Aquamarine Services
Marine Surveyors
Bayliner 3255 Avanti

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1.0 INSPECTION

1.1 Client Details

Client	[redacted]
Phone	
Email	
Date of inspection	25/6/2020 in water & 29 June out of water
Slipping Date	29 June
Place of inspection	Coomera

This inspection was conducted at the request of the vessel owner with the intent of gaining an objective understanding of the overall operational and physical condition of the vessel as it relates to an insurance request. Comments and observations relate to observations gained via non invasive and non destructive methods. Observations are made on the days and times indicated and do not convey any predictions or guidance on future condition.

2.0 VESSEL DETAILS

2.1 Specifications

Length Overall	10.05 Metres
Afloat	Inspected In Water on 25/6/20
Slipped	Inspected on Hard stand 29/06/20
Design	Bayliner

2.2 General Description

Type	Sports cruiser
Hin Number	BVKA058H697
Registration Number	PPO32Q

2.3 Construction

Brand / Builder	Bayliner
Construction Material:	GRP
Hull	GRP
Deck	GRP
Keel	N/A

3.0 CHECKLISTS

Please refer to the following list of items that have either passed or failed inspection requiring awareness, replacement, further investigation or repair.

3.1 HULL CONSTRUCTION/CONDITION

ITEM	PASS	FAIL	N/A	COMMENT
Keel			X	
Keelbolts			X	
Surface U/W	Y			Percussions sounded & visually inspected - appears sound
Surface A/W	Y			Visually inspected & moisture meter tested - appears sound
Deck	Y			Visually inspected - Appears sound
Cockpit	Y			Visually inspected - Appears sound & hardware is generally secure
Coach-house	Y			Visually inspected - Appears sound
Frames	Y			Visually inspected - Appears sound
Stringers	Y			Visually inspected - Appears sound
Bulkheads	Y			Visually inspected - Appears sound
Cabin/Interior	Y			Items are in a serviceable condition
Marine Toilet		X		Not operated- Brown leakage from hoses and toilet bases - see recommendations
Seacocks		X		See recommendations
Skin Fittings		X		See recommendations
Cockpit Drains	Y			Scupper & drains are clear & in good condition
Propeller	Y			Visually free from damage

Propellor Shaft	Y			Visually free from damage
Propeller Skeg	Y			Visually free from damage
Sterngland			N/A	
Sterndrive	Y*			Visually in acceptable condition
Transom shields / Gimbal assembly		X		See recommendations
Rudder Stock/Gland		X		See recommendations
Steering Linkages		X		Heavily corroded and steering seized
Aux Steering				Via twin engines
Chain Plates			N/A	
Stemhead Fitting			N/A	

Recommendations

The through hull fittings are UV affected and cracked. Recommend replacement. NB this comment relates to all fittings above waterline. HAVE BEEN REPLACED.

Transom stanchion fasteners, and eyelet fasteners are heavily corroded and leaking. Recommend replacement. HAVE BEEN REPLACED

The anchor chain galvanising is heavily corroded and the chain is wasting. Recommend replacement. NB recommendation includes replacing shackle, and confirming that the bitter end is attached to the vessel HAVE BEEN REPLACED

The hatch seal is parted and the hatch appears to be leaking. Recommend repair. HAS BEEN REPLACED

The portholes appear to be leaking. Recommend repair COMPLETED

The shore power lead, and inlet does not appear compliant. Recommend further investigation and repair REPLACED

The head appears to be leaking. Recommend further investigation and repair. PHOTO SIGHTED, REPLACED

Various through hull fittings are built in and not accessible to inspect. Recommend confirming condition ALL REPLACED

The gunwhale is loose on the port side towards the transom. Recommend repair. PHOTO SIGHTED, REPLACED

The through hull fittings in the under sole area are corroded and weeping. Recommend replacement. ALL REPLACED

