

## Insurance Condition Report



### **EAGLE CATAMARAN 45**

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## 1.0 HOW TO READ THIS REPORT

This report reflects RTM's findings at the time of the inspection and offers an accurate and true appraisal of the vessel.

**SECTION 3.0 ~ FINDINGS AND RECOMMENDATIONS** of this document highlights the items identified at the time of this inspection that requires further investigation. Although RTM is more than happy to consult our report with you it is your responsibility to fully understand this document and where advised have the items further discussed and or inspected by independent authorised trades people.

There are priority readings within each sub-section of Section 3 as follows ~

**HIGH** ~ STRONGLY RECOMMEND IMMEDIATE FURTHER INSPECTION AND/OR REPAIR AS REQUIRED AS IT MAY HINDER THE SAFE OR PROPER OPERATION OF THE VESSEL, OR MAY BE CONSIDERED A COSTLY REPAIR

**MEDIUM** ~ REFLECTING ON GOING MAINTENANCE ITEMS AND TO BE REPAIRED IN DUE COURSE, HOWEVER DOES NOT HINDER THE SAFE OR PROPER OPERATION OF THE VESSEL

**LOW** ~ TYPICALLY REFLECTING ASTHETICS OR MINOR MAINTENANCE ITEMS

Throughout the report there are **Green** & **Red** boxes which indicate the below

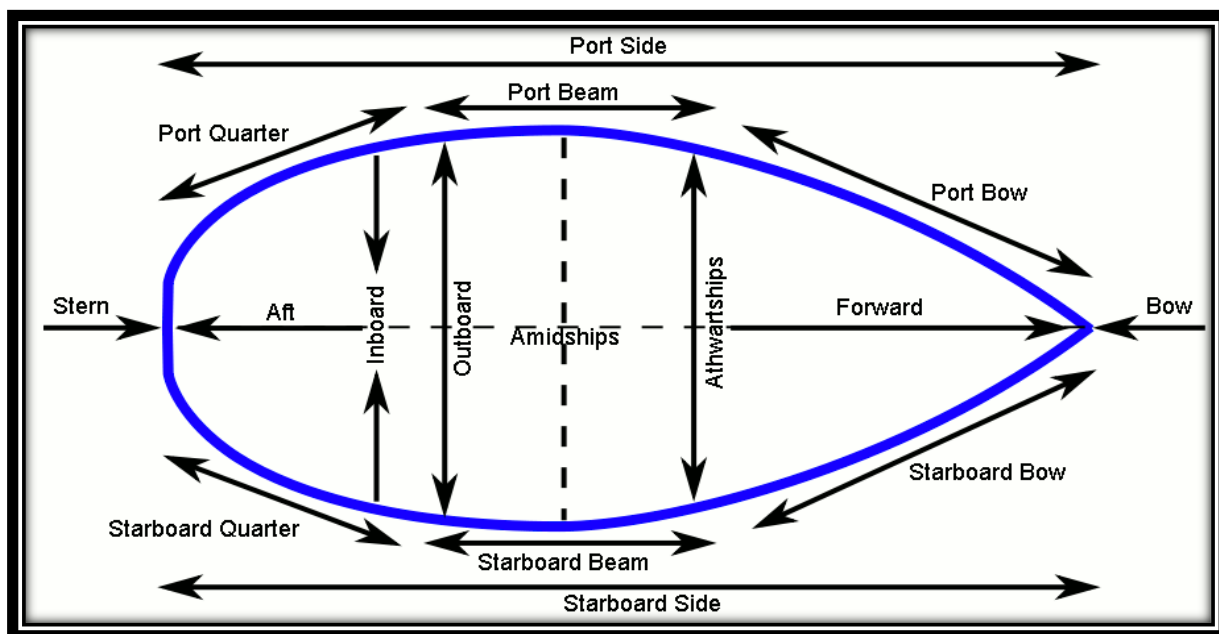
NOT APPLICABLE		
TESTED OR SIGHTED WITH NO FAULT EVIDENT	X	
REFER TO COMMENT IN SECTION 3.0		X
TESTED OR SIGHTED & REFER TO COMMENT IN SECTION 3.0	X	X

