



Standard Terms & Conditions

1. Definitions

"Client" is the individual/s or company at whose request or on whose behalf the Surveyor/Consultant undertakes marine surveying / consultancy services.

"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 expenses including travel and hotel accommodation where an overnight stay is necessary.

"Facility" means the port, marina or similar location which is where the vessel / object is located

"Fees" means the fees charged by the Surveyor/Consultant to the Client including any taxes where applicable and any Disbursements.

"Report" means any report or statement supplied by the Surveyor/Consultant in connection with instructions received from the Client.

"Surveyor"/"Consultant" is the company Mickdi Pty Ltd trading as Maritime Projects providing marine surveying and consultancy services under these conditions.

"Vessel" means the object of the survey, which is to be reported on.

2. Scope

The Surveyor/Consultant shall provide its services solely in accordance with these terms and conditions.

3. Services

The Client will set out in writing the services, which it requires the Surveyor/Consultant to provide. The Surveyor/Consultant will confirm in writing or verbally that it accepts those instructions, or alternatively what services it will perform in connection with the Client's instructions. Once the Surveyor/Consultant and the Client have agreed what services are to be performed any subsequent changes or additions must be agreed by both parties in writing. For the avoidance of doubt, if the clients instructions are not provided in writing and the surveyor nevertheless confirms acceptance of these instructions, the services will be provided in accordance with these terms & conditions, save the written instructions from the client

4. Payment Terms

The Client shall pay the Surveyor/Consultant's invoice/s punctually in accordance with these conditions and prior to the release of any reports or other work produced by the Surveyor/Consultant's, to the client. Any delay in payment beyond 30 days from date of invoice shall entitle the Surveyor/Consultant to accrue interest on the unpaid invoice at annual rate of 8% above the base-lending rate of the Bank of Queensland, published at the time of the default.

Bank Details	Bank of Queensland Brisbane Qld Australia BSB 124-001 Account name Mickdi Pty Ltd Account No 20155926 Swift code QBANAU4B
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Alternatively, payment of invoices can be made by credit card, which will incur credit card fees as charged by PayPal's credit card processing application.

Any cost incurred by the Surveyor/Consultant in the recovery of unpaid invoices will be charged to the client.

5. Obligations and Responsibilities

- a) Client Instructions and access: The Client undertakes to ensure that full instructions are given to the Surveyor/Consultant in writing 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 Surveyor/Consultant shall not be liable for any loss or damage, resulting from late, incomplete arrangements, inadequate preparations, inaccurate information or ambiguous instructions.
- b) Surveyor: The Surveyor/Consultant shall use reasonable care and skill in the performance of the services in accordance with sound marine surveying/consulting practices.
- c) Reporting: The Surveyor/Consultant shall submit a final written Report to the Client following completion of the agreed Services. The report will describe 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 Surveyor/Consultant 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, exception is where required to do so by an order of a competent court of law. If information is provided by the Client in confidence the Client undertakes to make it clear in writing what information is provided in confidence.
- e) Property: The rights of ownership in respect of all original work created by the Surveyor/Consultant remains the property of the Surveyor/Consultant.
- f) Conflict of Interest/Qualification: The Surveyor/Consultant 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 Surveyor/Consultant 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 it is proved to have resulted solely from the negligence of the Surveyor/Consultant or any of its employees or agents or sub-contractors.
- b) Where the Australian Consumer Law consumer guarantees do not apply and in the event that the Client proves that the loss, damage, delay or expense was caused by the negligence of the Surveyor/Consultant aforesaid, then, save for 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 Surveyor's/Consultant'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 ten times the Surveyor's/Consultant's charges or A\$100,000, whichever is the lesser.
- c) Notwithstanding anything set out in these conditions, they are subject to the Australian Consumer Law as set out in Schedule 2 of the Competition and Consumer Act 2010 if and to the extent consumer guarantees apply to this Contract and prevent the exclusion, restriction or modification of any such consumer guarantee. The liability of the Surveyor/Consultant, if any, for breach of any consumer guarantee which applies (other than where the Services are of a kind ordinarily acquired for personal, domestic or household consumption) shall be limited at the option of the Surveyor/Consultant to the supply of the Services again or the payment of having the Services supplied again at the same commercial and published rates of the Surveyor / Consultant.
- d) The Surveyor/Consultant shall not be liable for any loss, damage, or injuries, to third parties, access ways, facilities, the vessel or its fitted equipment and or any other items placed at the disposal of the surveyor / consultant by, or on behalf of the Client, however such loss, damage or injury occurs.

- e) Where an opinion of market valuation is stated, this valuation will only be valid based on the agreed value and condition of the vessel / object on the date of the survey. The surveyor / consultant will not be responsible for any losses realised or otherwise, arising from a change in the market value due to any reason whatsoever, including vessel condition and usage, the geographical location of the vessel, or fluctuations in market conditions.
- f) The Surveyor/Consultant shall not be liable to the client or any third party for any losses in income or increase in costs if a regulatory authority such as the Australian Maritime Safety Authority (AMSA), Maritime New Zealand (MNZ), other flag state maritime authorities or any of the classification societies, that does not perform timely, alters or changes any statutory or administrative requirement at any time during, or after, the engagement of the surveyor/consultant.

7. Indemnity

Except to the extent and solely for the amount therein set out that the Surveyor/Consultant would be liable under Clause 6, the Client hereby undertakes to keep the Surveyor/Consultant 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 Surveyor/Consultant may suffer or incur (either directly or indirectly) in the course of the services under these Terms & Conditions.

8. Force Majeure

Neither the Surveyor/Consultant 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 Surveyor/Consultant shall effect and maintain, at no cost to the Client, Professional Liability Insurance and Public liability insurance for such loss and damage for which the Surveyor/Consultant may be held liable to the Client under these terms and conditions. In the event that a facility which the client has a vessel located and which requires additional coverage over & above what is maintained by the surveyor / consultant, the additional premiums for such insurance/s may be passed on to the client.

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

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

11. Time Bar

The Surveyor /Consultant shall be discharged of all liability in respect of any claim for loss, damage, delay or expense suffered by the Client after 12 months from the date on which the Surveyor/Consultant submits a final report to the client or, if no report is issued, the date on which the report would have been issued.

12. Travel

Where it is expected that the surveyor attending will commence work as soon after arrival to a location. Travel time on one or more flights that is in excess of 6 hours total time. The flight/s will be based on premium economy fares as a minimum class or where premium economy is not available, business class fares.

13. Jurisdiction and Law

These standard terms and conditions shall be governed by and construed in accordance with the laws of Queensland, Australia and any dispute, action or proceedings will be subject to the exclusive jurisdiction of the Queensland Courts.

14. Publishing of Terms and conditions

These standard terms and conditions are subject to change without notice.

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