



TERMS AND CONDITIONS OF SERVICING, MAINTENANCE, TRAINING AND TECHNICAL REPORTING

Applicable to engine and machinery servicing, diagnostics, maintenance training, winter lay-up, condition reporting, on-water support and marine structure installation

Version 1.0 | 6 August 2026

IMPORTANT — PLEASE READ BEFORE INSTRUCTING MMI

These Terms limit and exclude MMI's liability, restrict who may rely on MMI's Reports, and set out what MMI's inspections and Reports do and do not cover. They apply to every servicing, maintenance, training, lay-up, support, reporting and installation instruction accepted by MMI unless MMI agrees otherwise in writing. By instructing MMI, paying a deposit or invoice, granting access to a Vessel or allowing MMI to commence work, the Client accepts these Terms in full.

A Report issued by MMI is prepared for the named Client only. It is NOT a pre-purchase survey, a valuation, a class, flag or coding survey, or a warranty of the Vessel's condition or seaworthiness. No insurer, broker, underwriter, purchaser, lender or other third party may rely on it — see clause 12.

1. STATUS OF THESE TERMS

- 1.1** These Terms and Conditions of Servicing, Maintenance, Training and Technical Reporting (the "Servicing Terms") govern the supply by McIntyre Marine Inspections Ltd of all servicing, maintenance, diagnostic, inspection, training, lay-up, attendance, support, reporting and installation work.
- 1.2** The Servicing Terms are supplemental to and incorporate MMI's Terms and Conditions of Sale, Supply and Services (Version 5.0 or such later version as is current at the date of the Contract) (the "Master Terms"), a copy of which is available on request and at www.mcintyremarine.com. The Master Terms continue to apply in full to the sale and supply of Goods, parts, kits, consumables and materials.
- 1.3** Where there is any conflict or inconsistency between these Servicing Terms and the Master Terms in relation to Services, inspections, training, lay-up, installation or Reports, these Servicing Terms shall prevail.
- 1.4** Where there is any conflict between these Servicing Terms and a specific written Quotation, Scope of Works or Report Instruction issued by MMI, that specific written document shall prevail to the extent of the inconsistency.
- 1.5** No terms or conditions put forward by the Client, or contained in or referred to in any purchase order, berthing agreement, marina contract, yard contract, contractor pack, portal registration or acknowledgement issued by the Client, shall apply unless expressly accepted by MMI in writing signed by a director of MMI. Signature by MMI personnel of a site sign-in sheet, gate pass, induction record, permit to work or delivery note shall not constitute acceptance of any such terms.
- 1.6** MMI may amend these Servicing Terms from time to time. The version current at the date the Contract is formed shall apply to that Contract.

2. DEFINITIONS

In these Servicing Terms, the following definitions apply. Terms defined in the Master Terms carry the same meaning unless redefined below.

"MMI", "we", "us", "our" McIntyre Marine Inspections Ltd, registered in Scotland under company number SC866266, whose registered office is at 18 Springbank Gardens, Dunblane, Stirlingshire FK15 9JX, United Kingdom.

"Client" the person, company, vessel owner, part-owner, syndicate, manager, operator, captain, crew representative, charterer, agent, marina, harbour authority, club, yard, fishery, hire operator or other entity instructing MMI. Where a person instructs MMI on behalf of a vessel owner, that person warrants they have authority to do so and shall be jointly and severally liable for all sums due.

"Vessel" any yacht, motor boat, sailing boat, tender, RIB, chase boat, workboat, commercial vessel, houseboat, barge, pontoon, floating structure, or any machinery, system, equipment or component thereof, in respect of which MMI is instructed.

"Services" any work carried out by MMI including servicing, routine maintenance, diagnostics, fault finding, system checks, oil, filter, belt and impeller changes, fuel and cooling system work, repairs, adjustments, installation, commissioning, decommissioning, recommissioning, winterisation, lay-up, testing, attendance, on-water support, callouts, training, inspection and reporting.

"Inspection" any visual, ultrasonic, thermographic, functional, operational or other examination of a Vessel, machinery, system, structure or component carried out by MMI.

"Report" any written or electronic output produced by MMI including condition reports, general condition surveys, service reports, maintenance reports, recommended maintenance schedules, inspection reports, ultrasonic or thermal imaging reports,



defect lists, worksheets, photographs, measurements, readings, certificates of attendance, technical notes and recommendations.

“Recommendation” any advice, recommended action, recommended maintenance item, remedial suggestion, priority rating or timescale contained in a Report.

“Third Party” any person other than MMI and the Client, including without limitation any insurer, underwriter, broker, loss adjuster, average adjuster, surveyor, purchaser, prospective purchaser, seller, lender, financier, lessor, charterer, marina, harbour authority, club, classification society, flag administration, certifying authority, regulator or subsequent owner.

“Site” any marina, berth, mooring, pontoon, hardstanding, boatyard, shed, slipway, loch, river, canal, harbour, quay, workshop, storage compound, private property or on-water location at which MMI performs Services.

“Working Day” any day other than a Saturday, Sunday or public holiday in Scotland.

“Normal Working Hours” 08:00 to 17:00 on a Working Day.