## IMPORTANT NOTES IF/WHERE APPLICABLE –

- It is highly recommended that ALL fluid leaks (if any) identified within this report reflecting machinery and systems (Inc. fresh & saltwater, coolant and oil of any type) are further inspected for their origin including any additional damage caused “if any”
- It is highly recommended that **ALL** leaks (if any) identified within this report reflecting ingress (Inc. fresh & saltwater) are further inspected for their origin including any additional damage caused “if any”
- All tanks are inspected with the content levels of content, pressures or vacuum at the time of the inspection, RTM cannot foresee any leaks that may be present if the tanks are filled to greater height or under greater pressure, or vacuum
- At all times the bilges are to be dry and free of any debris or contaminants, with all bilge systems fully operational and fit for purpose. This inspection does not include the flooding of the bilges for testing and highly recommend this to be conducted upon purchase and at regular intervals to ensure the water is being discharged
- ALL through hull fittings and valves are to be free of corrosion and valving to be free in operation for ease in the event of an emergency or for simply servicing systems
- The inspection of the electrical systems aboard is one of a visual nature only of the componentry, however if a more in-depth inspection is required it is recommended a qualified marine electrician is engaged to conduct further tests with adequate tooling and meters
- The inspection of the machinery aboard is one of a visual and audible nature only, however if a more in-depth inspection is required it is recommended a qualified person is engaged to conduct further tests with sound knowledge and tooling / computer software of the machinery aboard
- Please refer to the independent mechanical report



All instructions given in this report are as seen from the stern looking toward to the bow with starboard being to your right, and port to your left. Below is a reference diagram indicating the general shipboard directions that are referenced in this report.



The below table reflects RTM's overall appraisal of the vessel reflecting its age and items of a HIGH and or MEDIUM rating ~

CONDITION	EXPLANATION
Like New Condition	<i>The vessel is like new or in similar condition to the time of initial commissioning with no or minor faults evident</i>
Above Average Condition	<i>The vessel is in good condition however has had additional systems added and or upgrades carried out offering betterment to the vessel</i>
Good Condition	<i>The vessel is in sound condition, well cared for with minimal minor faults evident</i>
Average Condition	<i>The vessel is in a state reflecting its age and operations in mind, with faults identified however not considered major repairs</i>
Fair Condition	<i>The vessel is operational however has a substantial list of repairs to be conducted</i>
Poor Condition	<i>The vessel has not been maintained with best seakeeping practices in mind, with major faults identified that compromise the operational integrity of the vessel</i>
Unseaworthy Condition	<i>The vessel is deemed unfit for sea</i>
Under Refit Condition	<i>The vessel is not fit for purpose due to undergoing refit type works and typically out of the water, unless specified</i>

## 2.0 INSPECTION DETAILS

### 2.1 Inspection Details

<b>Client:</b>	Mr John Randel
<b>Phone:</b>	0408 070 384
<b>Email:</b>	john@doyouride.com.au
<b>Dates of Inspection ~</b>	
➤ <b>In Water:</b>	10 <sup>th</sup> June 2024
➤ <b>Out of Water:</b>	3 <sup>rd</sup> June 2024
<b>Places of Inspection ~</b>	
➤ <b>In Water:</b>	Private Residence Sanctuary Cove
➤ <b>Out of Water:</b>	The Boat Works
<b>Weather Conditions:</b>	Sunny & Calm
<b>Surveyor:</b>	Rod Twitchin
<b>Report Number:</b>	RTM3063



## 2.2 General Vessel Description

<b>Vessel Type:</b>	Motor Catamaran
<b>Hull Type:</b>	Planing
<b>Material:</b>	Fibreglass
<b>Place of Build:</b>	Steiglitz Qld
<b>Registration Number:</b>	NH871Q
<b>Year Launched:</b>	2000
<b>Hull Colour:</b>	White
<b>Superstructure Colour:</b>	White
<b>Antifoul Colour:</b>	Black

## 2.3 Vessel Specifications

<b>Length Overall:</b>	14.00 m
<b>Beam:</b>	5.00 m
<b>Draft:</b>	1.20 m



*Registration Number*

### 3.0 GENERAL CONDITION COMMENTS

Rod Twitchin Marine (RTM) was engaged to conduct a professional and unbiased inspection aboard this vessel for the purposes of an Insurance Condition appraisal. At the time of this inspection the vessel appeared sound and in average condition considering its age, and subject to the comments within this document.

At this time the vessel was out of the water undergoing typical out of water annual maintenance which also included a new antifoul and propspeed application. This vessel appears to be well maintained and a good example of a motor catamaran of its size.


#### Special Notes:

- *Various items may be considered ongoing maintenance items or items that are typically considered consistent with the age of the vessel. Due to the "non-destructive" nature of our inspections, various items may require further inspection, or inspection by a specific tradesman to offer a full appraisal of that item and recommend this is discussed or conducted in a timely manner.*
- *This report is specific for and reflects its title on the cover page, and for the person(s) named within Section 2.0. This report is not transferable and RTM will not be held accountable by any other parties for any liabilities "whatsoever."*

Thank you for the opportunity to assist you with your appraisal, and please do not hesitate to contact RTM within business hours Monday to Friday if we can assist you in any way moving forward.