3.2 MOTOR INSTALLATION/CONDITION

MOTOR TYPE

Petrol	Diesel	Inboard	Outboard	Stern Drive	Jet
Yes		**Yes**		**Yes**	

Brand	Mercury Mercruiser
Model No.	5.7 LX/V8
Serial No.	Port - OKO19686. Stb - OKO19683
H.P	260 HP
Age	1996

ITEM	PASS	FAIL	N/A	COMMENT
Installation	X			Appears to an acceptable standard & in acceptable condition
Controls		X		Steering is seized
Exhaust		X		Clamps missing & loose - see comments
Fuel lines		X		Fuel lines are perished and require replacing
Fuel tanks	Y			Appear in acceptable condition
Filler		X		See recommendations
Venting	Y			
Connection & Lines		X		See recommendations
Electrical Harness		X		Engine Harnesses appear acceptable. See comments regarding wiring

Electrical fitting		X		See comments
Stove	Y			Electric cooktop - Operated
Gas bottles			N/A	
Connections & Lines			N/A	
Position			N/A	
Venting			N/A	
Gas Detector			N/A	
Batteries		X		Tidy wiring & insulate terminals
Mounting		X		Rotted shelf - repair
Bilge Pump - Manual			N/A	
Bilge Pump - Electrical		X		Engine room bilge is not operable & is loose. Lots of oily water in bilge

Recommendations

The fuel filler cap o ring seals are perished and broken. Recommend replacement. PHOTO SIGHTED, REPAIRED

Drives have excessive movement laterally, and steering levers are heavily corroded and weeping. Recommend repair. REPAIRED

Water hoses on main engines are perished and weeping. Recommend replacement REPLACED.

Main engine pulleys are rusted. Recommend de-rust prime and paint. COMPLETED

Serpentine belts on main engines are failing. Recommend replacement. See comment above REPLACED

Based on information available, service the main engines and drives. COMPLETED

The battery holders are mounted to a plywood shelf that is rotted. Recommend repair. PHOTO SIGHTED, REPAIRED

Battery terminals require insulating to prevent accidental shorting. COMPLETED

DC wiring in engine compartment requires protection from chafing, strain and accidental damage. COMPLETED

Bilges are contaminated with oily water and debris. Recommend bilges are clean and dry to enable correct bilge pump function and monitoring. REPLACED

The engine room, and midships bilge pump were not operable via the float switch. Recommend repair.REPLACED

3.3 SAFETY EQUIPMENT

ITEM	PASS	FAIL	N/A	COMMENTS
Anchor & Warp		X		Chain heavily corroded Windlass operated
Flares				Owners responsibility to equip an operate the
Fire extinguisher		X		Portable & Fixed fitted - Expired - see recommendations
Epirb		X		Expired
Spot Light	Y			Not operable
Lifejackets				Owners responsibility
Navigation lights		X		Not compliant
Life raft			N/A	
Pulpits	Y			All railings are secure
Pushpits	Y			All railings are secure
Stanchions/Life lines	Y			Railings are secure

3.5 GENERAL REMARKS & RECOMMENDATIONS

RESTRICTED WATERS...Y...OPEN WATERS... .....

Restricted waters on completion of mechanical, electrical repairs.

The navigation light configuration is not compliant with COLREGS. Recommend repair. REPLACED

The fire extinguishers are corroded and or have expired dates. Recommend replacement REPLACED

The spotlight was not operable. Recommend repair.REPAIRED

The *Transport Operations (Marine Safety) Act 1994* imposes a general safety obligation on all vessel owners and operators, masters and crew to operate vessels safely at all times. This responsibility includes making sure the ship is:

- safe
- properly equipped and maintained
- operated in a safe manner.

The general safety obligation prohibits a vessel from going to sea if it is not properly built and maintained, equipped, crewed and operated in line with its proposed operating environment

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4.0 CONDITIONS OF SURVEY

This report was prepared by Aquamarine services PTY LTD for the Client's exclusive use and remains the property of Aquamarine services PTY LTD. Copying, Distributing or otherwise sharing this information is expressly forbidden to the extent allowable by law unless agreed to in writing by Aquamarine Services PTY LTD. The intended users of this document are the Client considering purchasing the vessel, financiers and insurers considering financing and insurance.

