



Guide for Yacht Condition Assessment Programme (Yacht CAP)

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GENERAL CONDITIONS

Definitions:

"Administration" means the Government of the State whose flag the Ship is entitled to fly or under whose authority the Ship is authorized to operate in the specific case.

"IACS" means the International Association of Classification Societies.

"Interested Party" means the party, other than the Society, having an interest in or responsibility for the Ship, product, plant or system subject to classification or certification (such as the owner of the Ship and his representatives, the ship builder, the engine builder or the supplier of parts to be tested) who requests the Services or on whose behalf the Services are requested.

"Owner" means the registered owner, the ship owner, the manager or any other party with the responsibility, legally or contractually, to keep the ship seaworthy or in service, having particular regard to the provisions relating to the maintenance of class laid down in Part A, Chapter 2 of the Rules for the Classification of Ships or in the corresponding rules indicated in the specific Rules.

"Rules" in these General Conditions means the documents below issued by the Society:

- (i) Rules for the Classification of Ships or other special units;
- (ii) Complementary Rules containing the requirements for product, plant, system and other certification or containing the requirements for the assignment of additional class notations;
- (iii) Rules for the application of statutory rules, containing the rules to perform the duties delegated by Administrations;
- (iv) Guides to carry out particular activities connected with Services;
- (v) Any other technical document, as for example rule variations or interpretations.

"Services" means the activities described in Article 1 below, rendered by the Society upon request made by or on behalf of the Interested Party.

"Ship" means ships, boats, craft and other special units, as for example offshore structures, floating units and underwater craft.

"Society" or "TASNEEF" means Tasneef and/or all the companies in the Tasneef Group which provide the Services.

"Surveyor" means technical staff acting on behalf of the Society in performing the Services.

Article 1

1.1. The purpose of the Society is, among others, the classification and certification of ships and the certification of their parts and components. In particular, the Society:

- (i) sets forth and develops Rules;
- (ii) publishes the Register of Ships;
- (iii) issues certificates, statements and reports based on its survey activities.

1.2. The Society also takes part in the implementation of national and international rules and standards as delegated by various Governments.

1.3. The Society carries out technical assistance activities on request and provides special services outside the scope of classification, which are regulated by these general conditions, unless expressly excluded in the particular contract.

Article 2

2.1. The Rules developed by the Society reflect the level of its technical knowledge at the time they are published. Therefore, the Society, although committed also through its research and development services to continuous updating of the Rules, does not guarantee the Rules meet state-of-the-art science and technology at the time of publication or that they meet the Society's or others' subsequent technical developments.

2.2. The Interested Party is required to know the Rules on the basis of which the Services are provided. With particular reference to Classification Services, special attention is to be given to the Rules concerning class suspension, withdrawal and reinstatement. In case of doubt or inaccuracy, the Interested Party is to promptly contact the Society for clarification. The Rules for Classification of Ships are published on the Society's website: www.tasneef.ae.

2.3. The Society exercises due care and skill:

- (i) in the selection of its Surveyors
- (ii) in the performance of its Services, taking into account the level of its technical knowledge at the time the Services are performed.

2.4. Surveys conducted by the Society include, but are not limited to, visual inspection and non-destructive testing. Unless otherwise required, surveys are conducted through sampling techniques and do not consist of comprehensive verification or monitoring of the Ship or of the items subject to certification. The surveys and checks made by the Society on board ship do not necessarily require the constant and continuous presence of the Surveyor. The Society may also commission laboratory testing, underwater inspection and other checks carried out by and under the responsibility of qualified service suppliers. Survey practices and procedures are selected by the Society based on its experience and knowledge and according to generally accepted technical standards in the sector.

Article 3

3.1. The class assigned to a Ship, like the reports, statements, certificates or any other document or information issued by the Society, reflects the opinion of the Society concerning compliance, at the time the Service is provided, of the Ship or product subject to certification, with the applicable Rules (given the intended use and within the relevant time frame).

The Society is under no obligation to make statements or provide information about elements or facts which are not part of the specific scope of the Service requested by the Interested Party or on its behalf.

