

Client's Authority and Provision of Material Fact

1. The Client (or 'You') warrants that it has the authority to enter into such an Agreement set out by the following terms and conditions.

Agent's Authority and Agreed Services

2. Within the terms of this agreement and those details outlined in the Statement of Particulars, the Agent (BoatBuy) has the authority to perform the following services (the "Agreed Services"):
 - a. Conduct on behalf of the Client a visual inspection of the boat, engine and/or trailer
 - b. Complete a report detailing what was checked with any defects found
3. "Visual inspection" means an inspection based on what is visible without disassembly of any part of the boat. The Client does not authorise the Agent to disassemble any part of the vessel.
4. The only exception to clause 3 above is to carry out a compression test for petrol engines only. This may involve disassembly of a small section of the engine.
5. The contents of the report are strictly the opinion of a qualified representative of the Agent and that opinion reflects the condition/state found on the time and day the visual inspection was conducted, taking into consideration the vessel's age and that items reported upon are described in comparison with vessels of similar age and type.
6. If an Insurance Survey is to be conducted, it is solely for the purpose of satisfying an insurance company's requirements when renewing or starting a policy, and the report must not be used for any other purpose, including for reliance upon by any prospective purchasers of the vessel.
7. The Agent will not check for any recall notices issued by manufacturers and does not profess to any knowledge of such notices.
8. The Agent accepts the appointment by the Client and agrees to use its best endeavours in order to perform the Agreed Services subject to the terms of this Agreement.

Obligations of the Client

9. Client must not disclose or release the report in whole or in part to any third party without the express prior permission in writing from BoatBuy.

Inspection Period

10. The Client appoints the Agent to act on its behalf subject to the terms and provisions set out in this Agreement commencing on and from the date of this Agreement.
11. The Client appoints the Agent for a period of;
 - a. 1 month, or the parties may mutually agree in writing to extend the appointment under this Agreement prior to the expiry of the period.

Cancellations

12. You may cancel the inspection at any time.

13. BoatBuy requires 24 hours' notice for cancelling or rescheduling inspections. Inspection fees cancelled or rescheduled with less than 24 hours' notice will be forfeited.
14. Inspections cancelled with more than 24 hours' notice will be refunded or credited in full.
15. BoatBuy reserves the right to cancel or reschedule inspections as necessary or required. Inspections cancelled by BoatBuy will be credited or refunded to you in full.
16. If any portion of the inspection is unable to be undertaken due to vessel condition and additional visit/s are required there will be a minimum call out fee of \$300 per visit.

Expenses

17. The Client acknowledges that the Agent may incur certain expenses while performing and in relation to the Agreed Services and agrees to such expenses being incurred by the Agent.
18. The Client agrees to reimburse any parking fees related to carrying out the inspection.
19. The Client agrees to advance funds for the stated expenses upon request by the Agent or will reimburse the costs incurred by the Agent once an invoice has been provided.
20. The Client agrees to reimburse any taxes or deductions debited by banks or other financial institutions from the Agent's account in relation to services provided on behalf of the Client.

Remuneration

21. Remuneration shall be paid to the Agent as follows:
 - a. For inspections outside the Sydney Metropolitan area, fees are quoted prior plus travel time and costs, as agreed with the Client, and payable prior to the Agent conducting the inspection.
 - b. For boat and single engine inspections within the Sydney Metropolitan area, the fee is calculated as per table 6A and is payable by the Client prior to the Agent conducting the inspection.
 - c. An extra \$175 is applicable for additional engines after the first one inspected.
 - d. Oil sampling is charged at \$250 for the first sample, and \$100 per sample thereafter
 - e. Diagnostic computer print-outs are charged at \$99 per engine

Length of Boat	Price
22 ft (no sea trial)	\$517.50
0-22 ft	\$575
23-30 ft	\$745
31-40 ft	\$920
41-50 ft	\$1150
51-60 ft	\$1379
61 ft +	To be quoted

Limit On Agent's Services And Authorisations

22. The Agent is not instructed and will not perform any other services other than as outlined in this Agreement.
23. It is the boat operator's responsibility to carry out maintenance checks as per owner manual.
24. Whilst all endeavours will be been made to discover any faults or defects that may exist in the engine(s),

gearboxes, hull, electrics and associated components, it is pointed out that there can always exist defects or hidden defects that cannot be detected during a reasonable examination without interfering or further dismantling components of the vessel. No responsibility can be accepted for any past, present or future parts or engine failure that may occur.

