

## **Standard terms & conditions for surveys and other services rendered (STC)**

### **1. Definitions**

"Company" is Rennie Murray & Co (Pty) Ltd registered in South Africa and trading under these conditions.

"Contractor / Sub-contractor" is the party appointed by the Company to conduct services required by the client.

"Client" is the party at whose request or on whose behalf the Company undertakes surveying services.

"Report" means any final written report supplied by the Company / Contractors in connection with instructions received from the Client.

"Disbursements" means the cost of all reasonable photography, reproduction of drawings, diagrams, sketches and printing, duplicating and, where applicable, electronic transmission fees, and all reasonable and appropriate expenses including travel, refreshments and hotel accommodation where an overnight stay is necessary.

"Fees" means the fees charged by the Company to the Client and including any value added tax where applicable and any Disbursements

### **2. Scope and Application**

The Company shall provide its services solely in accordance with these terms and conditions. These STC's apply to all entities appointing the Company for required services.

### **3. Work**

The Client will set out in writing the services which it requires the Company to provide. The Company will confirm in writing that it accepts those instructions alternatively what services it will perform in connection with the Client's instructions. Once the Company 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 the Company Fees punctually in accordance with these Conditions and in any event not later than 30 days following the relevant invoice date, or in such other manner as may have been agreed in writing between the parties. Any delay in payment shall entitle the Company to raise interest at as provided in terms of the Prescribed Rate of Interest Act or any amendments to the Act.

### **5. Obligations and Responsibilities**

**(a) Client:** The Client undertakes to ensure that full instructions are given to the Company and are provided in sufficient time to enable the required services to be performed effectively and efficiently and to procure all necessary access for the Surveyor/Consultant to goods, premises, vessels, installations and transport and to ensure that all appropriate safety measures are taken to provide safe and secure working conditions. The Company shall not be liable for the consequences of late, incomplete, inadequate, inaccurate or ambiguous instructions.

**(b) Surveyor:** The Company's Surveyor or appointed Consultant shall use reasonable care and skill in the performance of the services in accordance with sound marine surveying/consulting practice.

**(c) Reporting:** The Company shall submit a final written Report to the Client following completion of the agreed services describing the Surveyor's/Consultant's findings and the condition and/or quality of the object and/or purpose of the assignment, unless otherwise expressly instructed by the Client not to do so.

**(d) Confidentiality:** The Company 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 created by the Company's Surveyor/Consultant remains the property of the Company.

**(f) Conflict of Interest/Qualification:** The Company shall promptly notify the Client of any matter including conflict of interest or lack of suitable qualifications and experience, which would render it undesirable for the Surveyor/Consultant to continue its involvement with the appointment. The Client shall be responsible for payment of the Surveyor/Consultant's Fees up to the date of notification.

### **6. Liability**

**(a)** Without prejudice to Clause 7, the Company 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 gross negligence or wilful default of the Company's Surveyor/Consultant or any of its employees or agents or sub-contractors. Liability by the Company shall also not be applicable for any consequential loss whatsoever.

**(b)** In the event that the Client proves that the loss, damage, delay or expense was caused by the gross negligence or wilful default of the Surveyor/Consultant aforesaid, then, save where loss, damage, delay or expense has resulted from the Surveyor's/Consultant's personal act or omission committed with the intent to cause same or recklessly and with knowledge that such loss, damage, delay or expense would probably result, the Company's liability for each incident or series of incidents giving rise to a claim or claims shall never exceed a sum calculated on the basis of the Company's fee note issued or USD2000.00 whichever is the greater. The Company shall not be liable for loss of or damage to equipment and other items placed at its disposal by or on behalf of the Client however such loss or damage occurs.

#### **7. Indemnity**

Except to the extent and solely for the amount therein set out that the Company would be liable under Clause 6, the Client hereby undertakes to keep the Company and its employees, agents and sub-contractors indemnified and to hold them harmless against all actions, proceedings, claims, demands or liabilities whatsoever or howsoever arising which may be brought against them or incurred or suffered by them, and against and in respect of all costs, loss, damages and expenses (including legal costs and expenses on a full indemnity basis) which the Company may suffer or incur (either directly or indirectly) in the course of the services under these Conditions.

#### **8. Force Majeure**

Neither the Company nor the Client shall, except as otherwise provided in these Conditions, be responsible for any loss, damage, delay or failure in performance hereunder arising or resulting from act of God, act of war, seizure under legal process, quarantine restrictions, strikes, boycotts, lockouts, riots, civil commotions and arrest or restraint of princes, rulers or people.

#### **9. Insurance**

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

#### **10. Surveyor's/Consultant's Right to Sub-contract**

The Company 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 the Company shall remain fully liable for the due performance of its obligations under these Conditions.

#### **11. Time Bar**

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

#### **12. Jurisdiction and Law**

These Conditions shall be governed by and construed in accordance with the laws of the Republic of South Africa and any dispute shall be subject to the exclusive jurisdiction of the High Court of South Africa exercising its jurisdiction.