

## **SURVEYORS SIGNING INDEMNITIES - ITIC SUGGESTED WORDING**

---

### **IMPORTANT NOTICE**

If you are asked to sign an indemnity and/or waiver prior to boarding a vessel, we would suggest that you refuse and that nothing at all be signed. However, if this proves impossible you may want to present the owner with the following wording:

---

“In consideration of your allowing [the Surveyor], its agents and/or servants (“the Company”) to board the above vessel for the purposes of carrying out a survey on behalf of the Company’s principal/s, the Company hereby undertakes not to make any claim against the Owner, their servants or agents (“the Owners”) for any losses suffered by the Company (other than those for which the Owner cannot exclude their liability by provision of statute) provided such losses occurred solely due to the Company’s negligent acts and omissions or wilful misconduct.

Further, the Company hereby agrees to indemnify the Owners against any losses they suffer (including claims brought by any third party) arising from the Company’s negligent acts and omissions or wilful misconduct whilst onboard the vessel.

This Agreement shall be governed by and construed in accordance with English law. Any disagreement or dispute arising from this Agreement is subject to the exclusive jurisdiction of the English High Court or, if agreed in writing between the parties, arbitration in London, subject to the provisions of the Arbitration Act 1996, or any statutory modification or re-enactment thereof for the time being in force and the current rules of the LMAA at the time of the dispute.”

---

Finally, the surveyor may want to include a clause in their own terms with their principal that allows them to recover any losses they may suffer which are not caused by their own negligence as a result of performing the survey.