3. FORMATION, QUOTATIONS AND SCOPE OF WORKS

- 3.1** Every quotation, estimate, indication of price or proposal issued by MMI is an invitation to treat and does not constitute a binding offer unless expressly stated otherwise. Quotations are valid for 14 days unless stated otherwise.
- 3.2** A Contract comes into existence on the earliest of: the Client accepting a quotation in writing (including by email); the Client paying a deposit, pro forma or invoice; MMI issuing a written booking confirmation; MMI attending Site at the Client's request; or MMI commencing the Services.
- 3.3** The Services to be performed are limited to those expressly set out in MMI's written Scope of Works, quotation, service schedule or booking confirmation.
- Anything not expressly listed is excluded.**
- 3.4** Where MMI is instructed verbally, by telephone, by text message or at short notice and no written Scope of Works has been issued, the Services shall be limited to those reasonably to be inferred from the instruction, and MMI's worksheet or invoice description shall be conclusive evidence of the Scope of Works performed.
- 3.5** Where the Services are described by reference to a manufacturer's service schedule, interval or checklist, MMI's obligation is limited to performing the items in that schedule which are reasonably accessible on the Vessel as presented, using the parts and materials specified or an equivalent.
- 3.6** Estimates of duration, attendance dates, lead times and completion dates are estimates only and are not of the essence unless expressly stated in writing to be fixed. Marine work is subject to weather, tide, lift and crane availability, yard scheduling, parts supply and access, none of which are within MMI's control.
- 3.7** Where MMI provides an estimate rather than a fixed price, the final charge may vary. MMI shall use reasonable endeavours to notify the Client where the final charge is likely to exceed the estimate by more than 15%.

4. CLIENT OBLIGATIONS AND WARRANTIES

- 4.1** The Client warrants that it is the owner of the Vessel, or is duly authorised by the owner to instruct MMI and to authorise the Services, and that no third party consent is required which has not been obtained.
- 4.2** The Client shall, at its own cost:
- (a) provide safe, lawful, timely and unobstructed access to the Vessel and Site, including keys, codes, fobs, gate passes, permits, ladders, gangways and any required marina, yard, harbour or landowner permissions;
 - (b) ensure the Vessel is presented in a condition ready for the Services, including being cleared of personal effects, stores, bedding, linings, sole boards, panels and obstructions where access to machinery spaces, bilges, tanks or systems is required;
 - (c) disclose in writing before work commences all known, suspected or previously reported defects, damage, incidents, groundings, floodings, fires, insurance claims, modifications, non-standard installations, owner-fitted equipment and previous repairs relevant to the Services;
 - (d) disclose the presence or suspected presence of asbestos, lead paint, isocyanates, refrigerant gases, LPG, hydrogen, lithium-ion battery installations, ammunition, pyrotechnics, controlled substances or any other hazardous material or hazardous condition on board;
 - (e) provide, where reasonably required, power, lighting, ventilation, fresh water, waste facilities, welfare facilities and a safe working platform;
 - (f) ensure that a competent representative is contactable throughout the attendance to authorise additional works and decisions;
 - (g) maintain in force at all times adequate insurance on the Vessel covering the Vessel while afloat, ashore, under lift, laid up and while being worked upon by contractors; and
 - (h) promptly review, respond to and where required approve Reports, Recommendations, variations, quotations and completion notices.
- 4.3** The Client acknowledges that MMI relies on the accuracy and completeness of information supplied by the Client, the Client's crew, the marina, the yard, previous owners, previous contractors and previous service records. MMI is under no obligation to verify such information independently and shall have no liability arising from information which is inaccurate, incomplete, out of date or withheld.



- 4.4 If MMI is delayed, obstructed, prevented or caused to abort an attendance by any act or omission of the Client, the marina, the yard, any third party contractor, weather, tide, lift or crane unavailability, or by the Vessel not being ready, MMI shall be entitled to charge for waiting time, abortive attendance, travel, ferry and mileage costs, accommodation, rescheduling and administration, and to extend the time for performance.

5. ACCESS, SITE CONDITIONS, HEALTH AND SAFETY

- 5.1 MMI shall comply with all reasonable Site rules notified to it in advance in writing. Compliance with Site rules shall not extend MMI's obligations or liabilities beyond those set out in these Servicing Terms.
- 5.2 MMI may, acting reasonably, suspend, postpone, decline to commence or cease the Services at any time without liability where MMI considers that:
- (a) the work, the Vessel, the Site, the weather, the sea state or the access arrangements are unsafe;
 - (b) the Vessel or any system is in a condition which makes safe working impracticable;
 - (c) asbestos or another hazardous material is present or suspected;
 - (d) required permits, isolations, permissions, information or approvals are missing;
 - (e) lone working cannot safely be undertaken; or
 - (f) continuing would expose MMI or its personnel to unreasonable risk.
- 5.3 Where MMI exercises its rights under clause 5.2, MMI shall be entitled to charge for all time, travel and costs incurred up to that point, and the Client shall remain liable for those charges.
- 5.4 The Client remains responsible at all times for the condition and safety of the Vessel and the Site, for the security of the Vessel and its contents, and for the acts and omissions of the marina, the yard, its own crew and its other contractors.
- 5.5 MMI does not accept responsibility for the security of, or for loss of or damage to, personal effects, electronics, tools, tenders, outboards, valuables, stores or equipment left on board or at the Site.
- 5.6 Where the Vessel is lifted, craned, moved, launched, recovered, blocked, chocked, cradled or supported by the marina, the yard or any other party, that operation is not part of MMI's Services and MMI accepts no liability for it, whether or not MMI is present or has been asked to comment.

