



**MACHINERY  
MOVING  
SPECIALISTS**

## **Terms and Conditions of Trade**

### **(1) Definitions**

- 1.1 MMSPECS Ltd means Machinery Moving Specialists Ltd and/or any of its agents or employees.
- 1.2 "Customer" shall mean any person or company and/or any person acting on behalf of the customer purchasing plant or services from MMSPECS Ltd.
- 1.3 Plant and services shall mean all plant, equipment and services provided to the customer including without limitations the hireage of Trucks, forklifts, cranes and associated advice relating to the uplifting, movement and re- installation of all types of machinery.

### **(2) Acceptance**

- 2.1 Any instructions received by MMSPECS Ltd from the customer for the supply of plant and services shall when either:
- (a) MMSPECS Ltd has confirmed in writing the price for the works and acceptance of the instructions or
  - (b) MMSPECS Ltd has commenced to carry out the customer's instructions constitute a binding contract between MMSPECS Ltd and the customer and acceptance of these terms and conditions of trade.

### **(3) Credit Approval**

- 3.1 The customer authorises MMSPECS Ltd to collect and use any information about the customer for the purpose of assessing the credit worthiness and enforcing its right under its contract.

### **(4) Price**

- 4.1 Where no price is stated in writing or agreed too orally by MMSPECS Ltd the equipment and services provided shall be a MMSPECS Ltd current rate schedule.  
(Attached to these terms and conditions of trade and applicable from the date shown thereon).
- 4.2 MMSPECS Ltd may require the payment of a deposit upon start of hire of plant and services, the amount of which will be determined by MMSPECS Ltd as its sole discretion.

### **(5) Payment**

- 5.1 Unless otherwise agreed full payment and services must be made by the 20<sup>th</sup> of the following month.
- 5.2 Interest on overdue amounts will be charged at a rate of 5% per annum per month or part month.
- 5.3 Any expenses, disbursements and collection costs incurred by MMSPECS Ltd in the enforcement of any rights contained in these terms and conditions of trade shall be paid by the customer, including all lawyers' fees and/or costs of credit collection agencies.
- 5.4 Receipt of payment, bill of exchange, or any instalment shall not constitute payment until such a negotiable instalment is paid in full into the account of MMSPECS Ltd.

### **(6) Quotation**

- 6.1 Where a written quotation is given by MMSPECS Ltd for any plant and services the quotation will be valid for 30 days.
- 6.2 Any quoted prices may be subject to certain requirements provided by MMSPECS Ltd to the customer, which are to be read in addition to these terms' conditions of trade. Only written quotations for the provision of plant and services are binding on MMSPECS Ltd.

### **(7) Disputes**

- 7.1 No claim relating to plant, and services will be considered unless made within 7 days of delivery.

### **(8) Liability**

8.1 The Consumer Guarantees Act 1993. The Commerce Act 1986 The Fair-Trading Act 1986 and other statutes may imply warranties and conditions or impose obligations upon MMSPECS Ltd which cannot by law be excluded or modified. In respect of any such warranties, conditions or terms imposed on MMSPECS Ltd. MMSPECS Ltd liability shall, where it is allowed be excluded or if not able to be excluded only apply to the minimum extent required by the relevant statute.

8.2 Except as otherwise provided by Clause 8.1 MMSPECS Ltd shall not be liable for

(a) Any loss or damage of any kind whatsoever including consequential loss whether such loss or damage arises directly or indirectly from equipment and services provided by MMSPECS Ltd.

8.3 The customer shall indemnify MMSPECS Ltd against all claims and/or loss of any kind whatsoever caused or arising (brought by any person in connection with) any act or omission or error by MMSPECS Ltd, its agents or employees in connection with the plant and services.

8.4 The guarantees contained in the Consumer Guarantees Act 1993 are excluded where the customer acquires equipment and services for the purpose of the business in terms of Section 2 and 43 of the Act.

#### **(9) Site Conditions, Access and damage to services or property**

9.1 The customer will ensure that the ground at the site is adequate to support all plant and machinery needed to undertake the services provided by MMSPECS Ltd.

9.2 The customer is responsible for all loss or damage whatsoever caused whilst any item of plant is entering, leaving or whilst working on the site.

9.3 The customer shall be solely responsible for all damage which maybe caused to underground and overhead services (footpaths, driveways, grounds) lawns, fences, structures, vehicles or any property whatsoever caused by Machinery Specialists during the period of hire.

#### **(10) Damage to goods**

10.1 MMSPECS Ltd accepts no responsibility for loss or damage to goods being handled by it however caused during the period of hire except for the loss or damage occurring from the wilful default of MMSPECS Ltd.

#### **(11) Period of Hire**

11.1 The period of hire shall be calculated on a depot-to- depot basis.

#### **(12) Personal Guarantee of The Company Directors or Trustees**

12.1 If the customer is a company or trust, the director (s) or trustee (s) signing the contract, in consideration for MMSPECS Ltd agreeing to supply plant and services and grant credit to the customer , also sign this contract in their personal capacity and jointly and severally personally undertake to MMSPECS Ltd the payment of any and all monies now or hereafter owed by the customer or MMSPECS Ltd . Any personal guarantee made by any party shall not exclude the customer in any way whatsoever from the liabilities and obligations contained in this contract. The guarantors and customer shall be jointly and severally liable under this contract.

#### **(13) Miscellaneous**

13.1 MMSPECS Ltd shall not be liable for delay or failure to perform its obligation of the cause of the delay or failure is beyond its control.

13.2 Failure by MMSPECS Ltd to enforce any of its terms and conditions contained in this contract shall not be deemed to be a waiver of the rights or obligations MMSPECS Ltd has under this contract.

13.3 These are the final terms and conditions.

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