3.2. No report, statement, notation on a plan, review, Certificate of Classification, document or information issued or given as part of the Services provided by the Society shall have any legal effect or implication other than a representation that, on the basis of the checks made by the Society, the Ship, structure, materials, equipment, machinery or any other item covered by such document or information meet the Rules. Any such document is issued solely for the use of the Society, its committees and clients or other duly authorised bodies and for no other purpose. Therefore, the Society cannot be held liable for any act made or document issued by other parties on the basis of the statements or information given by the Society. The validity, application, meaning and interpretation of a Certificate of Classification, or any other document or information issued by the Society in connection with its Services, is governed by the Rules of the Society, which is the sole subject entitled to make such interpretation. Any disagreement on technical matters between the Interested Party and the Surveyor in the carrying out of his functions shall be raised in writing as soon as possible with the Society, which will settle any divergence of opinion or dispute.

3.3. The classification of a Ship, or the issuance of a certificate or other document connected with classification or certificate on and in general with the performance of Services by the Society shall have the validity conferred upon it by the Rules of the Society at the time of the assignment of class or issuance of the certificate; in no case shall it amount to a statement or warranty of seaworthiness,

structural integrity, quality or fitness for a particular purpose or service of any Ship, structure, material, equipment or machinery inspected or tested by the Society.

- 3.4. Any document issued by the Society in relation to its activities reflects the condition of the Ship or the subject of certification or other activity at the time of the check.
- 3.5. The Rules, surveys and activities performed by the Society, reports, certificates and other documents issued by the Society are in no way intended to replace the duties and responsibilities of other parties such as Governments, designers, ship builders, manufacturers, repairers, suppliers, contractors or sub-contractors, Owners, operators, charterers, underwriters, sellers or intended buyers of a Ship or other product or system surveyed.

These documents and activities do not relieve such parties from any fulfilment, warranty, responsibility, duty or obligation (also of a contractual nature) expressed or implied or in any case incumbent on them, nor do they confer on such parties any right, claim or cause of action against the Society. With particular regard to the duties of the ship Owner, the Services undertaken by the Society do not relieve the Owner of his duty to ensure proper maintenance of the Ship and ensure seaworthiness at all times. Likewise, the Rules, surveys performed, reports, certificates and other documents issued by the Society are intended neither to guarantee the buyers of the Ship, its components or any other surveyed or certified item, nor to relieve the seller of the duties arising out of the law or the contract, regarding the quality, commercial value or characteristics of the item which is the subject of transaction.

In no case, therefore, shall the Society assume the obligations incumbent upon the above-mentioned parties, even when it is consulted in connection with matters not covered by its Rules or other documents.

In consideration of the above, the Interested Party undertakes to relieve and hold harmless the Society from any third party claim, as well as from any liability in relation to the latter concerning the Services rendered.

Insofar as they are not expressly provided for in these General Conditions, the duties and responsibilities of the Owner and Interested Parties with respect to the services rendered by the Society are described in the Rules applicable to the specific Service rendered.

Article 4

- 4.1. Any request for the Society's Services shall be submitted in writing and signed by or on behalf of the Interested Party. Such a request will be considered irrevocable as soon as received by the Society and shall entail acceptance by the applicant of all relevant requirements of the Rules, including these General Conditions. Upon acceptance of the written request by the Society, a contract between the Society and the Interested Party is entered into, which is regulated by the present General Conditions.

- 4.2. In consideration of the Services rendered by the Society, the Interested Party and the person requesting the service shall be jointly liable for the payment of the relevant fees, even if the service is not concluded for any cause not pertaining to the Society. In the latter case, the Society shall not be held liable for non-fulfilment or partial fulfilment of the Services requested. In the event of late payment, interest at the legal current rate increased by 1.5% may be demanded.

- 4.3. The contract for the classification of a Ship or for other Services may be terminated and any certificates revoked at the request of one of the parties, subject to at least 30 days' notice to be given in writing. Failure to pay, even in part, the fees due for Services carried out by the Society will entitle the Society to immediately terminate the contract and suspend the Services.

For every termination of the contract, the fees for the activities performed until the time of the termination shall be owed to the Society as well as the expenses incurred in view of activities already programmed; this is without prejudice to the right to compensation due to the Society as a consequence of the termination.

With particular reference to Ship classification and certification, unless decided otherwise by the Society, termination of the contract implies that the assignment of class to a Ship is withheld or, if already assigned, that it is suspended or withdrawn; any statutory certificates issued by the Society will be withdrawn in those cases where provided for by agreements between the Society and the flag State.