6. ENGINE, MACHINERY AND SYSTEMS SERVICING

- 6.1 MMI shall perform the Services with the reasonable care and skill to be expected of a competent marine engineer.
- MMI does not guarantee any particular outcome, and gives no warranty that a Vessel, engine, system or component will be free from defect, will not fail, or will perform to any particular standard following the Services.**
- 6.2 Diagnostics and fault finding are, by their nature, investigative. The Client acknowledges that:
- (a) a fault may be intermittent, may not present during attendance, or may have more than one contributing cause;
 - (b) diagnosis may require successive stages of investigation, each chargeable;
 - (c) the replacement of a suspected component may be necessary to progress diagnosis and may not resolve the fault; and
 - (d) MMI does not warrant that any fault will be identified or resolved within any estimated time or cost.
- 6.3 The Client acknowledges that marine machinery, fixings and components deteriorate with age, corrosion and exposure.
- MMI shall have no liability for damage to, or the failure, seizure, shearing, fracture, distortion, leakage or deterioration of, any fastener, stud, bolt, fitting, gasket, seal, hose, clip, sensor, wiring, connector, casting, thread or component which occurs in the course of, or is revealed by, the reasonable and proper performance of the Services, where such damage or failure results from pre-existing corrosion, age, wear, prior over-tightening, prior poor workmanship or inherent condition.**
- 6.4 Where additional work, parts or investigation are found to be necessary during an attendance, MMI shall seek the Client's authorisation before proceeding. Where the Client or its representative cannot be contacted, MMI may either cease work and demobilise (charging for time and travel), or, where MMI reasonably considers the work necessary to make the Vessel or system safe or to prevent further damage, carry out such work up to a value of £250 excluding VAT without prior authorisation, and the Client shall be liable for that charge.
- 6.5 Test running, sea trials, pressure testing, load testing and functional testing are carried out at the Client's risk. The Client shall ensure the Vessel's insurance covers such operations and covers MMI's personnel while on board.
- 6.6 Where MMI is instructed to move, manoeuvre, berth, launch, recover or sea trial a Vessel, MMI does so as the Client's agent and not as master, owner or bailee. The Vessel remains at the Client's risk and on the Client's insurance throughout, and the Client shall procure that its insurers waive any right of subrogation against MMI in respect of such operations.
- 6.7 Removal, disposal and replacement of oils, coolants, fuels, filters, batteries, antifreeze and other consumables is charged in addition unless expressly included, and is subject to clause 15.

7. PARTS, MATERIALS AND CLIENT-SUPPLIED ITEMS

- 7.1 Parts, filters, oils, consumables and materials supplied by MMI are supplied subject to the Master Terms. Title does not pass until payment in full is received in cleared funds, and MMI may recover or remove unpaid parts.



- 7.2 Third party manufactured goods carry only the manufacturer's own warranty. MMI passes through the benefit of that warranty so far as it is able but gives no additional warranty in respect of them, and is not liable for a manufacturer's refusal, delay, insolvency or warranty terms.
- 7.3 Where a part is obsolete, superseded, unavailable or subject to extended lead time, MMI may supply an equivalent or alternative part where it reasonably considers it suitable, having notified the Client.
- 7.4 Where the Client supplies or specifies parts, materials, oils, fluids, equipment or instructions, MMI gives no warranty as to their suitability, quality, compatibility, provenance or condition, accepts no liability arising from their use or failure, and reserves the right to decline to fit them. Labour to remove and refit a Client-supplied part which proves faulty is chargeable in full.
- 7.5 Warranty on parts is void where the Client or a third party subsequently adjusts, modifies, repairs or disturbs the work carried out by MMI, or where the Vessel is operated contrary to the manufacturer's instructions or MMI's written advice.

8. WINTER LAY-UP, WINTERISATION, STORAGE AND RECOMMISSIONING

- 8.1 Lay-up and winterisation Services are limited to the items expressly listed in MMI's written lay-up schedule. Typical items include engine and system winterisation, antifreeze protection, fuel treatment, battery disconnection or conditioning, water system draining, and moisture control measures.
- 8.2 The Client acknowledges and agrees that:
- (a) winterisation reduces but does not eliminate the risk of frost, freezing, condensation, mould, mildew, corrosion, osmosis, water ingress, vermin, insect or storm damage;
 - (b) MMI gives no warranty that a Vessel will not suffer frost, freeze, damp, mould or weather damage over a lay-up period;
 - (c) protection depends on the Vessel remaining undisturbed, correctly covered, correctly supported and correctly ventilated, none of which are within MMI's control once MMI leaves Site; and
 - (d) any system, void, pocket, dead leg, hidden run, sealed unit or component which cannot be drained, accessed or treated without dismantling is excluded unless expressly quoted for.
- 8.3 MMI is not a bailee, custodian, keeper, watchman or storage provider.
- MMI does not take custody, possession, control or care of the Vessel at any time.**
- Unless MMI has expressly agreed in writing to a scheduled visit regime and is being paid for it, MMI has no obligation to attend, check, monitor, ventilate, pump, run, inspect, secure or supervise the Vessel during a lay-up, storage or out-of-season period, and no liability for any deterioration, loss or damage occurring during such period.
- 8.4 Where MMI is engaged on a scheduled check regime, MMI's obligation is limited to attending on the agreed frequency and carrying out the agreed checks. MMI is not liable for any event, deterioration or damage occurring between visits, nor for any condition which was not reasonably apparent on a visual check at the time of a visit.
- 8.5 Covers, cradles, props, chocks, tie-downs, shrink wrap, storage arrangements, berth security, mooring lines, warps and ground tackle are the Client's responsibility unless expressly included in MMI's written scope.
- 8.6 The Client shall ensure that the Vessel's insurance remains in force throughout any lay-up, winterisation or storage period, including cover appropriate to the Vessel being ashore, unattended and/or out of commission. MMI's Services are not a substitute for insurance and do not satisfy, discharge or vary any condition, warranty or requirement of any policy.
- 8.7 Recommissioning is a separate chargeable Service. MMI is not responsible for the condition of any Vessel, system or component on recommissioning where the lay-up period, storage arrangements, covering or environment were not under MMI's control, or where recommissioning is carried out by others.

9. MAINTENANCE TRAINING AND ON-BOARD INSTRUCTION

- 9.1 MMI provides practical, non-accredited, informal instruction in vessel systems, daily and weekly checks, fault finding and emergency procedures.
- Training provided by MMI is not an accredited, certificated, examined or regulated course. It confers no qualification, licence, certificate of competency, endorsement or entitlement of any kind, and is not a substitute for any statutory, flag, class, MCA, RYA or insurer-required training.**
- 9.2 Any certificate, record of attendance or summary issued by MMI evidences attendance only. It does not certify competence, ability, fitness or qualification.
- 9.3 Training is provided as general guidance based on the systems present and the time available. It is necessarily incomplete and cannot cover every system, scenario, failure mode or emergency. The Client and each participant remain solely responsible for their own decisions, actions and omissions during and after the training.
- 9.4 The Client shall ensure that each participant:
- (a) is aged 18 or over, unless MMI has agreed otherwise in writing and the participant is accompanied by a responsible adult;
 - (b) is physically and medically fit to participate, and has disclosed to MMI in advance any medical condition, medication, injury, allergy or impairment relevant to their safety;
 - (c) is not under the influence of alcohol or drugs;



- (d) wears and uses appropriate personal protective equipment and lifejackets as directed; and
- (e) follows MMI's safety instructions at all times.