This inspection report is subject to the following;

a/ There is no warranty, express or implied as to the suitability or condition of the Vessel including its equipment or and machinery.

b/ Information pertaining to construction and specifications of second hand vessels has been sourced from visual inspection and documentation supplied in some cases by third parties. Aquamarine services makes no representations as to the accuracy of any information relied upon for the purpose of preparing this report.

c/ Aquamarine services PTY LTD undertakes the inspection of the vessel in a non - destructive manner. Therefore aspects of the boat concealed by hardware, panels, bulkheads, areas inaccessible in a normal manner are not included

d/ Aquamarine Services PTY LTD require that a person suitably experienced in the operation of the vessel and it's systems be present at the time of inspection. In the event this person is not present, operation of certain systems may be unable to be undertaken at the surveyor's discretion and will be excluded from the report.

e/ The inspection of the hull is of a visual nature and via a random percussion test only. There can be defects, blistering or osmosis present which are not detectable via these methods. Aquamarine Services PTY LTD make no representations as to the absence of these defects.

f/ This inspection relates only to areas of the boat that are accessible in a normal manner at the Surveyor's discretion. It expressly excludes areas which are covered by or inaccessible due to placement of travelift slings or other types of boat lift, trailers, yacht stands, cradles and similar.

g/ This inspection of main engines, gensets, machinery and electrical components and systems is of a visual nature only and does not constitute a report. Aquamarine Services recommends that the client engage a suitably qualified person to provide these.

h/ If this inspection relates to a vessel with rigging, then Aquamarine Services PTY LTD recommend that a suitably qualified person be engaged to conduct an independent inspection and report to the client.

i/ The internal surfaces of tanks have not been inspected, nor have any fluids within any of these tanks been analysed as to their condition or suitability for use.

5.0 COMPANY BACKGROUND

Company Background

Credentials

- AMSA Accredited Surveyor
- MSA Accredited Surveyor
- Trade Qualified Boatbuilder
- Masters Degree in Business
- Advanced Open Water Diver
- PWC Licence
- RMDL Licence
- BIA Marine Card
- MSIC Card

Business and industry experience

- General Manager - Riviera Marine
- Director of Design and Development - Grand Banks Yachts
- Company Director Tige Boats Australia
- Trade Boatbuilder Riviera Marine
- Apprentice boatbuilder Riviera Marine

Practical experience and achievements

- 15,000 + Hours experience boating on board all types of vessels
- 2016 Hamilton Island Race 5 EHC Div 1 - podium finish
- 2016 Port Lincoln Tuna Classic - Overall Champion Boat
- 1998 Russell Island Powerboat Race - podium finish - race record for class
- 1996 Gold Coast Jet Ski club race series - podium finish
- 1994 Apprentice of the year

6.0 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 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, refreshments and hotel accommodation where an overnight stay is necessary.
"Fees" means the fees charged by the Surveyor/Consultant to the Client and including any goods and services tax where applicable and any Disbursements.

2. Scope
The Surveyor/Consultant shall provide its services solely in accordance with these 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 Terms
The Client shall pay the Surveyor/Consultant's Fees prior to obtaining the inspection report unless otherwise agreed by the surveyor/consultant. In accordance with these conditions and in any event not later than 7 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 Commonwealth Banking Corporation 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 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 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 any loss or damage, resulting from 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. 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 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 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 the Surveyor/Consultant aforesaid then, save for 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 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 the Surveyor/Consultant, 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 the Surveyor/Consultant to the supply of the Services again or the payment of having the Services supplied again.

(d) The Surveyor/Consultant 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 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 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 providing the Services under these Conditions.

8. Force Majeure
Neither the Surveyor/Consultant 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
The Surveyor/Consultant shall effect 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 these conditions, subject to the Client's right to object on reasonable grounds. In the event of such a sub-contract 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 10 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 Queensland Courts