

Terms and Conditions

Murray & Associates (Qld) Pty Ltd ABN 81 075 543 154 is the trading name for Murray & Associates Surveyors & Town Planners (We/Us). The use of headings is for convenience only and do not affect the interpretation of the documents.

Payment Terms

Payments can be made by cash, cheque, bank cheque or direct deposit. Payments made using Visa or Mastercard will incur a processing fee of 1% of the payment.

Payment is to be made within the terms on the Invoice. Strictly 7 or 14 Days from Invoice date. Longer terms are available on application.

Copyright

All plans, reports and correspondence are copyright. Reproduction in part or in full without the written permission of Murray & Associates (Qld) Pty Ltd is prohibited. Consent to reproduce is deemed to have been granted to the original client as evidenced by the job instruction only and for the specified purpose of the engagement only and once payment has been received. Title to the goods and services provided does not pass to the client until payment in full has been received.

Variations

The contracted works may be added to or otherwise varied by agreement between the parties.

Termination of work

Either party may terminate this agreement by serving of notice in writing by either post or email. Verbal termination will not be acceptable. No reason is necessary to be given for the termination.

It is agreed that upon termination all work will cease on the project and fees for work done up to and including the date of termination shall be calculated in accordance with the company's hourly rates. The calculated fee and any fees for disbursements incurred to the date of termination are payable and due to Murray & Associates (Qld) Pty Ltd.

We reserve the right to terminate or suspend works for the non-payment of fees, or for safety issues regarding the site at our absolute discretion and shall not be liable for any loss howsoever incurred in any manner as a result of termination or suspension.

Limitations

The client indemnifies Murray & Associates (Qld) Pty Ltd against any loss as a result of incorrect usage of the plans or advice provided, or using the plans or advice for a purpose for which they were not intended. Murray & Associates (Qld) Pty Ltd are indemnified against any loss howsoever arising to any person or corporation not being the party instructing the survey or advice to be undertaken, their immediate consultants or council.

We shall not be liable for any loss howsoever arising as a result of delays in the registration of plans or granting of consent, which are beyond the reasonable control of the surveyor or town planner. Sources of delay include but are not limited to council approval, Department of Natural Resources and Mines, Authorities consents, Mortgagee consents and Registered Lessees consents or private certifiers sign off, Local Authority Development Approval/Consent, Mortgagee Consent/s, Registered Owner/s and/or Registered Lessee/s Consent/s, Private and/or Professional Certification/s, Qld Departmental Registration/s and/or Consent/s.

Murray & Associates (QLD) Pty Ltd

Form PP017
Revision January 2018

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In some cases where depth of the service is critical, the services must be exposed by accredited persons in each instance, and thence located by us. Murray & Associates is not accredited to open any service man hole nor expose any service line and cannot offer these services.

Default – Non-Payment

Should it be necessary to collect payment after a default, it is agreed that the costs of the collection including but not limited to court costs, all legal fees, debt collection fees and charges shall be payable by and recoverable from the client.

Jurisdiction – Legal Action

The customer agrees that all agreements made with Murray & Associates (Qld) Pty Ltd shall be deemed to be made in the State of Queensland and agrees to submit to the jurisdiction of the appropriate court.

Timing - Delays

Additional time to that stated in the proposal will be required in the event of adverse weather, safety issues, the site not being in a form suitable to undertake the survey and inadequate access to the site.

Work Instructions – who is responsible for the account

Instructions must be confirmed in writing, email is acceptable. (Verbal confirmation is acceptable under certain circumstances).

If instructions are received from a corporate entity or on behalf of another entity, natural or corporate an Account Application should be completed. If for any reason that entity does not or cannot meet its obligation to pay costs, disbursements, then the person from whom the instruction emanates agrees to be responsible for meeting the whole of the debt, and the debt is recoverable from that person as though they were the entity with whom this agreement was made.

Confidentiality

Upon payment of the agreed fee the file shall become confidential and not disclosed to any 3rd party except as provided by law, without the written consent of the client.

If the clients have defaulted or their whereabouts cannot be ascertained, then Murray & Associates (Qld) Pty Ltd shall decide if a file's content is to be disclosed to any 3rd party. We reserve the right to use the information contained within any file and said file remains our property.

Severability

Any part of anything herein shall be severable without affecting any other part thereof.