- 9.5** Participation in training, including any hands-on, machinery, hot, electrical, on-water or in-water element, is at the participant's own risk. Subject always to clause 17.1, MMI accepts no liability for injury, loss or damage arising from a participant's failure to follow instructions, misrepresentation of fitness or ability, or actions taken after the training has concluded.
- 9.6** The Client shall indemnify MMI against all claims, losses, costs and expenses arising from any act or omission of a participant, or from any work, repair, modification, adjustment or emergency action subsequently attempted by a participant, whether or not based on instruction received from MMI.
- 9.7** Training materials, handouts, checklists, schedules and slide content remain MMI's intellectual property and may not be reproduced, distributed, resold or used to deliver training by others.

10. INSPECTIONS, CONDITION REPORTS AND RECOMMENDED MAINTENANCE

WHAT AN MMI REPORT IS

A Report records MMI's professional opinion of the condition of those parts of the Vessel, machinery or systems which were visible and reasonably accessible to MMI, at the date and time of the Inspection, based on the scope instructed and the information made available to MMI. Recommendations are advisory only.

WHAT AN MMI REPORT IS NOT

A Report is NOT, and must not be represented or relied upon as: a pre-purchase survey; a full or partial condition survey for insurance purposes carried out by an accredited marine surveyor; a valuation or appraisal; a tonnage, measurement or registration survey; a classification society, flag State, MCA coding, Recreational Craft Directive/UKCA, Boat Safety Scheme or other statutory or regulatory survey, inspection or certification; a structural, hull, osmosis, rig or out-of-water survey unless expressly instructed and priced as such; a guarantee, warranty or certification of the Vessel's condition, safety, seaworthiness, fitness for purpose, compliance or value; or a warranty that the Vessel is free from defect.

- 10.1** Unless expressly stated otherwise in the Report, every Inspection is non-invasive and non-destructive. MMI does not:
- (a) dismantle, disassemble, open up, strip down or remove machinery, gearboxes, sterngear, tanks, exhaust systems, panels, linings, headlinings, sole boards, joinery, insulation, ballast or fixed furniture;
 - (b) lift carpets, remove fastened covers, drill, core, cut, gouge, scrape to bare substrate or take samples;
 - (c) carry out underwater, in-water or diver inspection, or inspect any part of the Vessel below the waterline while afloat;
 - (d) inspect areas which are sealed, concealed, foam-filled, inaccessible, obstructed by stores or equipment, or which cannot be reached safely;
 - (e) test, run, load, pressurise or commission any system which MMI reasonably considers unsafe to operate;
 - (f) inspect rigging, masts or aloft items other than from deck level unless aloft access is expressly instructed and safely available; or
 - (g) verify the accuracy of hour meters, gauges, instrumentation, engine management readouts or previous service records.
- 10.2** A Report reflects the condition observed at the date and time of Inspection only. Condition, particularly in the marine environment, can change rapidly.
- MMI gives no warranty as to the condition of the Vessel at any other time, and no Report should be treated as current after 12 months from the date of Inspection, or after any incident, grounding, flooding, fire, collision, storm, significant use, laying-up, transport or work by others, whichever occurs first.**
- 10.3** Defects may exist which were not reasonably detectable by the methods and scope instructed. The absence of any comment, defect or Recommendation in a Report is not a statement that no defect exists, that an item is in good condition, or that an item was inspected.
- 10.4** Ultrasonic, thermographic and other instrument-based readings are indicative and are subject to instrument tolerance, surface condition, coatings, emissivity, ambient and operating temperature, moisture, access angle and operator interpretation. Readings are a snapshot and are not a substitute for a programme of monitoring. Calibration certificates are available on request.
- 10.5** Recommendations are advisory. They are MMI's opinion of prudent action based on the observations made.
- The decision whether, when and how to act on any Recommendation rests solely with the Client. MMI has no liability for any loss, damage, injury, cost, claim, coverage decision or consequence arising from the Client's failure, delay or refusal to implement any Recommendation.**
- 10.6** Where a Report identifies an item as safety-critical, or as requiring immediate or urgent attention, the Client shall not use, operate or permit the use of the Vessel or affected system until the item has been properly rectified and, where appropriate, re-inspected. MMI accepts no liability whatsoever for any use of the Vessel contrary to this clause.



- 10.7** Cost figures, estimates, budget allowances and timescales in a Report are broad indications only, are not quotations, and are not binding on MMI or any third party.
- 10.8** A Report must be read in full and in conjunction with its scope, limitations, caveats and appendices.
No extract, summary, photograph, table, defect list, grade, rating or individual Recommendation may be reproduced, quoted, circulated or relied upon in isolation.
- 10.9** No Report may be altered, edited, amended, redacted, re-branded, re-formatted, translated or partially reproduced. MMI is not responsible for any Report which has been altered by any person, or for any version other than the signed original issued by MMI.
- 10.10** Any query, correction or dispute regarding a Report must be raised in writing within 14 days of issue. After that period the Report shall be deemed accepted as issued, save in the case of manifest error.
- 10.11** Where the Client requests a re-inspection, a follow-up Report, a revision or an update, this is a separate chargeable Service.

