

# Thara Pty Ltd trading as ROBS MARINE SURVEYING (RMS)

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# **SURVEY REPORT**

REF: 202212/1772



At the request of Mark Campbell (Client) of 29 Carrington Pde. Freshwater NSW 2096, RMS carried out an 'out of water' pre purchase condition survey, at Clontarf Marina (Location of vessel) on 9<sup>th</sup> December 2022 (Date of inspection).

## **Specification of Vessel**

Name: **BONANZA Model:** Wal Shirt cruiser **Hull material: Timber Hull colour:** White **Designer: Wal Shirt Builder: Wal Shirt Launched:** 1961 LOA: 10.67m 3.5m Beam: 0.99m **Draft: Displacement: Approx 6 tonnes Registration/HIN # AUWWA000660A46** Waterways # **JB186N** 

## **Table of Contents**

1.	Construction & Scantlings	3
2.	General arrangement - layout	3
3.	Hull & deck – External	
4.	Hull & deck – Internal	4
5.	Propulsion machinery etc	4
6.	Electrical system and other equipment	4
7.	Thru hulls and plumbing etc	5
8.	Rudder and steering gear etc	5
9.	Navigation electronics and radio transceivers etc	5
10.	Safety equipment and ground tackle	6

## 1. Construction & Scantlings

## Item

Bonanza is a carvel planked round bilge hull in Kauri over steam bent spotted gum frames and ribs. She has a hardwood keel with copper sheathing and a sacrificial docking strip. Copper fastenings with roved nails on frames, stringers and deck clamps. The hull was inspected and is in sound condition with no defects or damage.

## 2. General arrangement - layout

### Item

Forward cabin with 4 single berths, bathroom to stbd. Saloon with dining table and seating to port. Helm and controls to stbd. Bench galley to port and settee stbd. Cockpit with lazarette. Engines under saloon cabin sole.

## 3. Hull & deck – External

Item	Description/Condition
Topsides and deck	Varnished teak cabin sides. Painted topsides
	in satisfactory condition, the deck are ply
	over timber beams on deck clamps and have
	been sheathed with a non skid finish and are
	in satisfactory condition
Hatches and Windows	All appear secure and weathertight, aft port
	window is to be replaced
Wheelhouse structure	All in sound condition structurally
Anodes	n/a
Deck hardware – Winches,	All deck fittings are well secured and in
Tracks, Traveller etc	satisfactory condition
Awnings / Bimini / Covers	Awning in good condition
Toe rails / Grab rails	All secure and in satisfactory condition

## 4. Hull & deck – Internal

Item	Description/Condition
Structural/Bulkheads/Frames	All appear secure with no movement
	detected
Interior fit out	Timber furniture with teak trim, locker
	doors, cabinets, fiddles etc. Vinyl
	covered headliner, Solid timber
	floorboards on the cabin sole
	All internal varnished joinery in fair
	condition with cupboards and latches
	all operational
Bilge/Sole	There was a considerable amount of
	water in the bilge
Dampness/Mould	None
Upholstery	Blue upholstered cushions in
	satisfactory condition

# 5. Propulsion machinery etc

Item
Twin Nissan 90Hp ED33 4 cylinder freshwater cooled marinised diesel shaft
drives s/n 121745 with 659/950 Hrs. Borg Warner 2:1 hydraulic gearboxes.
Dual controls – The sea trial indicated that a full service is required.
This is not a complete mechanical survey and should be used as an indication
only. If further information is required a complete survey from a marine
mechanical engineer should be obtained.