Please visit [www.rtrmarine.com.au](http://www.rtrmarine.com.au) to gain an overview of our services.

Yours sincerely,



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## 4.0 MACHINERY & RUNNING GEAR

### NOTE:

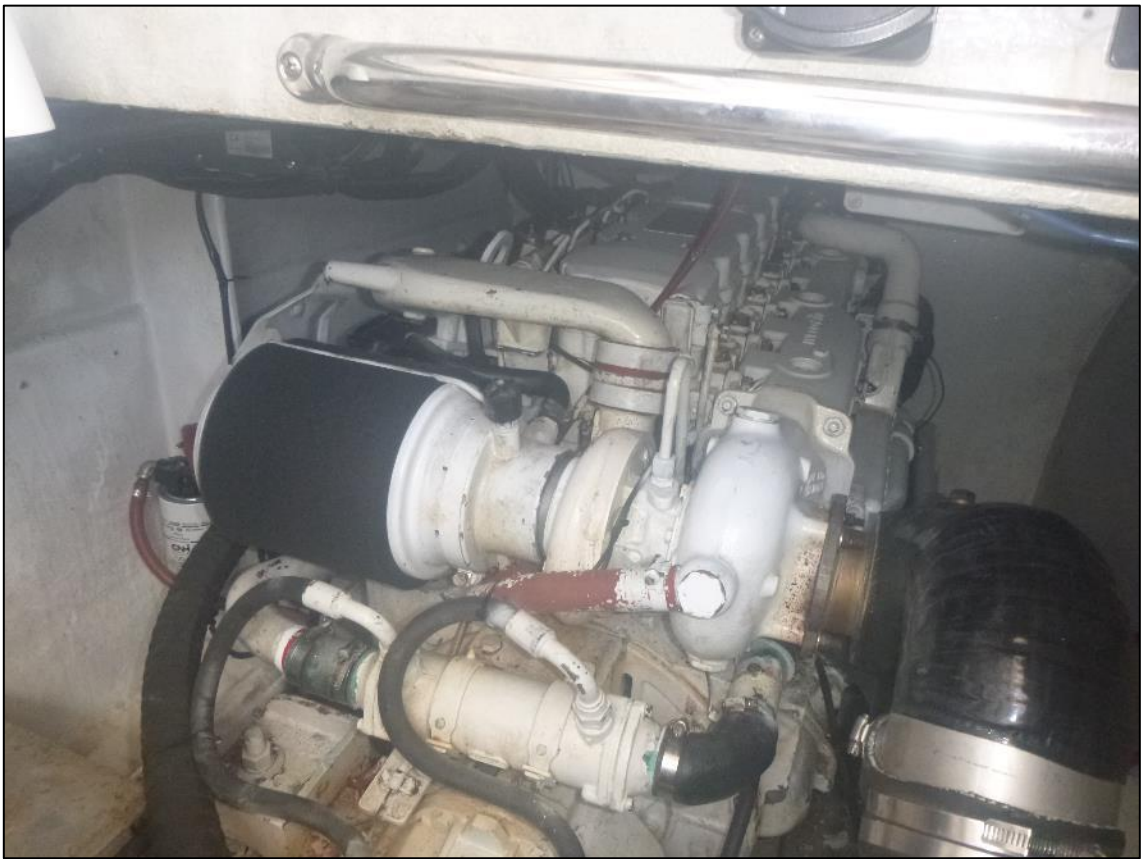
- As stated within the quotation the inspection of the machinery aboard is one of a visual nature only, however if a more in-depth inspection is required it is recommended a qualified person is engaged to conduct further tests with sound knowledge and tooling / computer software of the machinery aboard

### 4.1 Main Engines (Port & Starboard)

<b>Make:</b>	Iveco	X	
<b>Model:</b>	N60ENTM37	X	
<b>Hours ~</b>			
➤ <b>Port:</b>	1497.5 Hours	X	
➤ <b>Starboard:</b>	1500.5 Hours	X	
<b>Serial Numbers ~</b>			
➤ <b>Port:</b>	68202	X	
➤ <b>Starboard:</b>	71104	X	
<b>Water Leaks:</b>		X	
<b>Oil Leaks:</b>		X	
<b>Corrosion Evident:</b>		X	
<b>Operated:</b>	Nil		