11. INDEPENDENCE, CONFLICTS AND SCOPE OF ADVICE

- 11.1** MMI provides its opinion independently and in good faith. Where MMI has supplied, recommended, installed or serviced Goods or systems on the Vessel, MMI shall disclose that fact in the Report.
- 11.2** MMI is not a regulated insurance intermediary, insurance broker, loss adjuster, average adjuster, accredited marine surveyor, valuer, classification society, certifying authority, solicitor or financial adviser, and does not hold itself out as such.
Nothing in any Report or communication from MMI constitutes insurance advice, a valuation, a legal opinion, a compliance certification or advice on the terms, adequacy, validity or renewal of any policy of insurance.
- 11.3** MMI gives no advice and accepts no responsibility in relation to classification, flag State requirements, MCA coding, tonnage, registration, RCD/UKCA conformity, Boat Safety Scheme, harbour or marina rules, or any statutory or regulatory requirement, unless expressly instructed and priced in writing.

12. USE OF REPORTS, INSURERS AND THIRD PARTY RELIANCE

THIRD PARTY RELIANCE IS EXCLUDED

Reports are prepared solely for the Client named on the Report and solely for the purpose stated in it. MMI owes no duty of care to any Third Party. No Third Party — including any insurer, underwriter, broker, surveyor, purchaser, lender or subsequent owner — acquires any right to rely on a Report by receiving, reading, requesting, paying for or acting upon it.

- 12.1** Every Report is addressed to and prepared for the named Client only, for the purpose stated in it, and on the basis of the scope and limitations set out in it and in these Servicing Terms.
- 12.2** The Client may disclose a Report in unaltered and complete form to its own insurer, broker, underwriter, surveyor, marina, professional adviser or prospective purchaser for their information only. Such disclosure:
- (a) does not create any duty of care, contractual relationship, retainer or assumption of responsibility by MMI to that recipient;
 - (b) confers no right of reliance on that recipient; and
 - (c) is made entirely at the Client's own risk.
- 12.3** MMI accepts no liability of any kind to any Third Party, whether in contract, delict, tort (including negligence), negligent misstatement, breach of statutory duty, restitution or otherwise, arising from or in connection with any Report, Recommendation, Inspection, opinion or Service, whether or not MMI knew or ought to have known that the Report would be shown to that Third Party.
- 12.4** MMI shall grant a right of reliance to a named Third Party only where MMI has issued a signed reliance letter to that named Third Party. MMI is under no obligation to issue any such letter, may charge an additional fee for doing so, and any reliance so granted shall be subject to these Servicing Terms including the limitations and caps in clause 17.
- 12.5** The Client shall indemnify and keep MMI indemnified against all claims, demands, proceedings, liabilities, losses, damages, costs and expenses (including reasonable legal costs) brought by or arising from any Third Party to whom the Client, or anyone acting on the Client's behalf, has disclosed, forwarded, published, uploaded, quoted or made available a Report or any part of it.
- 12.6** The Client acknowledges and agrees that:
- (a) MMI gives no warranty, representation or assurance that any insurer, underwriter, broker, marina, harbour authority, club, lender, class society, flag administration or other body will accept a Report, be satisfied by it, grant, continue, reinstate or renew cover or acceptance on the strength of it, or agree with its contents;
 - (b) the acceptability, adequacy and format of any survey, report or evidence required by an insurer is a matter between the Client and that insurer, and it is the Client's responsibility to confirm with its insurer, in advance, what is required;
 - (c) where an insurer requires a survey by an accredited marine surveyor, a full condition survey, an out-of-water survey or a survey to a particular standard, an MMI Report may not satisfy that requirement and MMI shall have no liability if it does not;



- (d) a Report does not effect, create, extend, vary, renew or evidence any contract of insurance, and does not discharge the Client's duty of fair presentation or any policy condition, warranty or subjectivity; and
 - (e) MMI has no liability for any declinature, avoidance, cancellation, non-renewal, reduction, apportionment, increased premium, excess, endorsement, warranty, subjectivity or rejection of a claim by any insurer.
- 12.7** No Report or Deliverable may be used for any marketing, sales particulars, brokerage listing, advertisement, prospectus, financing, litigation, expert evidence or public purpose without MMI's prior written consent.
- 12.8** The rights of the Client under the Contract are personal and may not be assigned, novated or transferred, including on sale of the Vessel, without MMI's prior written consent.

13. FLOATING DOCKS, PONTOONS AND MARINE STRUCTURE SUPPLY AND INSTALLATION

- 13.1** Where MMI supplies, distributes, configures, delivers or installs modular dock systems, pontoons, floating platforms, walkways, gangways, moorings or related marine structures (including BulDock products), this clause applies in addition to the Master Terms.
- 13.2** It is the Client's sole responsibility, at its own cost, to obtain and maintain all necessary consents, and to satisfy itself that the proposed installation is lawful. These may include marine licences, seabed or riverbed leases and consents, Crown Estate Scotland consents, harbour authority and navigation authority permissions, planning permission, environmental and habitat consents, riparian and landowner rights, and third party rights.
- MMI gives no advice on, and accepts no responsibility for, the existence, validity, adequacy or maintenance of any such consent, and shall not be liable for any delay, removal, enforcement, penalty or loss arising from their absence.**
- 13.3** Any configuration, layout, mooring design, anchoring arrangement, load calculation or capacity indication produced by MMI is based on site data, dimensions, depths, tidal range, current, fetch, exposure, ground conditions and usage information supplied by or on behalf of the Client. MMI is entitled to rely on that data without verification and accepts no liability where it is inaccurate, incomplete or changes.
- 13.4** Unless expressly instructed and priced in writing, MMI does not carry out bathymetric, hydrographic, geotechnical, seabed, environmental, structural or wave/fetch surveys, and does not certify any structure for load, capacity, public access, disabled access or compliance with any standard or code.
- 13.5** Manufactured dock components carry the manufacturer's own warranty only. MMI passes through the benefit of that warranty so far as it is able and gives no additional warranty. Warranty is void where the structure is overloaded, modified, used outside its stated design conditions, or exposed to ice, wave, current, wind or loading beyond its rating.
- 13.6** Following handover, the Client is solely responsible for the ongoing inspection, maintenance, tensioning, adjustment, cleaning, signage, lighting, capacity control, supervision of users, public safety, seasonal removal and insurance of the installed structure, and for compliance with all applicable safety requirements.
- 13.7** MMI accepts no liability for damage to or by an installed structure arising from storm, flood, ice, wave action, wash, tidal surge, water level change, debris, collision, vandalism, unauthorised use, overloading, or the acts or omissions of the Client or any third party.

