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Small Commercial 2<sup>nd</sup> Edition - Workboat Code of Practice

# SWB1

## APPLICATION FOR SURVEY

Section 1(a) - GENERAL PARTICULARS							
Name of Owner/Managing Agent*							
Address:							
Tel:							
e mail:							
Name of Vessel:							
Type of Vessel e.g. <b>Workboat/CABIN RHIB/RHIB/Open Boat/Vessel with Buoyant Collar:</b>							
Hull construction material and standard:							
Engine(s) description / power / number:							
Length as defined in Section 2 of the Code:							
Load line length (vessel with LOA>24M):							
Proposed use e.g. <b>Workboat /Pilot Boat:</b>							
Estimated maximum speed:							
Code:	Workboat Edition 2 / Brown Code						
Area category (0/1/2/3/4/5/6): <b>WB2 Areas: Cat.5 (3 miles from departure point in fav weather), Cat.6 (3 miles from departure point in fav weather &amp; daylight) Category 3 R for RHIBS and Boats with a Buoyant Collar</b>	Please Select (distances in nautical miles from a safe haven): <b>0</b> (Unlimited) <b>1</b> (150 miles) <b>2</b> (60 miles ) <b>3</b> (20 miles) <b>3R</b> (20 miles – night time restriction 3/10 miles) <b>4</b> (20miles daylight/fav weather) <b>5</b> (3 miles fav weather) <b>6</b> (3 miles fav weather in daylight)						
Total number of persons, crew & passengers (max 12 passengers):							
Single manning required:	Yes / No						
MLC Inspection required (All Cat 0 /1 vessels & all others operating outside UK):	Yes / No (please contact office for advice if required)						
Builder:							
Design description/model:							
Year of build:							
Hull Identification No:							
Flag Registry (if applicable):							
Official Number:							
Port of Registry:							
Registered tonnage:							
<b>Workboat (if applicable)</b>							
Towing/Lifting/Cargo:	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%; text-align: center;"><b>TOWING</b></td> <td style="width: 15%;">Yes/No</td> <td style="width: 15%; text-align: center;"><b>CRANE</b></td> <td style="width: 15%;">Yes/No</td> <td style="width: 15%; text-align: center;"><b>CARGO</b></td> <td style="width: 15%;">Yes/No</td> </tr> </table>	<b>TOWING</b>	Yes/No	<b>CRANE</b>	Yes/No	<b>CARGO</b>	Yes/No
<b>TOWING</b>	Yes/No	<b>CRANE</b>	Yes/No	<b>CARGO</b>	Yes/No		
Type of cargo & max wt.:							
Other duties e.g. fuel transfer, IMDG, OESV, Autonomous:							
Dedicated pilot vessel: Yes/No							
Occasional pilot duty: Yes/No							
Is the vessel capable of or intended to operate autonomously:	Yes/No						
<b>Section 1(b) – Survey Arrangements</b>							
Location of vessel:							
Contact name/number (if not the owner)							
<b>Section 2 - Application</b>							

*I the Owner / Managing Agent \* of the vessel named above and the general particulars of which are given above, hereby make application to have this vessel examined for the issue of a Small Commercial Vessel Certificate. Please see over for scales of certification fees which will be invoiced following receipt of your application. Please note that survey fees are charged in addition to certification fees. The applicant is also responsible for the payment of these fees.*

*Certification cannot be issued until all such fees have been settled in full. Please note that by signing this form, you are agreeing that the information you have supplied can be stored on our database & in our files for the purpose of statutory certification of your vessel & will be shared as is required for the purpose of that statutory certification & for no other purpose.*

**I accept the MECAL Ltd Standard Terms & Conditions which are appended to this document**

Signed..... (Owner/Managing Agent \*) Print Name..... Date.....

