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**SWL CONSULTANTS**  
NAVAL ARCHITECTS & MARINE SURVEYORS  
260 Riverview Lane RR1 Kemptville Ontario K0G 1J0  
TEL. 613-258-9953 FAX. 613-258-9947

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SURVEY QUOTE (CONTRACT)

Dated:

File: \_\_\_\_\_

**To be completed & signed by the Client & returned to SWL Consultants**

**Client particulars**

Name \_\_\_\_\_  
Mailing address \_\_\_\_\_  
Telephone \_\_\_\_\_  
Fax \_\_\_\_\_  
Email \_\_\_\_\_

**Vessel particulars**

Vessel Name \_\_\_\_\_  
Builder \_\_\_\_\_  
Model or type \_\_\_\_\_  
Year built \_\_\_\_\_  
Hull/Deck material e.g. Fibreglass – Wood – Aluminum – Steel – Other (specify) \_\_\_\_\_  
Circle as applicable  
Length overall \_\_\_\_\_ (ft) \_\_\_\_\_ (m)  
Hull Identification N° \_\_\_\_\_  
Licence OR Registration N° \_\_\_\_\_  
Engine(s) make & type \_\_\_\_\_

**Location of survey**

**Date of survey** \_\_\_\_\_

**Scope of Work**

**Deliverables**

**Fees**

Survey & report	\$ 00.00
Travel	\$ 00.00
Other	\$ 00.00
h.s.t. (13%)	\$ 00.00
<b>Total</b>	<b>\$ 00.00</b>

**Payable to**

**Payment Schedule**

SWL CONSULTANTS  
Deposit to secure \$00.00  
Balance due on or before date of survey.

Client Signature \_\_\_\_\_

**Please refer to Standard Survey Terms & Conditions below and sign where indicated.**

Stephen Leake, SAMS Accredited Marine Surveyor (#818), Transport Canada Appointed Tonnage Surveyor (150151)

**STANDARD SURVEY TERMS AND CONDITIONS**

**Content of Work:**

The scope of work to be carried out shall be as specified in the contract. SWL Consultants (SWL) reserves the right to charge any extras should the requirements or parameters change during the progress of the work. Where the extras are likely to exceed 10% of the original quotation SWL will advise the Client if such an extra charge is contemplated prior to commencement of subject work.

**Deliverables:**

Neither Deliverables as specified nor verbal reporting will be issued until payment in full is received.

**Validity of Quotations:**

Quotations are valid for 24 hours from dispatch, unless otherwise stated. Where an anticipated duration of contract has been quoted, a time overrun caused by events outside of SWL's control may require an extra to be charged.

**Fees:**

Survey fees, travel charges and other expenses necessarily and reasonably incurred in the course of conducting the defined work will be quoted separately. All fees and expenses are subject to h.s.t. The sum of all fees and expenses including h.s.t. shall form the total contract value.

**Payments:**

A deposit as specified in the quote is required to confirm and secure a survey date. The balance of the total contract value is due on the day of the survey. Interest at 2% per calendar month will be applied to overdue accounts. Payments may be in cash, money order, bank transfer, or certified cheque. Un-certified cheques will be accepted but release of reports may be delayed until payment in full is confirmed.

**Cancellation Policy:**

In the event of suspension or cancellation of the work by the Client, SWL shall be entitled to claim and recover that proportion of fees and expenses commensurate with the work completed up to the time of suspension or cancellation plus any expenses incurred. The Client may cancel for any reason subject to 5 (five) working days notice. Deposits will be returned less \$55.00 administration fee. In the event the Client cancels the booking for any reason within five working days before the survey date a cancellation fee of \$110.00 shall apply. H.S.T. applicable in all cases.

**Currency and Taxes:**

All fees are quoted in Canadian dollars, exclusive of applicable taxes unless specifically noted otherwise.

**Liability & Responsibility for Performance:**

The survey report represents the educated opinion of the Surveyor made without prejudice and subject to the condition of the vessel being ascertained from a general inspection while ashore or afloat, without removing equipment or opening parts normally concealed, testing for tightness, running machinery or electrical systems unless specifically noted. In undertaking to contract for the use of SWL's services the Client expressly accepts that the liability of SWL in the execution of these services is limited to the **survey fee** paid. Consequential damages are specifically excluded.

**Title:**

The contents of the survey report are for the consideration of the Client. The report and its content are valid only when complete with all pages including appendices and cover page with signature over corporate seal and account in good standing.

**Jurisdiction:**

Unless otherwise arranged SWL contracts are governed by and will be construed in accordance with the laws of the Province of Ontario and the laws of Canada in force therein. The Courts of Ontario will have jurisdiction over all claims, disputes, and actions related to this agreement, and the parties attorn to the jurisdiction of such courts.

**Client Responsibility:**

It is the responsibility of the Client to ensure the vessel is readily accessible and prepared for survey. Delays imposed upon the conduct of the survey due to lack of vessel readiness for survey will be billed at \$110.00/hr.

**Conditional guarantee:**

Surveys are conducted on vessels in good faith, as is where is. Environmental conditions such as weather, facilities etc which are less than optimum may detract from the quality of the survey.

**Force majeure:**

Where unforeseeable events including extreme weather prevent SWL from completing the scope of work as defined SWL shall re-negotiate the scope of work with the Client.

**Acceptance**

Signature and return of both pages of this quote by the Client shall constitute a contract between the Client and SWL Consultants.

Client signature: \_\_\_\_\_ Dated: \_\_\_\_\_

Stephen Leake, SAMS Accredited Marine Surveyor (#818), Transport Canada Appointed Tonnage Surveyor (150151)