Article 5

- 5.1. In providing the Services, as well as other correlated information or advice, the Society, its Surveyors, servants or agents operate with due diligence for the proper execution of the activity. However, considering the nature of the activities performed (see art. 2.4), it is not possible to guarantee absolute accuracy, correctness and completeness of any information or advice supplied. Express and implied warranties are specifically disclaimed.

Therefore, except as provided for in paragraph 5.2 below, and also in the case of activities carried out by delegation of Governments, neither the Society nor any of its Surveyors will be liable for any loss, damage or expense of whatever nature sustained by any person, in tort or in contract, derived from carrying out the Services.

- 5.2. Notwithstanding the provisions in paragraph 5.1 above, should any user of the Society's Services prove that he has suffered a loss or damage due to any negligent act or omission of the Society, its Surveyors, servants or agents, then the Society will pay compensation to such person for his proved loss, up to, but not exceeding, five times the amount of the fees charged for the specific services, information or opinions from which the loss or damage derives or, if no fee has been charged, a maximum of AED5,000 (Arab Emirates Dirhams Five Thousand only). Where the fees charged are related to a number of Services, the amount of the fees will be apportioned for the purpose of the calculation of the maximum compensation, by reference to the estimated time involved in the performance of the Service from which the damage or loss derives. Any liability for indirect or consequential loss, damage or expense is specifically excluded. In any case, irrespective of the amount of the fees charged, the maximum damages payable by the Society will not be more than AED5,000,000 (Arab Emirates Dirhams Five Millions only). Payment of compensation under this paragraph will not entail any admission of responsibility and/or liability by the Society and will be made without prejudice to the disclaimer clause contained in paragraph 5.1 above.

- 5.3. Any claim for loss or damage of whatever nature by virtue of the provisions set forth herein shall be made to the Society in writing, within the shorter of the following periods: (i) THREE (3) MONTHS from the date on which the Services were performed, or (ii) THREE (3) MONTHS from the date on which the damage was discovered. Failure to comply with the above deadline will constitute an absolute bar to the pursuit of such a claim against the Society.

Article 6

- 6.1. These General Conditions shall be governed by and construed in accordance with United Arab Emirates (UAE) law, and any dispute arising from or in connection with the Rules or with the Services of the Society, including any issues concerning responsibility, liability or limitations of liability of the Society, shall be determined in accordance with UAE law. The courts of the Dubai International Financial Centre (DIFC) shall have exclusive jurisdiction in relation to any claim or dispute which may arise out of or in connection with the Rules or with the Services of the Society.

- 6.2. However,

- (i) In cases where neither the claim nor any counterclaim exceeds the sum of AED300,000 (Arab Emirates Dirhams Three Hundred Thousand) the dispute shall be referred to the jurisdiction of the DIFC Small Claims Tribunal; and
- (ii) for disputes concerning non-payment of the fees and/or expenses due to the Society for services, the Society shall have the

right to submit any claim to the jurisdiction of the Courts of the place where the registered or operating office of the Interested Party or of the applicant who requested the Service is located.

In the case of actions taken against the Society by a third party before a public Court, the Society shall also have the right to summon the Interested Party or the subject who requested the Service before that Court, in order to be relieved and held harmless according to art. 3.5 above.

Article 7

- 7.1.** All plans, specifications, documents and information provided by, issued by, or made known to the Society, in connection with the performance of its Services, will be treated as confidential and will not be made available to any other party other than the Owner without authorization of the Interested Party, except as provided for or required by any applicable international, European or domestic legislation, Charter or other IACS resolutions, or order from a competent authority. Information about the status and validity of class and statutory certificates, including transfers, changes, suspensions, withdrawals of class, recommendations/conditions of class, operating conditions or restrictions issued against classed ships and other related information, as may be required, may be published on the website or released by other means, without the prior consent of the Interested Party. Information about the status and validity of other certificates and statements may also be published on the website or released by other means, without the prior consent of the Interested Party.
- 7.2.** Notwithstanding the general duty of confidentiality owed by the Society to its clients in clause 7.1 above, the Society's clients hereby accept that the Society may participate in the IACS Early Warning System which requires each Classification Society to provide other involved Classification Societies with relevant technical information on serious hull structural and engineering systems failures, as defined in the IACS Early Warning System (but not including any drawings relating to the ship which may be the specific property of another party), to enable such useful information to be shared and used to facilitate the proper working of the IACS Early Warning System. The Society will provide its clients with written details of such information sent to the involved Classification Societies.
- 7.3.** In the event of transfer of class, addition of a second class or withdrawal from a double/dual class, the Interested Party undertakes to provide or to permit the Society to provide the other Classification Society with all building plans and drawings, certificates, documents and information relevant to the classed unit, including its history file, as the other Classification Society may require for the purpose of classification in compliance with the applicable legislation and relative IACS Procedure. It is the Owner's duty to ensure that, whenever required, the consent of the builder is obtained with regard to the provision of plans and drawings to the new Society, either by way of appropriate stipulation in the building contract or by other agreement.
- In the event that the ownership of the ship, product or system subject to certification is transferred to a new subject, the latter shall have the right to access all pertinent drawings, specifications, documents or information issued by the Society or which has come to the knowledge of the Society while carrying out its Services, even if related to a period prior to transfer of ownership.