### 4.2 Gearbox (Port & Starboard)

<b>Make:</b>	Unknown	X	
<b>Oil Leaks:</b>		X	
<b>Water Leaks:</b>		X	
<b>Corrosion Evident:</b>		X	
<b>Coupling Condition:</b>		X	
<b>Operated:</b>	Not applicable due to vessel being out of water		



*Port Main Engine*



*Starboard Main Engine*



*Port Gearbox*



*Starboard Gearbox*



*Port Shaft Seal*



*Starboard Shaft Seal*

## 4.3 Running Gear

### 4.3.1 Propellers

Type:	Fixed	X	
Material:	Bronze	X	
Blades:	4	X	
Propeller Diameter:	620mm Ø	X	
Visible Damage:		X	
Pitting Evident:		X	
Propspeed:	New	X	

### 4.3.2 Propeller Shafts

Diameter:	44mm Ø	X	
Material:	Stainless Steel	X	
Bearing Movement:	Nil	X	
Visible Damage:		X	
Pitting Evident:		X	
Propspeed:	New	X	

### 4.3.3 Rudders

Type:	Spade	X	
Construction:	Stainless Steel Blade with Stainless Steel Stock	X	
Movement:	Nil	X	
Visible Damage:		X	
Pitting Evident:		X	
Antifoul:	New	X	
Rudder Stock Seal:	Other	X	



*Running Gear – Pre Propspeed application*

## 4.4 Generator

<b>Make:</b>	Paguro 9000	X	
<b>Serial Number:</b>	Unknown	X	
<b>Hours:</b>	689 Hours	X	
<b>Output:</b>	240v AC 50HZ	X	
<b>KW:</b>	8 Kw	X	
<b>RPM:</b>	3000 RPM	X	
<b>Water Leaks:</b>		X	
<b>Oil Leaks:</b>		X	
<b>Corrosion Evident:</b>		X	
<b>Operated:</b>	Nil		



Generator

## 5.0 VESSELS SYSTEMS

### 5.1 Ancillary Systems

<b>Air-Conditioning:</b>	Domestic type	X	
<b>Desalinator:</b>	Sea Recovery	X	
<b>Steering Type:</b>	Hydraulic	X	
<b>Davit:</b>	Davco	X	
<b>Saltwater Pump:</b>	Various	X	



*Desalinator*



Steering System



Davit



## 5.2 Anchor Gear

<b>Winch:</b>	Maxwell	X	
<b>Chain:</b>	Galvanised Type	X	
<b>Anchor:</b>	Plough	X	
<b>Anchor Locker:</b>		X	
<b>Anchor Roller Assembly:</b>		X	
<b>Corrosion Evident:</b>		X	
<b>Controls:</b>		X	

### ADVISORY NOTES ONLY:

Where possible it is highly recommended that ~

- the anchor shackles are moused with 316 grade stainless steel wire to stop the possibility of the shackle pins undoing by themselves
- a safety line is clipped onto the anchor or chain when it is in the stowed position stopping the possibility of the anchor deploying when underway



Anchor Arrangement



*Winch Motor & Gearbox*



*Chain Locker*

## 5.3 Sewerage Systems

### 5.3.1 Heads

Type:	Macerator	X	
Amount:	1	X	
Appearance:		X	
Leaks Evident:		X	
Holding Tank:		X	
Operated:	Nil		



Head

## 5.4 Fuel System

Type:	Diesel	X	
Capacity Approx.:	1000 Litres	X	
Number of Tanks:	2	X	
Construction:	Aluminium	X	
Location:	Aft in both hulls	X	
Isolating Valves:		X	
Primary Fuel Filters:	Racor	X	
Hosing:	Rubber	X	
Leaks Evident:		X	



Primary Fuel Filter



Fuel Tank

## 5.5 Electrical Systems

**NOTE:** The inspection of the electrical systems aboard including batteries is one of a visual nature only of the componentry, however if a more in-depth inspection is required it is recommended a qualified marine electrician is engaged to conduct further tests with adequate tooling and meters.