# 6. Electrical system and other equipment

Item	Description/Condition
12v Cabin and Nav lights	Stern light not working
12v water system (cold only)	Operational
Bromic 2 burner stove	Comp #132837 dated 12/4/17
12v Isotherm fridge	Not working
40W solar panel with Voltech solar controller	Serviceable

# 7. Thru hulls and plumbing etc

Item	Description/Condition
Transducers	Not tested
Seacocks/operation	Ball valves checked and all need replacing
Pumps	2 elec/auto bilge pumps operational plus shower sump pump not tested
Toilet	TMC electric toilet with macerator not working
Tankage	S/S 500 litres fuel and 2 x S/S 200 litres water tanks

# 8. Rudder and steering gear etc

Item	Description/Condition
Rudder / Wheel	Spoked wheel steering in satisfactory condition
	- manual system with sprocket & chain
Cables and Sheaves	Satisfactory condition
Propeller	Twin 3 blade fixed propellers on 25mm S/S
	shaft in satisfactory condition
Struts and Skegs	All secure and in satisfactory condition
Bearings	Rudder and shaft bearings checked and in
	serviceable condition
<b>Emergency steering</b>	none

# 9. Navigation electronics and radio transceivers etc

Item	Make/Model	Description/Condition
GME GX290 27	Mhz radio	Not working
Marinetek sound	ler	Has power

GME GR960 CD stereo	Operational
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## 10.Safety equipment and ground tackle

Item	Description/Condition
CQR anchor with 8mm chain	Serviceable
2 x 1Kg dry powder fire extinguishers	Serviceable
Fire blanket & V sheet	Serviceable
13 Lifejackets	Serviceable
Flares	All OOD

Note: RMS is not responsible to report on whether the above safety equipment conforms to the requirements of relevant maritime authority for the areas of operation of the vessel. This is the owners/skipper's responsibility.

#### **IMPORTANT**

This report is provided by RMS to the client. Rob Landis provides services to RMS and is NOT personally responsible or liable in any way to the client in respect of this report or otherwise relating to the work performed or advice provided by RMS.

#### SCOPE OF REPORT

- 1. This report is subject to and based on:
- a) An external visual inspection of those areas of the Vessel which were fully accessible to RMS on the Date of Inspection (any limitations to access are identified in the relevant section of this report). No stripping of antifouling or surface coatings is undertaken and no below surface defects which are not readily apparent from an external visual inspection are identified in this report.
- b) RMS has not inspected woodwork or any parts or areas of the Vessel which are covered, not exposed or inaccessible without removing permanent fixtures or attachments or the use of tools or equipment.
- c) No test borings of the hull or superstructure are made. The engine and accessible mechanical and electrical equipment or machinery are visually inspected but their operation and performance is not checked. No determination of stability and handling characteristics, inherent structural integrity or sea worthiness is made.

2. RMS will not be responsible for any defects in the Vessel or omission from the report in respect of a matter described in paragraph 1.

Where this report identifies any damage or defect to any part of the Vessel or the report recommends any repair, the client should engage a qualified shipwright or repairer to determine the extent of that damage, defect or repair required and provide a quote for repair.

#### **Third Parties**

- 3. This report has been prepared solely for the private and confidential use of the Client. It must not be reproduced in whole or part or relied upon by any other person or be used for any other purpose without written authority of RMS. This report may only be used in its complete form.
- 4. This report may be provided to an insurance company or insurance broker where the report states that its purpose is to support an insurance proposal in respect of the Vessel.
- 5. RMS will not be liable to the Client or to any other person for any personal injury, death, direct or indirect loss or damage in connection with the report including loss of profits or anticipated profits irrespective of whether the loss or damage is caused by or relates to breach of contract, statute, tort (including negligence) or otherwise.

#### Warranties

- 6. RMS may rely upon (but has not verified) any information in relation to the Vessel provided by the client or others.
- 7. The Client warrants that they have fully disclosed to RMS everything in relation to the Vessel which the Client knew or ought reasonably to know which may reasonably affect this report.