Article 8

- 8.1.** Should any part of these General Conditions be declared invalid, this will not affect the validity of the remaining provisions.

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1 GENERAL

The aim of this Guide is to provide Interested Parties with the criteria followed by Tasneef to carry out a Condition Assessment Program (CAP) in order to assign a rating based on the condition of a yacht, independently of its classification.

This Guide contains the requirements to assess the condition of efficiency and conservation of the hull, structures, equipment, machinery, systems and furnishings of a yacht.

Hull, structures, equipment, machinery, systems and furnishings are compared with their condition at the time of the yacht's delivery, taking into account any possible further major refitting.

The Yacht Condition Assessment Program (Yacht CAP) always includes verification of the yacht documentation.

The Yacht CAP Overall Rating assigned to the yacht and the report issued after the Yacht CAP Survey are entirely based on the results of the inspections at the time of the verification. The Yacht CAP Overall Rating represents an index of the degree of conservation of the yacht due to time and usage.

It is not an economic evaluation system; nevertheless, it could be used as one of the tools to define the actual value of a yacht.

The Yacht CAP is executed by Tasneef, at the request of the Interested Parties (Owner, legal representative or the Ship Management Company representative if authorised by the Owner), with Surveyors specifically qualified for this activity.

The Yacht CAP Survey may cover the entire yacht or may be limited to some parts only, according to the Yacht CAP Survey System described below. It is carried out through inspections, tests, checks and structural assessment.

The Yacht CAP may be carried out with the yacht afloat, in dry condition or including sea trials, depending on the type of survey requested by the Interested Parties.

At the end of a Yacht CAP Survey, Tasneef will issue:

- a Yacht CAP Certificate stating the Overall Result of the survey;
- a Yacht CAP Survey Report stating the Scope of the survey, as chosen by the Interested Parties, the reference to this Guide, the date and place of survey, the condition of the survey, and the results of the survey, including photographs to show the best, worst and average conditions taken into consideration, as well as relevant upgrading work agreed with and carried out by the Interested Party, etc.

The existing yacht certificates and relevant documents will be reported and a copy of them will be attached to the Survey Report.

The Yacht CAP Certificate and Survey Report will be sent exclusively to the Interested Parties.

2 APPLICATION

This Guide applies to yachts, outside the scope of classification, at the request of the Interested Party, of any size and displacement, with the aim of issuing a Yacht CAP Certificate and a Yacht CAP Survey Report.

Works of art and mobile furniture, sails and masts on sailing yachts are not covered by this activity.

3 DEFINITIONS

3.1

3.1.1 Inspection Team

The Inspection Team means the team in charge of carrying out the Yacht CAP Survey. The Team is composed of at least the ITL and a number of Surveyors depending on the amount and types of surveys to be carried out.

3.1.2 ITL - Inspection Team Leader

The Inspection Team Leader means the person responsible for managing the survey activities.

The ITL also has the following responsibilities:

- keeping in contact with the Interested Parties;
- furnishings and recreational equipment;
- coordinating the Surveyors, if any;
- preparing the reports;
- signing the Survey Report and, together with the RAL, signing the Yacht CAP Certificate.

3.1.3 Macro Area

Macro Area means a homogeneous ensemble of yacht parts; there are four different Macro Areas, listed hereinafter:

- Yacht documentation
- Hull and structures
- Machinery and systems
- Furnishings and recreational equipment.

3.1.4 Owner

The Owner is the physical or legal person that owns the yacht.

