

SCALE OF FEES

From 1st April 2007

ALL CODE VESSELS

	Vessels < 15m not requiring Annual Survey	Vessels 15m & over & those requiring Annual Survey
Issue of Certificate – initial & 5-year renewal	125	140
Annual Retention Fee	65	110
Amendment & re-issue of Certificate	65	65
Issue of Tonnage Certificate	90	
Stability Information Book Approval (intact stability)		250
Stability Information Book Approval (extra for damage stability)		100
Supplement for Vessels based abroad (applied to all of the above)	30	30

Fees for tonnage and code certification are not subject to VAT

Amendment = re-issue of certificate arising from change of code details, change of owner, change of address, change of vessels name, or transfer from other Certifying Authority

NOTES:

1. **MECAL** aims to set fees to be competitive with other Certifying Authorities by efficient and professional management. The fee structure is tied to admin time & costs rather than arbitrary divisions such as vessel length
2. Small fleets of Cat.6 vessels may be certificated as a single operation under one certificate. Fees will be negotiated, depending on the complexity of the operation
3. 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. Fees for such examination will be the subject of negotiation
4. Transfer of a vessel to MECAL from another Certifying Authority will incur a fee as in 3. above. The vessel will not normally be subject to examination by an authorized examiner provided that there are no overdue examinations under the previous Certifying Authority
5. Fees for compliance examinations & inspections will be subject to negotiation. The level of fees may be set according to the complexity of the vessel & it's proximity to the examiner rather than it's size. Owners will be given the option of keeping such fees to a minimum by careful preparation of vessel & documentation. MECAL office can give appropriate guidance on this
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 lifting device
 - Towing
 - Workboat with Pilot Boat Endorsement
 - Certain other vessels deemed by MECAL to carry additional risk (e.g. certain categories of old wooden vessels)
7. Stability book approval for all vessels is carried out by MECAL. 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 at the rate of £75 per hour
8. Discount on certification fees (initial, annual, renewal) of 10% can be applied to fleets of vessels >5 under the same owner/managing agent where the documentation for all vessels can be processed at the same time. Please contact MECAL office for guidance on this.

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 or subcontractors.
- b) In these conditions, the "Client" shall mean any person(s), company(s) or authority(s) who shall order or purchase services or goods from **MECAL Ltd**.
- d) In these conditions, the "Contract" shall mean the contract for sale or supply of services or goods by **MECAL Ltd** to the Client.

2. CONTRACT

- a) So far as they are not expressly varied in writing by **MECAL Ltd** these conditions shall be incorporated into all contracts made by **MECAL Ltd** and all work undertaken or goods supplied by **MECAL Ltd** shall be deemed to be carried out pursuant to a contract incorporating these conditions.
- b) **MECAL Ltd** reserves the right to renegotiate price where the contract is varied; these variations to be confirmed in writing.
- c) The invalidity or unenforceability for any reason of any part of these conditions shall not prejudice or affect the validity or enforceability of the remainder.
- d) A commission of the work described on the estimate or proposal will be deemed to have been accepted if either:
a copy of the estimate or proposal is signed by the Client and returned to **MECAL Ltd**.
or:
payment of an invoice issued by **MECAL Ltd** in respect of the estimate or proposal is made by the client to **MECAL Ltd**.
- e) The client is deemed to be satisfied as to the suitability of the specifications/proposals in the contract for the purpose for which the Client requires them.

3. COMPLETION

Any completion date(s) given by **MECAL Ltd** to the Client is a best approximation although every endeavour will be made to meet such date(s). **MECAL Ltd** will not accept any responsibility or liability if dates are not met.

4. FORCE MAJEURE

- a) If performance of the contract shall be delayed by any circumstances or conditions beyond the control of **MECAL Ltd** including war, industrial dispute, strike, lock out, riot, malicious damage, fire, storm, flood, act of God, accident, non-availability or shortage of material or labour, failure by any subcontractor or supplier to perform, failure of equipment, any statute, rule, byelaw, order, regulation or requisition made or issued by any government department, local or other duly constituted authority then **MECAL Ltd** shall have the right to cancel or to suspend further performance of the contract until such time as the cause of delay shall no longer be present.
- b) If **MECAL Ltd** exercises the right to cancel, the Client shall thereupon pay all sums due in terms of the contract, less a reasonable allowance for such part of the contract as has not been performed.