#### **Liability and limitations**

- 8. This report is provided for the Clients' use only. No liability of whatever nature is assumed towards any other party and nothing in these terms, or the relationship between RMS and the Client, shall confer or purport to confer on any third party a benefit or the right to enforce any provision of these terms.
- 9. Notwithstanding any other provision of these terms:

- 10.1 RMS liability expires 6 months after delivery of the report and RMS thereafter has no liability in respect of the report or any alleged default in connection with the provision thereof;
- 10.2 RMS is not liable for any loss, damage, delay or expense of whatever nature whether direct or indirect (including but not limited to loss of profit and loss of use) and howsoever arising or resulting whether directly or indirectly in the course of or as a result of the provision of this report, (a) unless written notice is given within 14 days of the date on which the Client knew or ought reasonably to have become aware of the existence of such breach, or (b) resulting from unforeseeable causes beyond RMS's reasonable control;
- 10.3 The Client covenants with RMS that no servant or agent of RMS (including Rob Landis) shall in any circumstances whatsoever be under any liability for any loss arising or resulting directly or indirectly from any act, neglect or default on their part while acting in the course of or in connection with their employment or engagement and, without prejudice to the generality of the foregoing, every exemption, limitation and condition herein contained and every right, exemption and limitation of liability applicable to RMS or to which RMS is entitled hereunder shall also be available to protect every such servant or agent;

Notwithstanding anything to the contrary these terms are subject to the Australian Consumer Law . If and to the extent consumer guarantees apply to these terms and prevent the exclusion, restriction or modification of any such consumer guarantee, RMS liability, if any, for breach of any consumer guarantee shall be limited at RMS option to the supply of the services again or the cost of having the services supplied again.

#### Fees

11. Fees and expenses for the provision of this report are due and payable prior to the delivery of the report unless otherwise agreed. GST is payable in addition to all fees and expenses.

#### **Default**

- 12.1 Client default: RMS may terminate its appointment forthwith if the Client fails for more than 7 days to pay any sum due when demanded, or if the Client fails consistently to respond promptly to requests for information and/or instruction.
- 12.2 Other defaults: Either party may terminate RMS appointment forthwith by notice if the other party: has a petition presented for its winding up or administration which is not discharged within 14 days of presentation or any other action is taken with a view to its winding up (otherwise than for the purpose of reorganisation or amalgamation without insolvency), or become bankrupt or commit an act of bankruptcy, or make any arrangement or composition for the benefit of creditors,

or have a receiver or manager or administrative receiver or administrator or liquidator appointed in respect of any of its assets, or have anything analogous to any of the foregoing occur to it, or cease or threaten to cease to carry on business; without prejudice to the accrued rights of the other party.

## **Surveys**

13. All survey work is undertaken on the basis that no representation or guarantee is given against faulty design, latent defects or suitability of the vessel or any of its fittings or equipment for any particular purpose or compliance with any local or national law requirement or code.

## Law and disputes

14. These terms are governed by and construed in accordance with the law in New South Wales and any dispute or difference arising, or claim made, between or by the parties out of or in relation to or in connection with the report which cannot be resolved by the parties must be submitted to the non-exclusive jurisdiction of the courts of New South Wales.

#### **Miscellaneous**

- 15. No exercise or failure to exercise or delay in exercising any right, power or remedy vested in either party is deemed to be a waiver by that party of that or any other right, power or remedy.
- 16. Neither party can transfer or assign its rights or obligations under these terms without the prior written consent of the other.
- 17. In the event any provision of these terms is held to be a violation of any applicable law, statute or regulation it will be deleted and be of no force or effect and these terms remain in full force and effect as if such provision had not been included.
- 18. These terms form the entire agreement between the parties and supersede all previous agreements and understandings between them, and no warranty, condition, description, term or representation is given or to be implied by anything said or written in negotiations between the parties or their representatives prior to the communication of these terms.
- 19. Any communication required to be given under these terms by either party must be in writing and be sufficiently given either by letter, fax or electronic mail (provided the same is capable of being recorded by the recipient in durable form) sent to the other at the contact details previously notified and any such notice is deemed given at the time it would in the ordinary course of transmission have been received.

20. Both parties undertake to maintain the confidentiality of all information supplied by each other and not to divulge such information to third parties without the prior written authority of the other.

## **Signed**



Rob Landis Marine Surveyor On behalf of Thara Pty Ltd

# **PHOTOGRAPHS**