3.1.5 Owner's representative

The Owner's representative means the person designated by the Owner to represent him during the Yacht CAP Survey activities.

He is the person that communicates with the ITL to plan the survey.

He is to manage the activities on board and also has the right to decide on the installation testing execution and possible sea trials.

3.1.6 RAL - Tasneef Activity Leader

The Tasneef Activity Leader means the Tasneef Surveyor responsible for the activities related to the Yacht CAP.

The RAL's duties are to:

- receive and evaluate the Yacht CAP request for quotation and issue the quotation to the Interested Party;
- designate the Inspection Team Leader for each activity;
- define the necessary Surveyor/s with the ITL;
- plan the survey execution with the ITL;
- review the survey documentation, and approve and sign the Yacht CAP Certificate and Report.

3.1.7 Survey Report

The Survey Report means the report detailing the description of the activities and the relevant results.

3.1.8 Surveyor

The Surveyor means the Tasneef Surveyor involved in the Inspection Team for carrying out the Yacht CAP Survey.

3.1.9 Survey Type

Survey Type means the extension of the Yacht CAP Survey activities. Three types of Yacht CAP Survey are defined:

- Floating Condition
- Floating and Dry Condition (Complete survey)
- Complete and Sea Trials (Full survey).

The characteristics and the extension of these surveys are described below.

3.1.10 Yacht CAP

The Yacht CAP means the Yacht Condition Assessment Program.

3.1.11 Yacht CAP Certificate

The Yacht CAP Certificate means the certificate issued by Tasneef reporting the Yacht CAP Overall Result.

3.1.12 Yacht CAP Judgement (YCJ)

The Yacht CAP Judgement means the judgement related to the Yacht CAP Rating as given in Annex I.

3.1.13 Yacht CAP Overall Result (YCOR)

The Yacht CAP Overall Result means the final result of the assessment assigned to the yacht according to [9].

3.1.14 Yacht CAP Rating (YCR)

The Yacht CAP Rating means the percentage rating resulting from the assessment calculated according to [6].

3.1.15 Yacht CAP Survey

The Yacht CAP Survey means the inspections, tests, checks and structural assessment carried out within the scope of the Yacht CAP.

4 YACHT CAP SURVEY PURPOSE

The following aspects of the yacht areas surveyed are to be taken into account to assess the machinery, systems, structures, etc:

- efficiency: evaluated through functional tests, recording the results and comparing them with the original data;
- conservation: evaluated through examination of integrity and maintenance condition;
- completeness and updating of shipboard documents: evaluated through yacht certificate examination relevant to conformity to national/international legislation and technical requirements.

5 YACHT CAP SURVEY SYSTEM

The Yacht CAP Survey system is subdivided into the following three Survey Types, having different extension, as detailed below.

a) Floating Condition Survey

The scope of work is a survey and assessment which covers the yacht documentation, the entire external hull over the waterline, all the internal structures, the superstructures, the onboard equipment, the furnishings and all the aspects which affect passenger and crew comfort, as well as all the installations, systems and machinery that could be tested in floating condition. This survey does not require a dry dock or sea trials.

b) Floating and Dry Condition Survey (Complete Survey)

In addition to the checks required for the Floating Condition Survey, the external hull condition below the waterline, all the hull appendages and the anti-fouling paint condition are to be assessed. This survey is to be carried out both in dry and floating condition and does not require sea trials.

c) Complete Survey and Sea Trials (Full Survey)

This is the most extensive inspection. In addition to the checks required for the Complete Survey, the safe operation and performance of all the systems and machinery running only during sea trials is to be assessed. During sea trials, the noise and vibration levels at various speeds in passenger cabins and public and crew areas are to be recorded and assessed.

6 YACHT CAP RATING SYSTEM

6.1

6.1.1 All the aspects of the yacht are segmented into the four following Macro Areas:

- Yacht documents
- Structures
- Machinery and systems
- Furnishings and recreational equipment.

Depending on the chosen Survey Type, the survey will cover a part or all of the Macro Area, related to the scope of the work.

It is the Surveyor’s responsibility to assess the single part surveyed according to the criteria defined in the checklists and give it the appropriate score value, which can range from 1 to 5.

6.1.2 The score for each Macro Area (**MACROAREAScore**) is the average of the score values for each part of the relevant Macro Area surveyed.