5. PAYMENT

- a) Unless otherwise agreed in writing between **MECAL Ltd** and the Client, payment of all sums due to **MECAL Ltd** in respect of a contract shall be made within 10 days of the date of invoice.
- b) Where contracts involve stage payments, failure by the Client to pay at any stage in accordance with 5a) above shall entitle **MECAL Ltd** to suspend continuation of the contract until such time as payment is received.
- c) **MECAL Ltd** shall have the right to claim and be paid interest at the rate of 4% per annum above Base Rate for the time being of Barclays Bank PLC calculated on a day to day basis on all sums due to **MECAL Ltd** and unpaid for the period from the date upon which payment is due until the date upon which payment is made both before and after any judgement but nothing here shall entitle the Client to withhold payment or delay any payment due to **MECAL Ltd** after the date upon which it falls due or in any way prejudice or affect **MECAL Ltd** rights in relation to the said non-payment.

6. PASSING OF INTELLECTUAL PROPERTY

- a) Except as defined in a Licence Agreement or as otherwise agreed in writing between **MECAL Ltd** and the Client, all intellectual property and title including products, patents, registered design or copyright arising from performance of the contract shall vest with **MECAL Ltd** or its agent(s) or subcontractor(s).
- b) In the event of agreement in writing that property and title in products, patents, registered design or copyright arising from performance of the contract shall pass in whole or in part to the Client, property and title shall not so pass to the Client until the whole price of the contract has been received by **MECAL Ltd**.

7. WARRANTY

Where **MECAL Ltd** is supplying goods manufactured by us or by our contractors **MECAL Ltd** warrant (subject to the limitations in 7(b) and 8 below) that if the goods manufactured by us prove to be defective in workmanship we shall undertake to repair or replace free of charge such goods providing the following conditions are fulfilled:

- a) That the defect is not attributable to fair wear and tear or any fault or damage arising from impact, modification, accident, neglect, abnormal working conditions, inappropriate use or treatment, or incorrect handling.
- b) That any claim arising from the defect is made by the Client as our original customer for the Clients own benefit.
- c) That any such claim is notified in writing to us within 10 days of the date of discovery thereof and in any event within 12 months of the date of delivery.
- d) That the Client has taken all prudent precautions and complied with our recommendations for storage, unpacking, installation and maintenance procedures for the goods.
- e) Except where **MECAL Ltd** specifically otherwise agrees in writing we offer no (and shall have no liability under any) warranty or condition (expressed or implied) in respect of materials or services of our subcontractors but will if requested (and if **MECAL Ltd** consider it practical and appropriate to do so) assist the Client to obtain the benefit of such warranties as are available from them in favour of first users of goods.

8. LIABILITIES

- a) Nothing in these conditions shall apply to exclude or restrict any liability which under the Unfair Contract Terms Act 1977 cannot in the relevant circumstances be excluded or restricted.
- b) Subject to 8(a) above **MECAL Ltd** shall not be liable to the Client or to third parties for any loss of profit or consequential loss or damage how so ever arising.
- c) Whilst **MECAL Ltd** will use all reasonable endeavours to ensure the accuracy of the work performed and any information given, **MECAL Ltd** makes no warranty, express or implied, as to accuracy and will not be liable for any consequence arising out of any inaccuracies or omissions unless they are the result of wilful negligence or default on the part of **MECAL Ltd** or its servants or agents.
- d) The Client shall inspect any data or information supplied immediately on arrival thereof and shall within five working days from such inspection give notice in writing to **MECAL Ltd** of any allegation of deficiency. If the Client fails to give such notice the work done shall be deemed to be in all respects in accordance with the Clients instruction and the contract.

9. SUSPENSION OR CANCELLATION

If the Client shall be declared apparently insolvent or being a body corporate shall have a Receiver or Liquidator appointed to it, or undergoes a change of ownership or change in management structure then **MECAL Ltd** may either suspend or cancel the contract, **MECAL Ltd** shall be entitled to recover all costs accrued or incurred by **MECAL Ltd** up to the date on which **MECAL Ltd** receives notice of such cancellation.

10. RULING LAW

All contracts shall be deemed to have been made in England and the construction, validity and performance of such concern shall be governed in all respects by English Law.