### 5.5.1 240vAC System

<b>Voltage:</b>	240vAC	X	
<b>Cycles:</b>	50Hz	X	
<b>Phase:</b>	Single Phase	X	
<b>Volt Meter:</b>		X	
<b>Amp Meter:</b>		X	
<b>Circuit Protection:</b>		X	
<b>Battery Charger:</b>	Mastervolt	X	
<b>Invertor:</b>	Mastervolt	X	
<b>Shore Power Connection:</b>	15 amp	X	



Electrical Management Board



*Shore Cable and Circuit Protection*

## 5.5.2 Battery DC Powered Electrical Systems

House Voltage:	12vDC	X	
Main Engine System Voltage:	12vDC	X	
Generator System Voltage:	Choose an item.		
Battery Type:	12vDC	X	
Battery Isolating Switches:			
Battery Paralleling Switch:			
Volt Meters:			
Amp Meters:			



*Electrical Management Board*



*Batteries*

## 5.6 Helm

This vessel is equipped with suitable navigational equipment fit for inland and open water cruising

It is highly recommended that all navigation equipment including lights are tested for good working order prior to departing for any intended voyage and registered if applicable.

It is the Captains responsibility to ensure the equipment aboard is suitable for the conditions and intended trip within the areas of operations, weather and visibility in mind. (but not limited to).



*Helm*



## 5.7 Bilge Systems

DC Pumps:	12vDC	X	
Float Switches:		X	
Hosing:		X	
Clamping:		X	
Bilge Condition:		X	

**Note:** The bilge pumps have been electrically or manually tested only, and recommend the bilges are flooded and that the float switches operate, and the pumps (electric or manual) physically discharge the water from the bilges. It is also recommended the bilges are clean or debris or contaminants prior conducting this testing.



*Bilge System Arrangement*

## 6.0 CONSTRUCTION

<b>Hull:</b>	Fibreglass	X	
<b>Deck:</b>	Fibreglass	X	
<b>Superstructure:</b>	Fibreglass	X	
<b>Frames:</b>	Fibreglass	X	
<b>Stringers:</b>	Fibreglass	X	
<b>Bulkheads:</b>	Fibreglass	X	
<b>Windows:</b>	Glass	X	
<b>Deck Hatches:</b>	Polycarbonate	X	



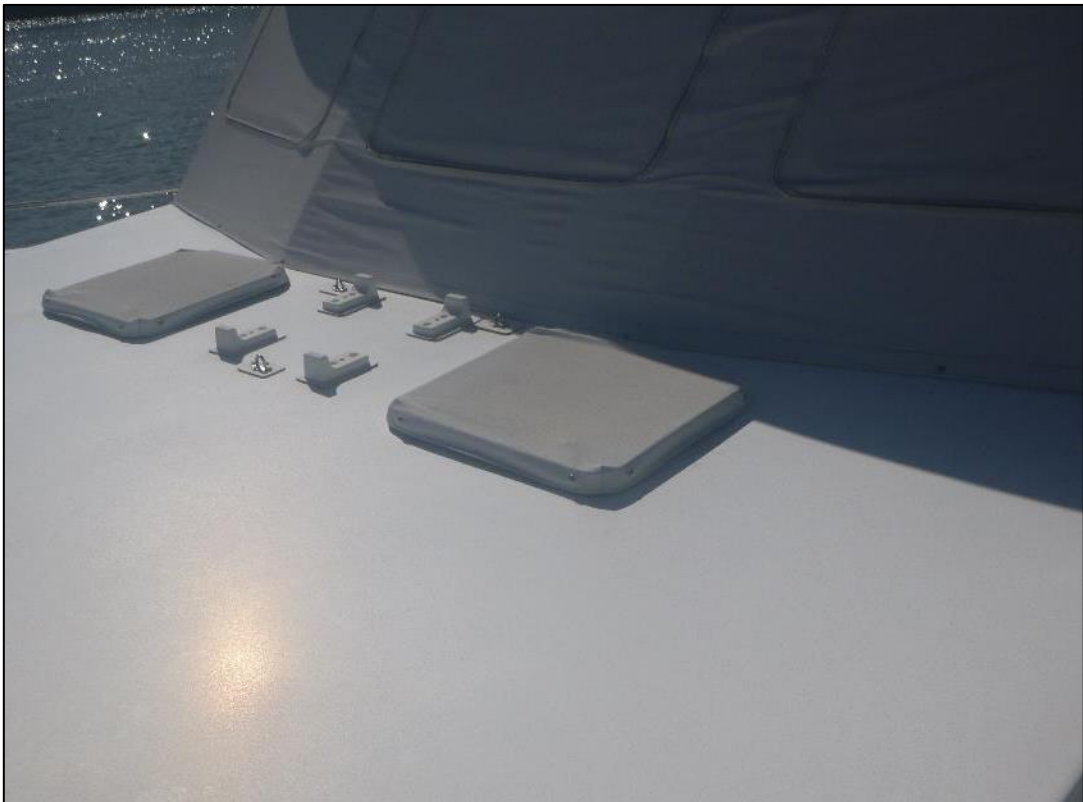
*External Construction*



*Internal Construction*



*Windows ~ Typical Example Aboard*



*Deckhatch ~ Typical Example Aboard*

## 7.0 HULL EXTERIOR

### 7.1 Hull ~ Below Waterline

<b>Percussion Test:</b>		X	
<b>Visual – Cracks/Blistering/Osmosis:</b>		X	
<b>Antifoul:</b>	New	X	
<b>Impact Evident:</b>		X	
<b>Anode Condition:</b>	New	X	