6.1.3 For each macro area a Macro Area percentage rating (**%MACROAREA**) is to be assigned according to following formula, by combining the score of every Macro Area with the relevant weight (WEIGHT) obtained from Tables 1, 2 and 3:

$$\%MACROAREA = (MACROAREAScore / 5) \times WEIGHT$$

The Yacht CAP RATING (**YCR**) is the sum of each Macro Area percentage rating (**%MACROAREA**), as defined above.

$$YCR = \sum_{i=1,4} (\%MACROAREA)_i$$

where the symbol $\sum_{i=1,4}$ and the index “i” mean that the sum is to be extended to the 4 Macro Areas.

Table 1

Survey Type	Floating Condition Survey
Macro Area	Weight
Yacht documents	7,4%
Structures	18,5%
Machinery and systems	29,6%
Furnishings	44,4%
Total	100%

Table 2

Survey Type	Floating and Dry Condition Survey
Macro Area	Weight
Yacht documents	5,4%
Structures	40,5%
Machinery and systems	21,6%
Furnishings	32,4%
Total	100%

Table 3

Survey Type	Complete Survey and Sea Trials
Macro Area	Weight
Yacht documents	4,0%
Structures	32,0%
Machinery and systems	32,0%
Furnishings	32,0%
Total	100%

6.1.4 The relevant Yacht CAP Judgement (**YCJ**) can be assessed from the tables given in ANNEX 1 as a function of (**YCR**).

7 DOCUMENTATION

7.1

7.1.1 The Interested Party is to submit at least the following documents to Tasneef at the time of the request and in order to plan the Yacht CAP Survey:

General arrangement plan

- midship section
- history of main hull work and repairs.

7.1.2 Additional documentation may be requested at Tasneef discretion according to the Yacht CAP procedure as per [8].

8 YACHT CAP PROCEDURE

8.1 Activity Phases

8.1.1 Request

After the request from the Owner, Tasneef will issue a quotation. Following acceptance of the quotation, Tasneef will send the Owner the Yacht CAP Information Sheet, which is a list of data, information and drawings needed to define the assessment extension and to prepare and plan the survey.

8.1.2 Planning

After receiving the relevant documents as required in the Yacht Information Sheet, Tasneef will prepare a Survey Plan, which includes all the internal checklists relevant to the parts of the yacht to be inspected, the list and types of tests to be carried out and the documents (i.e. engine maintenance reports, thickness measurements reports, UT reports, etc) needed. Recognised or approved service suppliers are to execute all the testing concerned. The Survey Plan will be sent to the Interested Party with the requirements and the safety conditions to carry out the surveys.

8.1.3 Pre-Inspection Meeting

Before starting the survey, a meeting is to be arranged between the Interested Party, the Captain, if any, and the attending Tasneef ITL and/or Surveyor, in order to discuss the conditions under which the inspections and tests will be carried out. Special attention is to be paid to identifying the internal spaces, preparing the tanks for survey and the safety procedure to be applied for the functional tests.

The Interested Parties are responsible for ensuring that the spaces to be inspected are properly cleaned and safely accessible. It is also their responsibility to ensure that machinery and systems are ready to be tested. Provision is to be made to allow Tasneef Surveyors to perform the planned close-up surveys and thickness measurements, and the appropriate safety level is to be ensured and maintained.

8.1.4 Execution

The survey will be carried out by the appointed Surveyor/s according to the Survey Plan prepared by Tasneef and agreed with the Interested Party. The results of the surveys are to be reported in the appropriate checklists and forms. Photographs are to be taken to show the condition of the inspected parts. The photographs are to be part of the survey documentation and included in the final Yacht CAP Survey Report.

8.1.5 Reporting and Results Evaluation

Each Surveyor is responsible for filling in the appropriate checklists relevant to the part surveyed giving the appropriate score to each item, and preparing the Survey Report with the survey findings, including photographs to show the best, worst and average conditions taken into consideration.

The ITL is responsible for preparing the complete Survey Report and defining the Yacht CAP Overall Result.

The RAL will verify all the documents and confirm/reject the proposed Overall Result.

8.1.6 Certificate and Report issue

The Yacht CAP Certificate to be issued is to be signed by the RAL and ITL.

The Yacht CAP Survey Report will be prepared and signed by the ITL. If the ITL is also one of the Surveyors, the RAL will countersign the Survey Report.

