

TERMS & CONDITIONS OF SERVICE

a) GENERAL

- i) Unless expressly agreed in writing the following terms and conditions apply to any supply of consultancy, surveying or project management services or any quotation provided by the Company. References to “the Company” in these conditions shall be deemed to be a reference to Marine Focus New Zealand Ltd or its successors or assigns. References to the Customer shall be a reference to the party purchasing the services from the Company, or the party requesting any quotation. In this case the Customer is

b) SCOPE

- i) The scope of each project will be defined by the Customer as clearly as possible at the time of appointment.

c) PRICES

- i) Damage & Condition Survey type work will be charged at a rate of \$ (Rate to be confirmed).
ii) Superintendent & Project Management type work will be charged at a rate of \$ (Rate to be confirmed).
iii) Cargo surveys will be charged out at \$(Rate to be confirmed).
iv) Valuation and small boat inspection work will be charged out at \$(Rate to be confirmed).
v) Travel time will be charged at \$65/hr.
vi) Vehicle travel will be charged at 78c per km or at \$150 per day plus actual fuel costs depending on what is less
vii) Additional expenses and travel costs will be charged at Cost +5%
viii) Unless otherwise stated all prices quoted are in New Zealand Dollars and exclusive of GST.

d) PAYMENT

- i) Payment for the services supplied is due on the 20th day of the month following the date of the invoice (“the Due Date”). If full payment is not made by the Due Date then without prejudice to any other remedies available to the Company:
- (1) The future provision of services may be withheld;
 - (2) Interest on monies overdue may be charged on a daily basis and be calculated by adding 5% per annum to the overdraft rate payable by the Company to its bankers at the time of and during such default and interest shall continue to accrue both before and after judgement.
 - (3) Where the Company has provided a quotation the quotation is based on the current cost of labour, materials, rates of exchange, insurance and freight, duty and landing charges and on the latest quotation from suppliers of any component parts. Any increase in these prices subsequent to the date of the quotation are to the customer’s account. Unless otherwise stated all prices quoted are exclusive of GST.

e) ACCEPTANCE OF QUOTATION

- i) Where the company has provided a quote the quote must be accepted within 30 days from the date of the quote unless otherwise agreed by the Company. The Company reserves the right at all times to refuse to accept an order.

f) DELIVERY & DELAYS

- i) Any delivery period quoted shall not commence until the Customer has notified the Company of its of their acceptance of any quotation and the Customer has provided all necessary work lists, reports, drawings, project plans or other documentation required for the work to be contracted to the Company.
- ii) Risk in respect of the goods shall pass to the Customer after they leave the Company’s premises and insurance for loss or damage in transit is the Customer’s responsibility.



g) WARRANTIES

- i) The Company covenants that services provided are undertaken in the absolute good faith and in line with the IIMS Code of Practice.
- ii) Where no written warranty is given the Company shall not be liable:
 - (1) For loss caused by factors beyond the Company’s control.
 - (2) For failure to deliver the services by any specified date.
 - (3) For any indirect or consequential loss of any kind.
 - (4) For any loss accredited to unsuccessful assessments of damage, condition or performance given in good faith and professionally derived..
- iii) “Notwithstanding anything in these Terms of Trade, the Company (& it’s agents) will never be liable in connection with any services provided or advice given (or not provided or given, as the case may be), or the exercise of the Company’s rights under these terms for any:
 - (1) Loss of income, profits, or goodwill or for any indirect or consequential loss or special or exemplary damages;
 - (2) Amount exceeding 3 times the contract value of the services provided herein;
 - (3) Amount not claimed within 9 months of the purported liability arising.”
- iv) Where no written warranty is provided the Company shall not be liable for any loss arising in relation to the provision of any services by the Company, and all warranties are excluded to the full extent permitted by the law.
- v) Nevertheless, despite of all said herein, the Company shall guarantee that the Customer’s tasks will be completed subject to the MFL Code of Conduct.

h) VARIATION OF WORK

- i) It is impossible to clearly predict the time required to conduct surveys or undertaking projects on vessels and machinery. Therefore, any extra time required to complete the work in a timely but professional manner shall be to the Customer’s account at the normal charge out rates in force by the Company at the time of performance of the work. The Company will endeavour to advise the Customer of additional time required at the earliest opportunity but this may not always be prior to the additional work being undertaken.

i) SUSPENSION OR CANCELLATION

- i) Where the Customer has made default or is in breach of its obligations to the Company or has committed any acts of bankruptcy the Company shall be entitled to suspend all work until any default has been rectified or to cancel any existing order. These rights shall not limit any other rights the Company may have against the Customer.

j) PRIVACY ACT

- i) The company retains the right to seek credit information about the Customer from any source the Company considers appropriate from time to time, as and when the Company considers necessary, and the Customer consents to the disclosure of credit information about the Customer to the Company from any source and the Customer consents to the Company disclosing information held about the Customer to any credit collection agency in relation to the recovery of any monies owed by the Customer and the Company, under these terms and conditions.

k) CONSUMER GUARANTEES ACT

- i) These terms and conditions have been prepared on the basis that the supply of services under these terms and conditions are outside the ambit of the Consumer Guarantees Act 1993 (“the CG Act”). In the event the CG Act is determined by the courts of New Zealand apply to any particular supply of goods or services then:
 - (1) With respect to that supply of such goods or services to non domestic users, the CG Act shall not apply pursuant to Section 43 of the CG Act.
 - (2) With respect to the supply of such goods or services to non domestic users, the CG Act shall apply and shall expressly override any of the terms and conditions inconsistent with it.

l) GOVERNING LAW

- i) This agreement shall be governed solely in accordance with the laws of New Zealand.

m) ACCEPTANCE

- i) These terms and conditions have been accepted:

Signed on behalf of the Customer _____ Date_____

Name_____

Position in Company_____

Signed on behalf of Marine Focus NZ Ltd _____ Date_____

Name_____

Position in Company_____



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