14. CHARGES, PAYMENT AND ADDITIONAL COSTS

- 14.1** Unless expressly stated otherwise, quoted rates and prices exclude VAT, parts, consumables, waste disposal, travel, mileage, ferry and toll charges, subsistence, accommodation, lift, crane, hardstanding, berthing, access equipment and third party charges, all of which are chargeable in addition at cost plus MMI's standard handling charge.
- 14.2** Quoted labour rates assume work within Normal Working Hours. MMI may charge premium rates for evening, night, weekend and public holiday working, urgent callouts, out-of-hours response and on-water support.
- 14.3** A minimum attendance charge applies to every site visit. Travel time is chargeable from MMI's base or the preceding job, whichever is applicable.
- 14.4** MMI may charge in full for waiting time, abortive attendance, cancelled attendance, restricted access delays and time lost due to the Client, the Vessel, the marina, the yard, weather, tide or any third party.
- 14.5** Cancellation or postponement by the Client of a booked attendance: with more than 5 Working Days' notice, no charge; with 2 to 5 Working Days' notice, 50% of the estimated labour value; with less than 2 Working Days' notice or on the day, 100% of the estimated labour value, in each case plus all non-recoverable travel, accommodation, parts and third party costs already committed.
- 14.6** Payment terms are as stated in MMI's quotation or invoice. Time for payment is of the essence. Payment shall be made in full without set-off, deduction, withholding or counterclaim.
- 14.7** MMI may require payment in advance or a deposit, and may require payment in full before issuing a Report.
- 14.8** Where payment is late, MMI may charge interest and recovery costs under the Late Payment of Commercial Debts (Interest) Act 1998, suspend all work, withhold Reports, certificates, data, keys and Deliverables, exercise a lien over any Goods or equipment of the Client in its possession, and decline further supply.
- 14.9** Reports, Recommendations and Deliverables remain MMI's property and are licensed to the Client for its own internal use only upon payment in full. No licence to use, disclose or rely upon a Report arises while any sum remains outstanding.



15. ENVIRONMENTAL, WASTE AND HAZARDOUS MATERIALS

- 15.1** The Client is the producer of all waste arising from the Vessel, including waste oil, oil filters, coolant, antifreeze, fuel, batteries, antifouling residue, solvents, absorbents and packaging, and retains the duty of care in respect of it under applicable waste legislation.
- 15.2** Where MMI removes waste as a convenience, it does so as the Client's agent and at the Client's cost. MMI does not accept transfer of ownership of, or responsibility for, such waste beyond delivery to a licensed facility.
- 15.3** MMI does not carry out asbestos survey, sampling, removal, encapsulation or disposal work. Where asbestos or another hazardous material is discovered or suspected, MMI shall cease work in the affected area immediately, notify the Client, and shall be entitled to charge for the resulting abortive time, demobilisation and rescheduling.
- 15.4** MMI accepts no liability for pollution, escape, spillage, contamination, environmental damage or clean-up costs arising from the pre-existing condition of the Vessel, its tanks, systems, hoses, seals or fittings, or from the acts or omissions of the Client or any third party.

16. SUB-CONTRACTORS, PERSONNEL AND NETWORK ENGINEERS

- 16.1** MMI may perform any part of the Services through employees, sub-contractors, associate engineers or network engineers. MMI remains responsible to the Client for the Services performed by them under the Contract, subject always to the limits in clause 17.
- 16.2** The Client shall not, during the Contract and for 12 months after its completion, directly or indirectly solicit, employ or engage any MMI employee, sub-contractor or network engineer introduced to it by MMI, other than through MMI, without MMI's prior written consent. Breach of this clause shall entitle MMI to a fee equal to 25% of the relevant person's first year's gross remuneration or £7,500, whichever is the greater.
- 16.3** MMI's personnel are not, and shall not be treated as, employees, crew, agents or servants of the Client. Where MMI's personnel are on board a Vessel under way, they are so at the Client's risk and under the Vessel's insurance.

17. WARRANTY AND LIMITATION OF LIABILITY

- 17.1** Nothing in these Servicing Terms excludes or limits MMI's liability for death or personal injury caused by MMI's negligence, for fraud or fraudulent misrepresentation, or for any other liability which cannot lawfully be excluded or limited.
- 17.2** Subject to clause 17.1, MMI warrants only that the Services will be performed with reasonable care and skill. All other warranties, conditions and terms implied by statute, common law or otherwise are excluded to the fullest extent permitted by law.
- 17.3** The warranty period for labour-only Services, servicing, adjustments, repairs and installation work is 3 months from completion or deemed acceptance. Goods and parts are covered under the Master Terms and by the relevant manufacturer's warranty.
- 17.4** Any claim must be notified to MMI in writing promptly, and in any event within 7 days of the matter complained of first becoming apparent, with reasonable detail and photographs.
- MMI must be given a reasonable opportunity to inspect and, at its option, to re-attend and remedy before any other party is instructed. MMI shall have no liability for the cost of remedial work carried out by others without MMI first having been given that opportunity.**
- 17.5** Subject to clause 17.1, MMI shall not be liable, whether in contract, delict, tort (including negligence), negligent misstatement, breach of statutory duty or otherwise, for any:
- (a) indirect, consequential, special or punitive loss;
 - (b) loss of profit, revenue, business, contract, opportunity, use, goodwill or reputation;
 - (c) loss of charter, hire or booking income, or the cost of a replacement vessel;
 - (d) vessel downtime, lost season, lost cruising or lost racing;
 - (e) guest, crew, member or customer disruption, compensation or refunds;
 - (f) wasted expenditure, berthing, storage, hardstanding, lift, crane, transport or yard costs;
 - (g) salvage, towage, recovery, demounting, remounting or access costs;
 - (h) environmental, pollution or clean-up loss;
 - (i) insurance premium increase, excess, endorsement, declinature, avoidance, non-renewal or claim rejection; or
 - (j) diminution in the value of the Vessel,
- in each case even if foreseeable and even if MMI was advised of the possibility.
- 17.6** Subject to clause 17.1, MMI's total aggregate liability arising out of or in connection with a Contract, whether in contract, delict, tort (including negligence), breach of statutory duty or otherwise, shall not exceed the greater of (a) the total sum actually paid by the Client to MMI under that Contract, and (b) £25,000.
- 17.7** Subject to clause 17.1, MMI's total aggregate liability in respect of any Report, Inspection, Recommendation, opinion or advice shall not exceed the greater of (a) five times the fee actually paid for that Report or Inspection, and (b) £25,000.