The Yacht CAP Certificate and Survey Report will be supplied exclusively to the Interested Parties. All the internal checklists and forms will be filed by Tasneef for five years from the date of issue of the Certificate.

8.2 Execution Procedure

8.2.1 General

The survey is mainly carried out through visual inspection, but ND testing, calculation, analysis or dismantling of components could be requested if deemed necessary by the Surveyor.

Each part of the yacht, according to the chosen Survey Type, will be surveyed, its efficiency and conservation will be assessed and the Surveyor will assign the relevant score.

The score for each Macro Area is then calculated as the average of the scores for the different parts surveyed.

8.2.2 Yacht documents

The survey of this Macro Area will assess the availability, updating and conservation of:

- Yacht documents, Certificates of Classification, others certificates and their validity;
- The Yacht Management System if any;
- Documents, diagrams and manuals relevant to the onboard machinery, systems and equipment;
- Record of work and maintenance.

8.2.3 Hull and Structures

Hull plating and structures are inspected: damage, corrosion, coating condition, paint condition, structural integrity, cracks, osmosis, etc found are to be reported.

Non-destructive testing is normally required to evaluate thickness reduction or laminate integrity.

8.2.4 Machinery and systems

A general examination of the machinery and systems will be carried out paying attention to their overall condition.

Each system will be inspected having regard to the general condition, leakages, supporting devices, instrumentation, emergency arrangements, etc.

Functional tests will be carried out and main functional data will be recorded and compared with the original data in order to give a score.

8.2.5 Furnishings and recreational equipment

A general examination of passengers and crew areas will be carried out paying attention to their overall condition, cleaning, proper use and care, and wear and tear condition.

The condition of the furniture and associated parts and the efficiency of the equipment will be assessed.

Noise and climate conditions will be assessed depending on the Survey Type.

The efficiency and conservation condition of recreational equipment like motor boats, personal watercraft and their lifting equipment, etc will be assessed.

9 YACHT CAP OVERALL RESULT

The Yacht CAP Overall Result based on the YCR, YCJ (see [6]) and Type of Survey is to be written in the following form:

[Rating] [Judgement] - [Type of Survey]

An example of the Overall Result is:

80 % VERY GOOD CONDITION - Floating & Dry Condition Survey

The Overall Result is reported on the Certificate.

10 FINAL YACHT CAP REPORTS

The following two documents will be issued as a result of the survey:

a) Yacht CAP Certificate:

The Yacht CAP Certificate contains the Yacht identification data, the description of the scope of the work, the reference to this Guide and the Yacht CAP Overall Result.

The Yacht CAP Certificate is reserved solely for the Interested Parties. Tasneef will provide no details about the execution and/or the results of the survey to any other parties.

The Interested Party has sole responsibility for the use of the Certificate.

b) Survey Report

The Survey Report will include the following:

- 1) introduction
- 2) executive summary
- 3) yacht description and main data
- 4) a detailed description for each Macro Area of the surveys carried out, the results of functional tests, the photographs and reference to additional analysis, non-destructive tests, maintenance reports and any additional reports used to assess the yacht parts
- 5) conclusions
- 6) references
- 7) Annexes.

ANNEX 1 – Yacht CAP Rating System

ANNEX 1 – YACHT CAP RATING SYSTEM

The Yacht CAP Rating and Judgement are based on the structure described in Tab 1, as far as applicable, depending on the chosen Survey Type.

Table 1 (Sheet 1 to 4)

Yacht CAP Rating		Yacht CAP Judgement	Description
from	up to		
90%	100%	OPTIMUM CONDITION	<p>Yacht documentation</p> <p>Yacht documentation is complete and updated. A Certificate of Classification is present. A Management System is present on board and correctly applied.</p> <p>Hull and structures</p> <p>Structures and structural joints examined and measured, and found “as new” without any sign of corrosion or defects.</p> <p>Bilges are clean and in perfect order.</p> <p>Tanks and void spaces internally surveyed and found in optimum condition.</p> <p>Machinery and systems</p> <p>Items and systems examined and function tested, found with no deficiencies affecting safe operation and/or performance. Machinery and system performance results are without any reduction compared to theoretical data.</p> <p>Technical documentation and maintenance practices are correctly organised, managed and updated.</p> <p>No maintenance or repair required.</p> <p>Furnishings and Recreational Equipment</p> <p>All the furnishings and recreational equipment and related systems are in optimum condition.</p>

