

## APPLICATION FOR FISHING VESSEL SERVICES – FV1

Please complete this form and return to the address above by email or post. Once received a formal quote outlining the fees will be issued to the Applicant.

| A. APPLICANT DETAILS The quote and invoices will be sent to the Applicant                            |                          |   |                          |
|--|--------------------------|---|--------------------------|
| <b>Builder's Details</b> I am the Applicant <input type="checkbox"/>                                 |                          |   |                          |
| Company:   |                          | Contact Name:   |                          |
| Address:   |                          | Mobile:   |                          |
| Email:   |                          | Postcode:   |                          |
| <b>Outfitter's Details</b> I am the Applicant <input type="checkbox"/>                               |                          |   |                          |
| Company:   |                          | Contact Name:   |                          |
| Address:   |                          | Mobile:   |                          |
| Email:   |                          | Postcode:   |                          |
| <b>Owner's Details</b> I am the Applicant <input type="checkbox"/>                                   |                          |   |                          |
| Company:   |                          | Contact Name:   |                          |
| Address:   |                          | Mobile:   |                          |
| Email:   |                          | Postcode:   |                          |
| <b>Has a Yard visit been undertaken by FV Authority?</b>   |                          | Yes <input type="checkbox"/> No <input type="checkbox"/>      |                          |
| Date of Last Yard Visit  |                          |   |                          |
| Is vessel part-through build? <i>If yes please provide further details, such as current surveyor</i> |                          |   |                          |
| B SURVEY REQUIRED  |                          |   |                          |
| <b>New Vessel Construction Hull Only</b> less than 7m registered length                              | <input type="checkbox"/> | <b>Tonnage Measurement</b> up to 14.99m registered length     | <input type="checkbox"/> |
| <b>New Vessel Construction Hull Only</b> up to 12 m registered length                                | <input type="checkbox"/> | <b>Tonnage Measurement</b> up to 15m to 24m registered length | <input type="checkbox"/> |
| <b>New Vessel Construction Hull and Outfit</b> up to 12 m registered length                          | <input type="checkbox"/> | <b>Outfit only</b> up to 12m Registered Length                | <input type="checkbox"/> |
| <b>Yard Inspection</b>   | <input type="checkbox"/> | <b>Pre Reg / Compliance</b>                                   | <input type="checkbox"/> |

| C Vessel Details  |  |                         |  |
|---|--|-------------------------|--|
| CM Number:  |  | Yard Number             |  |
| Make / Model:   |  |                         |  |
| Vessel Type: Monohull / Multihull   |  | Breadth:                |  |
| Overall Length (m):   |  | Depth (m):              |  |
| Registered Length:  |  | Tonnage (approximate)   |  |
| Hull Construction (GRP / Steel / Aluminium)   |  | Max. Engine Power (kW): |  |
| Drawing/Design References:  |  |                         |  |
| <b>Fishing Method:</b>  |  |                         |  |
| <i>No inspections can be carried out without approved construction drawings</i>   |  |                         |  |
| <b>Please indicate proposed construction dates:</b>   |  |                         |  |
| Keel Laying Date:   |  |                         |  |
| Hull Start Date:  |  | Hull Completion date:   |  |
| Outfit Start Date:  |  | Outfit completion date: |  |
| D. Guidance Notes:  |  |                         |  |
| <p>Once an application has been approved you will be provided with a quote which outlines the <u>fees</u> in connection with the Application. Once you have agreed to these and paid our invoice you will be assigned an appropriately qualified Surveyor who will make contact with you. <b>Your surveyor will be your single point of contact throughout the process.</b></p> <p>New vessel construction will be assessed against the relevant Codes of Practice for Fishing Vessels less than 24m Registered Length issued by the Maritime and Coastguard Agency. Adequate notice of intention to build is required particularly with GRP vessels. Accurate/realistic start and completion dates should be provided. It is the Applicant's responsibility to give adequate notice for each inspection.</p> <p>No inspection can be carried out on new builds until the construction plans have been approved Copies of the approved drawings will be required. It is the Applicant's responsibility that the vessel is at the required build stage for the relevant inspection. Where a vessel is found to be incomplete in respect of the inspection which has been arranged additional inspection and fees may be incurred.</p> <p>MGN630 as amended and MSIS 27 refer</p> |  |                         |  |
| E. Declaration:   |  |                         |  |
| <p>I, the Applicant, hereby confirm that: <b>The vessel construction drawings have been approved by the MCA. Consent has been obtained from any individuals who are detailed above in addition to the Applicant. I accept the MECAL Ltd Standard Terms &amp; Conditions which are appended to this document.</b> Please note that by signing this form, you are agreeing that the information you have supplied can be stored on our database &amp; in our files for the purpose of statutory certification of your vessel &amp; will be shared as is required for the purpose of that statutory certification &amp; for no other purpose.</p>  |  |                         |  |
| Name:   |  | Date:                   |  |
| Signed:   |  |                         |  |

# 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) "Applicant" shall mean any person(s), company(s) or authority(s) who shall order /purchase Services from MECAL Ltd.
- c) "Contract" shall mean the contract for sale or supply of Services by MECAL Ltd to the Applicant.
- d) "Report" means any report or statement supplied by the Surveyor/Consultant in connection with instructions received from the Applicant.
- 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 Mecal to the Applicant (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 Applicant required to enable MECAL Ltd to complete the services on the Applicant'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 Applicant'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 Applicant 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 Applicant's instructions. Once MECAL Ltd and the Applicant 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 Applicant 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) Applicant

The Applicant 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 care 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 Applicant 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 Applicant not to do so.

### (d) Confidentiality

MECAL Ltd undertakes not to disclose any information provided in confidence by the Applicant to any third party and will not permit access to such information by any third party unless the Applicant 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 Applicant 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 Applicant 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 Applicant 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 Applicant 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 Applicant 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 Applicant 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 Applicant 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 Applicant, Professional Liability Insurance for such loss and damage for which MECAL Ltd may be held liable to the Applicant 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 Applicant'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 Applicant two (2) weeks' notice in writing and request that the Applicant transfers his vessel or vessels to another certifying authority.

## 12. Time Bar

Any claims against MECAL Ltd by the Applicant 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 Applicant.

## 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.