Whitsunday Marine Surveys* aforesaid then, save for where loss, damage, delay or expense has resulted from *Whitsunday Marine Surveys* personal act or omission committed with the intent to cause same or recklessly and with knowledge that such loss, damage, delay or expense would probably result, *Whitsunday Marine Surveys* liability for each incident or series of incidents giving rise to a claim or claims shall never exceed a sum calculated on the basis of ten times *Whitsunday Marine Surveys* charges or Australian \$100,000, whichever is the lesser.

(c) Notwithstanding anything set out in these conditions, they are subject to the Australian Consumer Law as set out in Schedule 2 of the Competition and Consumer Act 2010 if and to the extent consumer guarantees apply to this Contract and prevent the exclusion, restriction or modification of any such consumer guarantee. The liability of *Whitsunday Marine Surveys*, if any, for breach of any consumer guarantee which applies (other than where the Services are of a kind ordinarily acquired for personal, domestic or household consumption) shall be limited at the option of *Whitsunday Marine Surveys* to the supply of the Services again or the payment of having the Services supplied again.

(d) *Whitsunday Marine Surveys* shall not be liable for loss of or damage to equipment and other items placed at its disposal by or on behalf of the Client however such loss or damage occurs.

7. Indemnity

Except to the extent and solely for the amount therein set out that *Whitsunday Marine Surveys* would be liable under Clause 6, the Client hereby undertakes to keep *Whitsunday Marine Surveys* and its employees, agents and sub-contractors indemnified and to hold them harmless against all actions, proceedings, claims, demands or liabilities whatsoever or howsoever arising which may be brought against them or incurred or suffered by them, and against and in respect of all costs, loss, damages and expenses (including legal costs and expenses on a full indemnity basis) which *Whitsunday Marine Surveys* may suffer or incur (either directly or indirectly) in the course of providing the Services under these Conditions.

8. Force Majeure

Neither *Whitsunday Marine Surveys* nor the Client shall, except as otherwise provided in these conditions, be responsible for any loss, damage, delay or failure in performance hereunder arising or resulting from act of God, act of war, seizure under legal process, quarantine restrictions, strikes, boycotts, lockouts, riots, civil commotions and arrest or restraint of princes, rulers or people.

9. Insurance

Whitsunday Marine Surveys shall effect and maintain, at no cost to the Client, Professional Liability Insurance for such loss and damage for which *Whitsunday Marine Surveys* may be held liable to the Client under these terms and conditions.

10. Surveyor's/Consultant's Right to Sub-contract

Whitsunday Marine Surveys shall have the right to sub-contract any of the services provided under these conditions, subject to the Client's right to object on reasonable grounds. In the event of such a sub-contract *Whitsunday Marine Surveys* shall remain fully liable for the due performance of its obligations under these conditions.

11. Time Bar

Whitsunday Marine Surveys shall be discharged of all liability in respect of any claim for loss, damage, delay or expense suffered by the Client unless, within 12 months from the date on which *Whitsunday Marine Surveys* submits a final report to the client (or, if no report is issued, the date on which the report would have been issued), suit is brought

against *Whitsunday Marine Surveys* in the proper forum and written notice thereof is received by *Whitsunday Marine Surveys*.

12. Jurisdiction and Law

These conditions shall be governed by and construed in accordance with the laws of Australia and any dispute shall be subject to the exclusive jurisdiction of the Australian Courts.

A handwritten signature in blue ink, consisting of several loops and a long horizontal stroke extending to the right.

13/12/2023

**Julian Smallwood
AMSA Accredited Surveyor No. 127327
Diploma Lloyds Maritime Academy
Marine Surveyors Association No.218**