## SCALE OF CERTIFICATE FEES

**From 1<sup>st</sup> April 2021**

**The fees listed here are administration / certification fees**

**Please note that survey fees are additional & vary according to location, complexity & condition of the vessel & to the degree of preparation of the vessel for the survey**

	<b>Vessels &lt; 15m &amp; not requiring Annual Survey</b>	<b>Vessels 15m &amp; over or those requiring Annual Survey &amp; Pilot Boats</b>
Issue of Certificate – initial & 5-year renewal	175	235
Annual Retention Fee	100	185
Amendment & re-issue of Certificate	55	55
Supplement for Owners/Managing Agents based abroad	35	35
Issue of Cert of Survey for Tonnage (<24M)	150	150
Issue of Cert of Survey for Tonnage (>24M)	150	270
Stability Assessment Fee (vessels not requiring stability book)	80	80
Stability Information Book Approval (intact stability)	100	500
Stability Information Book Approval (extra for damage stability)	100	250
SOPEP Approval (Form and Content)	100	250
MLC Admin Fee	100	100

**VAT can be treated as zero rated or out of scope (as applicable) for fees associated with statutory surveys/certification carried out directly by MECAL**

**Amendment = re-issue of certificate arising from change of code or vessel details, change of owner, change of address, change of vessels name, or transfer from other Certifying Authority. No additional charge is made if such changes occur at the annual certification date.**

NOTES:

1. **MECAL** aims to be competitive by efficient and professional management from our fully staffed office in Plymouth.
2. Change of owner of a MECAL coded vessel will incur a certificate fee as shown above for Certificate Amendment. The vessel will require an examination by an authorized examiner under the scope of a reduced annual examination. Survey fees for such examination are charged extra according to vessel complexity, location & the degree of preparation.
3. Transfer of a vessel to MECAL from another Certifying Authority will incur a fee as in 3 above, for re-issue of the certificate. The vessel will not normally be subject to examination by an authorized examiner provided that there are no overdue examinations or outstanding issues under the previous Certifying Authority
4. Survey fees for surveys carried out by MECAL are generally based on time & thus vary according to the complexity of the vessel, location & the degree of preparation. Owners are encouraged to keep such fees to a minimum by careful preparation of the vessel for survey using the vessel SCV2/SWB2 as a guide or, in the case of a vessel newly coming into code, by the issue of detailed code specifications & advice from our technical department. The technical specifications are available to all clients on request free of charge
5. It is Mecal policy to charge in advance of the survey if the vessel/ owner is abroad or there have been payment delays in the past.
6. Vessels requiring annual surveys are those that fit into 1 or more of the following categories:
  - Operating in Area Categories 0 or 1
  - Carrying 16 or more persons
  - Carrying more than 1000kg of cargo
  - Fitted with crane
  - Towing
  - Workboat with Pilot Boat Endorsement
  - Those on Brown Code or Workboat Code Edition 2
  - Certain other vessels deemed by MECAL to carry additional risk (e.g. old wooden vessels & vessels of high complexity, vessels considered to be poorly maintained & where recommended by surveyor)
7. Stability book approval for all vessels is carried out by MECAL Technical Department. The quoted fees assume that the books are presented in the required format. If this is not the case, any resulting additional time spent in carrying out the approval will result in additional fees being charged according to the time spent
8. Occasional surveys carried out directly by MECAL following damage, detention, modification or otherwise as deemed necessary to verify the condition of a vessel, will be charged at the MECAL current rate (please contact the office for advice on this) . These charges will vary for vessels located abroad.
9. When the process of certification does not proceed, MECAL's policy is to normally refund the certificate fee but we reserve the right to retain an amount commensurate with any work that may have been performed by MECAL admin or technical staff.

### **MECAL Ltd Standard Terms and Conditions**

#### **1. Definitions**

- a) MECAL Ltd is a Limited Company. These terms and conditions apply to all business, conducted in the name of MECAL Ltd by any of its directors, employees or authorised subcontractors.
- b) "Client" shall mean any person(s), company(s) or authority(s) who shall order /purchase Services from MECAL Ltd.
- c) "Coding" shall mean the process comprising the performance of Services by MECAL Ltd in accordance with Statutory requirements of the Client's vessel or vessels to enable a Commercial Certificate to be issued by MECAL Ltd in respect of such vessel or vessels.
- d) "Contract" shall mean the contract for sale or supply of Services by MECAL Ltd to the Client.
- e) "Contract period" shall mean the period of time during which MECAL Ltd shall provide Services for the Client this being normally five (5) years from the date of Coding (date of issue of Commercial Certificate) of the vessel or vessels.