- 17.8** No claim may be brought against MMI more than 12 months after the date of completion of the relevant Services or the date of issue of the relevant Report, whichever is earlier. The parties agree that this period is a reasonable contractual limitation period.
- 17.9** MMI shall have no liability in respect of any defect, damage, loss or failure attributable to:
- (a) the age, wear, corrosion, fatigue, inherent condition or pre-existing defect of the Vessel or any component;
 - (b) latent, hidden or concealed defects not reasonably detectable within the instructed scope;
 - (c) work, repairs, modifications or adjustments carried out by the Client or any third party;
 - (d) Client-supplied parts, materials, instructions or specifications;
 - (e) operation of the Vessel contrary to manufacturer instructions or MMI's written advice;
 - (f) failure to implement a Recommendation; or
 - (g) any matter expressly excluded from MMI's Scope of Works.
- 17.10** The Client acknowledges that MMI's charges are set on the basis of the allocation of risk in these Servicing Terms, that the Client is able to insure against the risks so allocated, and that the limitations and exclusions are reasonable in the circumstances.
- 17.11** MMI maintains Public Liability, Employers' Liability and Professional Indemnity insurance. Evidence of cover is available on request. The existence of insurance does not extend, and shall not be construed as extending, MMI's liability beyond the limits set out in this clause 17.

18. CLIENT INDEMNITY

- 18.1** The Client shall indemnify and keep MMI indemnified against all claims, demands, actions, proceedings, liabilities, losses, damages, costs and expenses (including reasonable legal costs) arising out of or in connection with:
- (a) any information, instruction, drawing, measurement, specification or record supplied by or on behalf of the Client which is inaccurate, incomplete, misleading or withheld;
 - (b) any failure by the Client to disclose a known or suspected defect, hazard or hazardous material;
 - (c) any disclosure, forwarding, publication or onward supply of a Report by the Client, and any claim by a Third Party in connection with it;
 - (d) any use or operation of the Vessel contrary to a Recommendation or to clause 10.6;
 - (e) any act or omission of the Client, its crew, participants, members, guests, agents, marina, yard or other contractors;
 - (f) any breach by the Client of applicable law, regulation, licence, consent, class rule, flag requirement, harbour or marina rule; and
 - (g) any claim brought against MMI by a Third Party for which MMI would not be liable to the Client under these Servicing Terms.

19. FORCE MAJEURE, SUSPENSION AND TERMINATION

- 19.1** MMI shall not be liable for any delay in or failure to perform caused by an event outside its reasonable control, including weather, sea state, tide, flood, storm, ice, fire, epidemic or pandemic, war, civil unrest, strikes, labour shortage, supply chain disruption, shortage of materials, freight, customs or import restrictions, acts or omissions of suppliers, yard, marina or harbour restrictions, vessel operational changes, failure of utilities or telecommunications, cyber incident, or governmental or regulatory action.
- 19.2** MMI may suspend performance immediately and without liability where the Client fails to pay any sum when due, breaches the Contract, fails to provide access, approvals or information, or where continuing would expose MMI to unreasonable legal, safety, environmental or commercial risk.
- 19.3** MMI may terminate the Contract by written notice where the Client commits a material breach not remedied within 7 days of written notice, or on the occurrence of an insolvency event in relation to the Client.
- 19.4** On termination or suspension, the Client shall immediately pay MMI for all Services performed, all work in progress, all parts and materials ordered or committed, all non-cancellable third party costs, and all demobilisation, storage, administration and recovery costs.
- 19.5** Clauses which by their nature are intended to survive termination shall do so, including clauses 10, 11, 12, 15, 17, 18, 20, 21 and 22.

20. INTELLECTUAL PROPERTY, CONFIDENTIALITY AND DATA

- 20.1** All intellectual property rights in Reports, Recommendations, templates, checklists, schedules, layouts, drawings, photographs, data, readings, methodologies, training materials and other Deliverables remain vested in MMI. Payment confers a limited, non-exclusive, non-transferable licence to use them for the Client's own internal purposes in relation to the Vessel only.
- 20.2** MMI may retain copies of all Reports, worksheets, photographs, readings and records, and may use anonymised data, findings and images for internal quality assurance, training, benchmarking, product development and defence of claims.
- 20.3** MMI shall not identify the Client or the Vessel in any marketing, case study, social media post or publication without the Client's prior consent. The Client likewise shall not use MMI's name, logo or Reports in any marketing or brokerage material without MMI's prior written consent.



- 20.4** Each party shall keep confidential the other's non-public commercial, technical and operational information, save where disclosure is required by law, by a regulator, or for the purpose of defending or pursuing a claim.
- 20.5** MMI processes personal data in accordance with UK GDPR and the Data Protection Act 2018 and its privacy notice, available on request. MMI shall retain Reports and job records for a minimum of 6 years for insurance, regulatory and evidential purposes.