*Transom*



*Port ~ Forward*



*Port ~ Forward*



*Starboard ~ Forward*



*Starboard ~ Forward*



*Port ~ Midships*



*Starboard ~ Midships*



*Port ~ Aft*



*Port ~ Aft*





*Starboard ~ Aft*



*Starboard ~ Aft*

## 7.2 Hull ~ Above Waterline

Impact Evident:		X	
Blistering Evident:		X	
Blemishes-Scratching Evident:		X	
Stress Fracturing Evident:		X	
Rubbing Strakes:		X	
Overall Aesthetics:		X	



Bow



*Port Hullside Fwd*



*Starboard Hullside Fwd*



*Port Hullside Aft*



*Starboard Hullside Aft*



*Stern*



*Tunnel ~ Forward*

### 7.3 Decks

Impact Evident:		X	
Blistering Evident:		X	
Blemishes-Scratching Evident:		X	
Stress Fracturing Evident:		X	
Any Softening Detected:		X	
Condition of Non-Skid:		X	
Perma Teak:		X	
Deck Hatches:		X	
Overall Aesthetics:		X	



Fore Deck



*Port Deck*



*Starboard Deck*



*Aft Deck*



Upper Deck





*Port Upper Deck*



*Starboard Upper Deck*

## 7.4 Superstructure

Impact Evident:		X	
Blistering Evident:		X	
Blemishes-Scratching Evident:		X	
Stress Fracturing Evident:		X	
Windows:		X	
Hatches:		X	
Doors:		X	
Overall Aesthetics:		X	



*Superstructure*

## 8.0 DECK HARDWARE AND RIGGING

### 8.1 Deck Hardware

<b>Handrails:</b>	Polished 316 Grade Stainless Steel	X	
<b>Stanchions:</b>	Polished 316 Grade Stainless Steel	X	
<b>Bollards:</b>	Various	X	
<b>Mast:</b>	For housing navigation equipment	X	



*Mast*



*Handrails*

## 9.0 VESSEL INTERIOR

<b>Hard Fitout:</b>		X	
<b>Soft Fitout:</b>		X	
<b>Flooring</b>		X	
<b>Windows &amp; Hatches:</b>		X	
<b>Doors:</b>		X	
<b>Bilge:</b>		X	
<b>Overall Aesthetics:</b>		X	



Reference 1



Reference 2



Reference 3



Reference 4



Reference 5



*Reference 6*

## 10.0 SAFETY & FIRE EQUIPMENT

### 10.1 Life Saving & Fire Equipment

- It is highly recommended that the safety and fire equipment on board is in accordance with the local waterway authorities "Guidelines for Recreational Vessels" for the areas in which the vessel is to operate. Additionally, the safety equipment is to be regularly inspected and in date where applicable
- Regular drills should be conducted so the master has sound knowledge of equipment operational procedures in the event of an emergency





## 10.2 Tender and Motor

Type:	Rib	X	
Motor:	Outboard type	X	



*Tender and Motor*

## 11.0 SURVEY INSPECTION CONDITIONS

This inspection report was generated by Rod Twitchin Marine Pty Ltd for the engaged client and remains the property of Rod Twitchin Marine Pty Ltd. Copying or distributing this document is illegal unless under the direction of Rod Twitchin Marine Pty Ltd. The client agrees that Rod Twitchin Marine Pty Ltd has the authority to share this report with any third parties at the surveyor's discretion, including information gained by the client. Certain information in the report has been gained from the broker's specification sales sheet.

This unprejudiced inspection report reflects on the vessels condition and value at the time of this inspection only, as a result Rod Twitchin Marine Pty Ltd cannot be accountable for any defects or conditions that may be exposed after this time.