- f) "Report" means any report or statement supplied by the Surveyor/Consultant in connection with instructions received from the Client.
- g) "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.
- h) "Fees" means the fees charged by the Surveyor/Consultant to the Client and including any Value Added Tax (VAT) where appropriate at the rate applicable at the date of invoice and any Disbursements
- i) "Services" shall mean any activity undertaken by MECAL Ltd on behalf of and / or as directed by the Client required to enable MECAL Ltd to complete Coding of the Client's vessel or vessels which shall include but not be limited to examination and surveying of the vessel or vessels and undertaking any other enquiries necessary to satisfy the Client's wishes and / or to comply with Statutory requirements.

## 2. Scope

MECAL Ltd 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 MECAL Ltd to provide for the duration of the Contract Period. MECAL Ltd will confirm in writing that it accepts those instructions or alternatively what Services it will perform in connection with the Client's instructions. Once MECAL Ltd and the Client have agreed what Services are to be performed any subsequent changes or additions must be agreed by both parties in writing.

## 4. Payment Terms

The Client shall pay MECAL Ltd fees punctually in accordance with these Conditions and in any event not later than 14 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 after 30 days shall entitle MECAL Ltd to claim interest in accordance with the Late Payment of Commercial Debt (Interest) Act 1998 ("the Act") for all commercial debts at 8% above the Bank of England base rate prevailing at the time of default. As well as a fixed collection costs calculated on the sums outstanding as set out as follows: £40.00 for £0.00 to £1,000.00, £70.00 for £1,000.00 to £10,000.00, £100.00 for £10,000.00 and above.

Non payment of survey or certificate fees will prevent issue of the certificate and/or annual licence disc. It is illegal to operate commercially without these being on board.

## 5. Obligations and Responsibilities

### (a) Client

The Client undertakes to ensure that full instructions are given to MECAL Ltd and are provided in sufficient time to enable the required Services to be performed effectively and efficiently and to procure all necessary access for MECAL Ltd to goods, premises, vessels, installations and transport and to ensure that all appropriate safety measures are taken to provide safe and secure working conditions.

*MECAL Ltd shall not be liable for the consequences of late, incomplete, inadequate, inaccurate or ambiguous instructions.*

### (b) MECAL Ltd

MECAL Ltd shall use reasonable care and skill in the performance of the Services in accordance with sound marine surveying/consulting practice.

### (c) Reporting

MECAL Ltd shall submit a final written Report to the Client following completion of the agreed Services describing MECAL Ltd 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

MECAL Ltd 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 and records including any information recorded electronically created by MECAL Ltd remains the property of MECAL Ltd.

### (f) Conflict of Interest/Qualification

MECAL Ltd 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 MECAL Ltd to continue its involvement with the appointment. The Client shall be responsible for payment of MECAL Ltd Fees up to the date of notification.

## 6. Liability

(a) Without prejudice to Clause 7, MECAL Ltd 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 MECAL Ltd or any of its employees or agents or authorised sub-contractors ,

(b) 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 MECAL Ltd aforesaid, then, save where loss, damage, delay or expense has resulted from MECAL Ltd 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 MECAL Ltd 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 MECAL Ltd charges or £125,000 whichever is the greater.

MECAL Ltd 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 MECAL Ltd would be liable under Clause 6, the Client hereby undertakes to keep MECAL Ltd and its employees, agents and authorised 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 MECAL Ltd may suffer or incur (either directly or indirectly) in the course of the Services under these Conditions.

## 8. Force Majeure

Neither MECAL Ltd 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

MECAL Ltd shall effect and maintain, at no cost to the Client, Professional Liability Insurance for such loss and damage for which MECAL Ltd may be held liable to the Client under these terms and conditions.

## 10. MECAL Ltd Right to Sub-contract

MECAL Ltd 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 sub-contract MECAL Ltd shall remain fully liable for the due performance of its obligations under these Conditions.

## 11. Termination

MECAL Ltd shall have the right to terminate the contract by giving the Client two (2) weeks' notice in writing and request that the Client transfers his vessel or vessels to another certifying authority.

## 12. Time Bar

Any claims against MECAL Ltd by the Client shall be deemed to be waived and time barred absolutely upon the expiry of one year from the submission date of the Report to the Client.

## 13. Jurisdiction and Law

These Conditions shall be governed by and construed in accordance with the laws of England and Wales and any dispute shall be subject to the exclusive jurisdiction of the English Courts.