ANNEX 1 – Yacht CAP Rating System

Table 1 (Sheet 2 to 4)

Yacht CAP Rating		Yacht CAP Judgement	Description
from	up to		
80%	89%	VERY GOOD CONDITION	<p>Yacht documentation</p> <p>Yacht documentation is complete and updated. A Certificate of Classification is present. A Management System is present on board and applied.</p> <p>Hull and structures</p> <p>Structures and structural joints examined and measured, and found in order without any sign of corrosion or defects.</p> <p>Bilges are clean and in very good condition.</p> <p>Tanks and void spaces internally surveyed and found in very good condition.</p> <p>No maintenance or repair required.</p> <p>Machinery and systems</p> <p>Items and systems examined and function tested, found with no deficiencies affecting safe operation and/or performance. Machinery and system performance results are very good compared to theoretical data.</p> <p>Technical documentation and maintenance practices are well organised, managed and updated.</p> <p>No maintenance or repair required.</p> <p>Furnishings and Recreational Equipment</p> <p>All the furnishings and recreational equipment and related systems are in very good condition.</p>

ANNEX 1 – Yacht CAP Rating System

Table 1 (Sheet 3 to 4)

Yacht CAP Rating		Yacht CAP Judgement	Description
from	up to		
70%	79%	GOOD CONDITION	<p>Yacht documentation</p> <p>Yacht documentation is complete and updated. A Certificate of Classification is present but overdue. A Management System is present on board but not correctly updated.</p> <p>Hull and structures</p> <p>Structures and structural joints examined and measured, and found to have deficiencies of a minor nature not requiring correction or repairs and/or found to have thickness in order.</p> <p>Bilge, tanks and void spaces with coating condition with only minor spot rusting or gel coat defects. No osmosis phenomena found.</p> <p>No maintenance or repair required.</p> <p>Machinery and systems</p> <p>Items and systems examined and function tested, found with some minor deficiencies which do not affect safe operation and/or normal performance.</p> <p>Documentation and maintenance practices considered adequate. No immediate maintenance or repair considered necessary.</p> <p>Furnishings and Recreational Equipment</p> <p>All the furnishings and related systems are in good condition.</p>
60%	69%	SATISFACTORY CONDITION	<p>Yacht documentation</p> <p>Yacht documentation is incomplete. A Certificate of Classification is present but overdue. A Management System is present on board but not applied.</p> <p>Hull and structures</p> <p>Structures and structural joints examined and measured, and found to have deficiencies which do not require immediate corrective actions, or found to have thickness with areas of substantial corrosion but without affecting the yacht’s floatability or seaworthiness.</p> <p>Minor osmosis phenomena found. A short-term repair action will be suggested in the Yacht CAP Survey Report.</p> <p>Machinery and systems</p> <p>Items and systems examined and function tested, found with deficiencies not affecting safe operation and/or performance. Documentation and maintenance practices considered of a minimum standard. Some maintenance and repair may be considered necessary.</p> <p>Furnishings and Recreational Equipment</p> <p>All the furnishings of passenger areas are in satisfactory condition. The associated systems reveal some deficiencies not affecting the safe operation.</p>

ANNEX 1 – Yacht CAP Rating System

Table 1 (Sheet 4 to 4)

Yacht CAP Rating		Yacht CAP Judgement	Description
from	up to		
0%	59%	POOR CONDITION	<p>Yacht documentation</p> <p>Yacht documentation is incomplete. A Certificate of Classification is not present on board. No Management System is present on board.</p> <p>Hull and structures</p> <p>Items examined and measured found to have deficiencies which may affect the floatability of the yacht. Coating condition with general breakdown of coating over 20% or more of areas.</p> <p>Large osmosis phenomena found deeply affecting hull plates and/or structural joints. An immediate repair action will be suggested in the Yacht CAP Survey Report.</p> <p>Machinery and systems</p> <p>Items and systems examined and function tested, found with deficiencies significantly affecting operation and/or performance. Documentation and maintenance practices considered inadequate. Maintenance and repair required to restore serviceability.</p> <p>Furnishings and Recreational Equipment</p> <p>The furnishings of passenger and crew areas are in such poor condition as to affect personal safety. The associated systems reveal deficiencies affecting the safe operation.</p>