While we have taken all reasonable care when carrying out the inspection to which this report relates and in producing the information in this report, the inspection did not and the report does not consider the condition of every part of the relevant craft. In particular, this report relates only to those parts of the craft which were able to be inspected without us undertaking major work, including (but not limited to) to the following:

This inspection is one of a visual nature only and non-intrusive, a percussion test has been conducted on the hull bottom to accessible areas. The visual or percussion test does not guarantee the whole vessel is free of blisters or osmosis as they can change in appearance with the current temperature, humidity and or lighting. Additionally, no penetration to the coating was conducted therefor Rod Twitchin Marine Pty Ltd cannot be accountable for any issues arising relating to blistering, osmosis, corrosion or pitting. Any defects covered by paint or the like at the time of the inspection are not covered in this report. It is recommended that the client seeks professional advice from a qualified person if blistering or osmosis is noted in this report as it is typically more extensive than identified in a percussion or visual test without penetrative investigations.

The inspection of all machinery, ancillary and electrical systems including installation is visual only and not considered a mechanical or electrical report, Rod Twitchin Marine Pty Ltd recommends the client engages a qualified person if a mechanical or electrical report is required. If this report relates to a vessel with rigging Rod Twitchin Marine Pty Ltd recommends a qualified rigger is engaged to offer an independent report. Rod Twitchin Marine Pty Ltd insists an owner's representative with sound knowledge of the vessel is present at the time of the inspection to operated machinery, systems and offer local knowledge, if no representative is present at this time certain machinery and systems may not be operated as failure may occur. This is to be determined by the surveyor.

All areas of the vessel that are covered with paint or the like, not accessible or not visible for any reason at the time of the inspection are not covered in this report, for example but not limited to, behind deckheads, bulkheads and coverings, beneath deck coverings internal and external, and fixed soles creating a sealed void. Areas of the vessel covered or hindered by travel lifts including straps, cradles, trailers, scaffold or the like are not covered in this report. Therefor this report is not considered a full appraisal of the whole vessel however limited to the areas that could be satisfactorily inspected at the surveyor's discretion.

At the time of this inspection Rod Twitchin Marine Pty Ltd has taken all precautions and has exercised all knowledge and experience gained to conduct a thorough inspection however no guarantee or warranty can be given to the vessels condition as a whole or part thereof, including machinery and all systems. It is not Rod Twitchin Marine Pty Ltd's responsibility to advise the client if the vessel in this report is suitable to the client's needs and cannot be held accountable.

## 12.0 TERMS & 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 Surveyor/Consultant undertakes surveying services.

"**Report**" means any report or statement supplied by the Surveyor/Consultant 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, subsistence and hotel accommodation where an overnight stay is necessary.

"**Fees**" means the fees charged by the Surveyor/Consultant to the Client and including any value added tax where applicable and any Disbursements.

### 2. Scope

The Surveyor/Consultant shall provide its services solely in accordance with these terms and conditions.

### 3. Work

The Client will set out in writing the services which it requires the Surveyor/Consultant to provide. The Surveyor/Consultant will confirm in writing that it accepts those instructions or alternatively what services it will perform in connection with the Client's instructions. Once the Surveyor/Consultant 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.

### 4. Payment

The Client shall pay the Surveyor/Consultant's Fees punctually in accordance with these Conditions and in any event not later than 5 days following the relevant invoice date, or in such other manner as may have been agreed in writing between the parties. Any delay in payment shall entitle the Surveyor/Consultant to interest at 8% above the Base Lending Rate of the Reserve Bank of Australia prevailing at the time of default.

### 5. Obligations and Responsibilities

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

**(b) Surveyor:** The Surveyor/Consultant shall use reasonable care and skill in the performance of the services in accordance with sound marine surveying/consulting practice.

**(c) Reporting:** The Surveyor/Consultant shall submit a final written Report to the Client following completion of the agreed Services describing the Surveyor's/Consultant's 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:** The Surveyor/Consultant 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.

**(e) Property:** The right of ownership in respect of all original work created by the Surveyor/Consultant remains the property of the Surveyor/Consultant.

**(f) Conflict of Interest/Qualification:** The Surveyor/Consultant 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 the Surveyor/Consultant to continue its involvement with the appointment. The Client shall be responsible for payment of the Surveyor/Consultant's Fees up to the date of notification.

### 6. Liability

**(a)** Without prejudice to Clause 7, the Surveyor/Consultant 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 the Surveyor/Consultant or any of its employees or agents or subcontractors.

**(b)** In the event that the Client proves that the loss, damage, delay or expense suffered was caused by the negligence, gross negligence or wilful default of the Surveyor/Consultant aforesaid, then, save where loss, damage, delay or expense has resulted from the Surveyor's/Consultant's 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, the Surveyor's/Consultant's 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 the Surveyor's/Consultant's charges or \$2,000,000.00AUD whichever is the greater.

