

TERMS & CONDITIONS

The following terms & conditions apply to all services provided by MIS Ship Design ("MISSD") unless alternative terms and conditions have been agreed in writing by MISSD.

1. In these terms and conditions: (i) "Services" means the services to be provided by MISSD to the client; and (ii) "Client" means the party at whose request the designer/consultant undertakes services; (iii) "Contract" means the contract for supply of the services, comprising a request form, quotation, schedule of fees, & any other terms & condition MISSD agrees in writing.
2. The client will set out in writing the services that they require the designer / consultant to provide in addition to signing of the request form supplied by MISSD before the services will commence. Any subsequent changes or additions from the agreed services must be done in writing.
3. The client will pay all invoices issued by MISSD within 14 days of the invoice date. Any amount remaining unpaid beyond 30 days will bear interest at an annual rate of 3% above the Base Lending Rate of the Commonwealth Bank of Australia, or a late payment fee of \$10 minimum (whichever is greater) and MISSD may withhold any or all its services until the arrears, including interest, are paid.
4. The client will be responsible for any extra costs incurred because of (i) delays, cancellations, postponements, or suspensions resulting from the Client's instructions, lack of instructions, or mistakes for which MISSD is not responsible, or (ii) any requirements, alteration, amendment, or change to specifications or the scope of the services.
5. Unless otherwise provided, MISSD fees for the services exclude all cost of re-inspection, abortive visits, or appraisal of drawing revisions. This cost will be added to the contract price.
6. MISSD will keep confidential and not use or disclose to any third party any technical information or operating data derived from the client in connection with the services. This obligation will survive termination of the contract. This obligation will not apply to any technical information or operating data that was in MISSD possession before its disclosure to MISSD.
7. The contract continues in force until terminated by MISSD or the client, after giving the other party 30 days written notice. If the contract is terminated before the services are completed, MISSD fees will be calculated on a pro rata basis up to the date of termination & any amounts then due to MISSD will immediately become payable.
8. MISSD services do not assess compliance with any standard other than the applicable rules specified under National Standard for Commercial Vessels (NSCV) except on foreign ships.
9. In providing services, information or advice, neither MISSD nor any of its officer, or employees warrants the accuracy of any information or advice supplied. If the client uses MISSD services or relies on any information or advice given by or behalf of MISSD and suffer loss, damage or expense which is proved to have been due to any negligent act, wilful default of MISSD, its officer, or employees, then MISSD will pay compensation to the client for his proved loss up to but not exceeding the amount of fee (if any) charged by MISSD for that particular service, information or advice.
10. MISSD, its officer, or employees shall be under no liability or responsibility in negligence or otherwise howsoever to any person who is not a party to the agreement with MISSD pursuant to which any certificate, statement, data or report is issued.
11. MISSD omission or failure to carry out any stipulation, condition, or obligation to be performed under the contract will not give rise to any claim against MISSD or be deemed to be a breach of contract if the failure or omission arises from causes beyond MISSD reasonable control.
12. MISSD shall effect and maintain, at no cost to the client, Professional Indemnity Insurance for such loss & damage for which MISSD may be held liable to the client under these terms and conditions.
13. MISSD shall have the right to sub-contract any of the services provided under the condition and subject to the client's right to object on reasonable grounds. In the event of such sub-contractor, MISSD shall remain fully liable for the due performance of its obligation under this condition.
14. Any dispute about the services or the contract is subject to the exclusive jurisdiction of Queensland Courts in Australia.
15. MISSD has the power to withhold or, if already granted, to suspend or withdraw any certificate or report in any other case, in the event of non-payment of any fees.