Agent's Indemnity And Liability

25. The Client will hold and keep indemnified the Agent against all actions, suits, proceedings, claims, demands, costs and expenses whatsoever which may be taken or made against the Agent in the course of or arising out of the proper performance or exercise of any of the powers, duties or authorities of the Agent under this Agreement.
26. The Client acknowledges that the inspections performed by the Agent covers only items deemed relevant by the Agent, and the inspection checklist changes depending on the type of boat and engine. The client can request a copy of the checklist prior, and unless additional inspection items are expressly requested by the Client and agreed to by the Agent, the Agent is not liable for any issues, damage or problems which may otherwise arise.
27. BoatBuy shall **NOT BE LIABLE** for any loss (including indirect and consequential loss), damage, delay, and loss of market, costs, expenses of whatsoever nature or kind and however sustained or occasioned by the Client related to the failure to report on or identify problems in areas of the vessel that were not accessed or viewed.
28. Otherwise the Agent's liability for any type of loss sustained or occasioned by the Client related to reliance on the results of the inspection as contained in the report is limited to **five times the fee** for the survey.
29. BoatBuy is **NOT LIABLE** to any third party for any type of loss.
30. Neither party shall be liable to the other party for any loss caused by any failure to observe the terms and conditions of this agreement, where such failure is occasioned by causes beyond its reasonable control including but not limited to by fire, flood, riot, strike, war, restrictions and prohibitions or any other actions by any government or semi government authorities.

Intellectual Property

31. The report detailing the findings of the survey and any intellectual property rights attached to it remain property of the Agent even after it is provided to the Client. The Agent reserves its right to resell or reproduce the report at its discretion, unless the Client provides express written notice that it does not wish the report to be shared to third parties.

Entire Agreement

32. This agreement is the entire agreement and understanding between the parties on everything connected with the subject matter of this agreement, and supersedes any prior understanding, arrangement, representation or agreements between the parties as to the subject matter contained in this agreement.

Privacy

33. The Client acknowledges that the Agent may require personal information from or about the Client in order to act on the Client's behalf and satisfy its obligations under this Agreement.
34. The Client agrees to the Agent's use and disclosure of personal information it may have collected in accordance with the Privacy Act 1998 and/or any other applicable legislation.
35. The Agent will only disclose such information to other parties as required in order to perform their duties under this Agreement or as required by Privacy Act 1998 and/or any other applicable legislation.

Disclosure

36. The Agent must disclose to the Client any rebates, discounts or commissions it may receive from third parties which relate to payments made by the Client or expenses incurred by the Client or on behalf of the Client by the Agent.

Disclaimer

37. The Agent does not guarantee the accuracy of any valuation or estimate of the value of a vessel and the Client agrees to not rely on any such information.
38. If the Agent identifies any defects in the course of the survey, it does not guarantee the accuracy of any estimated cost of repairing such defects or any potential or hidden defects related to the identified defects. Client agrees to rely on quotes directly obtained from their preferred and suitably qualified tradesperson.
39. The Client accepts that the Agent cannot provide any financial or investment advice and that any advice provided is of a general nature and does not take into consideration the Client's individual circumstances, objectives, financial situation or needs in relation to the acquisition of any proposed property.
40. The Client agrees to obtain financial advice from an independent and appropriately qualified financial or investment adviser should such advice be required prior to authorising the acquisition of any Boat and/or Trailer.

Variation

41. Any variation to any terms under this Agreement or the Statement of Particulars can only be varied in writing signed by both parties.

Client Acknowledgment

42. The Client acknowledges they have downloaded a digital copy of this Agreement