(c) Without prejudice to (a) and (b) above, the Surveyor/Consultant shall not be liable for loss of or damage to physical equipment and property placed at its disposal by, or on behalf, of the Client however such loss or damage occurs, unless such loss or damage was caused by act or omission committed with intent to cause some or recklessly with knowledge that such loss or damage would probably result.

#### **7. Indemnity**

Except to the extent and solely for the amount therein set out that the Surveyor/Consultant would be liable under Clause 6, the Client hereby undertakes to keep the Surveyor/Consultant 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, but not limited to, legal costs and expenses on a full indemnity basis) which the Surveyor/Consultant may suffer or incur (either directly or indirectly) in the course of the Services under these Conditions.

#### **8. Force Majeure**

The Surveyor/Consultant and/or the Client shall not, except as otherwise provided in these Conditions, be responsible or have any liability for any loss, damage, delay or failure in performance hereunder arising or resulting from act of God (including, but not limited to earthquake, flood, tsunami, volcano, hurricane, tropical storm, cyclone, blizzard or other similar event), act of war, terrorist attack, nuclear contamination, seizure under legal process, epidemic quarantine restrictions, strikes, boycotts, lockouts, riots, civil commotions and arrest or restraint of princes, rulers or people. Following a force majeure event either party may serve notice on the other to terminate the agreement.

#### **9. Insurance**

The Surveyor/Consultant shall affect and maintain, at no cost to the Client, Professional Liability Insurance for such loss and damage for which the Surveyor/Consultant may be held liable to the Client under these terms and conditions.

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

The Surveyor/Consultant shall have the right to sub-contract any of the services provided under the Conditions, subject to the Client's right to object on reasonable grounds. In the event of such a subcontract the Surveyor/Consultant shall remain fully liable for the due performance of its obligations under these Conditions.

#### **11. Time Bar**

Any claims against the Surveyor/Consultant by the Client shall be deemed to be waived and absolutely time barred upon the expiry of nine months from the submission date of the report to the Client.

#### **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.

## 13.0 ROD TWITCHIN MARINE PTY LTD

Owned and operated by marine professionals Rod and Renee Twitchin, RTM specialises in delivering the highest quality marine surveys and professional services to clients with vessels of all types & sizes 20ft to 200ft +

With a mechanical trade certificate, AMSA Engineering, vessel Master and professional Surveyor accreditation, combined with over 35 years of experience in the commercial and leisure sectors of the marine industry, Rod from RTM has an unrivalled ability to expertly assess your requirements and professionally meet your needs.

### Where We Service:

RTM is based on Queensland's Gold Coast, and services locally, nationally & internationally

### Who We Help:

RTM has provided assistance and unbiased advice to boat owners, boat buyers, boat sellers, commercial operators, professional crew, and insurers since 2011, and specialise in:

### MARINE SURVEYS:

- Pre-purchase Surveys
- Insurance Condition Surveys
- General Condition Surveys
- Mechanical Condition Surveys

### OTHER PROFESSIONAL SERVICES:

- Vessel Valuations
- Project Management & Consultancy
- Expert Witness
- Vessel & Systems Diagnostic
- Safety Management Systems
- Vessel Operations Manuals

### CERTIFICATIONS & AMSA ACCREDITATIONS

- Trade Certificate – Mechanical – 1987
- Commercial Boat Licence - 1993
- AMSA Coxswain: 1997
- AMSA Engineer - 1999
- AMSA Master - 2000
- AMSA Surveyor – 2012
- Ships Valuer – 2014

### Proud Members of:

- Superyacht Australia
- Marine Surveyors Association Inc
- Boating Industry Association
- Australasian Institute of Marine Surveyors

#### AMSA CERTIFICATES

Master  
Engineer  
Accredited Marine Surveyor

#### CERTIFICATIONS

Mechanical Trade  
Vessel Valuations  
Open Water Diver

#### MEMBERSHIPS

Superyacht Australia  
MSA – Marine Surveyors Assoc.  
BIA – Boating Industry Aust.  
AIMS





# PROFESSIONAL SERVICES

ROD TWITCHIN MARINE - EST 2011

## MARINE SURVEYORS & CONSULTANTS



- Pre-purchase Surveys
- Insurance Condition Surveys
- General Condition Surveys
- Vessel Valuations
- Insurance Assessing
- Project Management & Consultancy
- Expert Witness
- Vessel & Systems Diagnostic

Accreditations  
MASTER | ENGINEER | SURVEYOR | VALUER



*Based on the Gold Coast, Queensland*

RTM TRAVEL LOCALLY, NATIONALLY & INTERNATIONALLY.

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