21. COMPLAINTS AND DISPUTE RESOLUTION

- 21.1** Any complaint should be raised in writing to ewan@mcintyremarine.com in the first instance. MMI shall acknowledge within 5 Working Days and shall respond substantively within 20 Working Days.
- 21.2** The parties shall use reasonable endeavours to resolve any dispute in good faith through direct discussion before commencing proceedings, and shall consider mediation where appropriate. This clause does not prevent either party from seeking interim relief or from pursuing recovery of an undisputed debt.

22. GENERAL, GOVERNING LAW AND JURISDICTION

- 22.1** The Contract, comprising MMI's quotation or booking confirmation, the Scope of Works, these Servicing Terms and the Master Terms, constitutes the entire agreement between the parties and supersedes all prior discussions, correspondence, marketing material, brochures, catalogues, website content and representations. Nothing in this clause limits liability for fraudulent misrepresentation.
- 22.2** No variation is binding unless agreed by MMI in writing. No failure or delay by MMI in exercising any right constitutes a waiver of it.
- 22.3** If any provision is held invalid, unlawful or unenforceable, it shall be severed or modified to the minimum extent necessary and the remainder shall continue in full force and effect.
- 22.4** A person who is not a party to the Contract shall have no right under the Contracts (Rights of Third Parties) Act 1999, or under any equivalent provision of the law of Scotland including the Contract (Third Party Rights) (Scotland) Act 2017, to enforce any term of the Contract.
- 22.5** Notices shall be given in writing by email to the addresses used by the parties in the course of the Contract, or by recorded delivery to the registered office.
- 22.6** The Contract and any dispute or claim arising out of or in connection with it, including non-contractual disputes or claims, shall be governed by and construed in accordance with the laws of England and Wales.
- 22.7** The courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Contract, including non-contractual disputes or claims.



ANNEX A — STANDARD LIMITATION NOTICE FOR INCLUSION IN EVERY MMI REPORT

Reproduce the following notice, in full, on the front page or immediately following the contents page of every condition report, service report, maintenance report and recommended maintenance schedule issued by MMI. It is the operative link between the Report and these Terms.

Basis and purpose. This Report has been prepared by McIntyre Marine Inspections Ltd solely for [CLIENT NAME] and solely for the purpose of [PURPOSE], in accordance with MMI's Terms and Conditions of Servicing, Maintenance, Training and Technical Reporting (Version 1.0), a copy of which is available at www.mcintyremarine.com and on request. Those Terms form part of this Report and this Report must be read subject to them.

Scope. This Report records MMI's opinion of the condition of those parts of the Vessel, machinery and systems which were visible and reasonably accessible at the date and time of inspection, within the scope instructed and set out in Section [X]. The inspection was non-invasive and non-destructive. Nothing was dismantled, opened up or removed. Concealed, sealed, inaccessible and obstructed areas were not inspected.

What this Report is not. This Report is not a pre-purchase survey, a valuation, a full condition survey by an accredited marine surveyor, or a classification, flag State, MCA coding, RCD/UKCA, Boat Safety Scheme or other statutory or regulatory survey or certification. It is not a guarantee, warranty or certification of the Vessel's condition, safety, seaworthiness, compliance or value, and it is not a statement that the Vessel is free from defect. The absence of comment on any item is not a statement that the item was inspected or is in good condition.

Point in time. This Report reflects condition at the date and time of inspection only and should not be treated as current after 12 months, or after any incident, significant use, transport, lay-up or work by others, whichever occurs first.

Recommendations. Recommendations are advisory and represent MMI's opinion of prudent action. The decision whether, when and how to act on them rests solely with the Client. Any cost figures are broad indications only and are not quotations.

Third party reliance. This Report is confidential to the named Client. It may be shown in unaltered and complete form to the Client's insurer, broker or professional advisers for information only. No insurer, underwriter, broker, surveyor, purchaser, lender or other third party acquires any right to rely on it, and MMI accepts no duty of care or liability whatsoever to any such party. Reliance is granted only under a signed reliance letter issued by MMI. MMI gives no warranty that any insurer or other body will accept this Report or grant, continue or renew cover on the strength of it.

Integrity. This Report must be read in full. No extract, summary, photograph, grade or individual recommendation may be reproduced or relied upon in isolation, and the Report may not be altered, edited, redacted or partially reproduced.

Liability. MMI's liability in respect of this Report is limited in accordance with clause 17 of the Terms. Nothing limits liability for death or personal injury caused by negligence or for fraud.

**ANNEX B — CLIENT ACKNOWLEDGEMENT AND ACCEPTANCE**

Signature is not required for these Terms to apply — they apply automatically on instruction, payment or commencement of work under clause 3.2. This page is provided so that MMI can obtain a signed record where a Client, marina, insurer or commercial account requires one.

I confirm that I have read, understood and accept the McIntyre Marine Inspections Ltd Terms and Conditions of Servicing, Maintenance, Training and Technical Reporting (Version 1.0, 6 August 2026) and the Master Terms incorporated by them. I confirm in particular that I have read and understood:

- (a) clause 10, which sets out the limits of MMI's inspections and what an MMI Report does and does not cover;
- (b) clause 12, which excludes reliance on MMI Reports by insurers and other third parties, and under which I indemnify MMI in respect of any onward disclosure I make; and
- (c) clause 17, which limits MMI's liability.

I further confirm that I am the owner of the Vessel or am duly authorised to instruct MMI on the owner's behalf, and that I have disclosed all known and suspected defects and hazardous materials in accordance with clause 4.2.

Client name		Vessel name	
Company (if applicable)		Vessel type / model	
Position / capacity		Berth / location	
Email		Job / quotation reference	

Signature

Print name

Date**FOR MMI OFFICE USE**

Job reference: _____ Scope of Works ref: _____

Report ref: _____ Date of attendance: _____

Signed copy filed: ☐ Yes ☐ N/A — accepted by instruction under clause 3.2