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## FULL TERMS & CONDITIONS

These Terms and Conditions ("Terms") govern the use of the website, products, and services provided by Murray & Associates (Qld) Pty Ltd ABN 81 075 543 154, trading as Murray & Associates Surveyors & Town Planners ("we," "us," or "our"). References to "you" or "your" refer to any individual, entity, or organisation that accesses or uses our services. By accessing or using our services, you acknowledge that you have read, understood, and agree to be bound by these Terms. If you do not accept these Terms, you must refrain from using our services.

Headings in this document are for convenience only and do not affect its interpretation. We reserve the right to amend, update, or modify these Terms at any time without prior notice. It is your responsibility to review this document periodically. Continued use of our services constitutes acceptance of any modifications.

### **Pricing and Payments**

Prices for our services are listed in Australian dollars, and GST will be added to the total payable amount, unless expressly stated otherwise. Payment for our services must be made in full within the terms of the invoice, strictly 7 or 14 days from invoice date. We accept payment via cash, cheque, bank cheque or direct deposit. Payments made using Visa or Mastercard will incur a processing fee of 1.5% of the payment. By providing payment details, you represent and warrant that you are authorised to use the selected payment method.

### **Late Payments, Defaults and Disputes**

If payment is not received by the due date, we reserve the right to withhold plans, reports, and your access to our services until full payment is received. Should it be necessary to collect payment after a default, you agree any costs, expenses, or fees (including legal fees and debt collection fees) incurred in recovering overdue payments shall be payable by and recoverable from you. Interest may be charged on overdue amounts, calculated daily and compounded monthly.

If you dispute a charge, you must notify us in writing within 7 days of the transaction date, providing full details of the dispute. Failure to notify us within this timeframe constitutes acceptance of the charge.

### **Copyright**

All content, materials, and intellectual property made available through our website, products, and services—including but not limited to plans, reports, correspondence, graphics, logos, images, software and design files—are owned by or licensed to Murray & Associates (Qld) Pty Ltd and are protected by copyright, trademark, and other applicable intellectual property laws. You must not reproduce, modify, distribute, transmit, display, publish, or create derivative works from any content, in part or in full, without our express written permission. 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 you until payment in full has been received.

### **Unforeseen Variations & Additional Works**

If unforeseen variations arise beyond the original scope of works – such as, but not limited to, missing boundary reinstatement marks, unexpected site conditions, a response to an information request/further advice notice or negotiation of conditions of approval with council – our Surveyor or Town Planner may determine additional works are required. Such complexities may only become evident after completing all plan searches during preparation, once the Surveyor is on-site and able to physically verify the availability of marks, or receipt of notification by Council. If this occurs, you will be notified as soon as reasonably practicable and provide written details of the required additional works. Any additional works will be charged on an hourly basis, as per our Schedule of Rates (provided on request), unless otherwise agreed in writing. For Surveying works, no further field work will proceed without your written authorisation. If approval is delayed, the field Surveyor may need to vacate the site and reschedule the site survey for a later date. Murray & Associates (Qld) Pty Ltd accepts no liability for any delays, disruptions or financial consequences arising from unforeseen variations.

### **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.

### **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, Mines, Manufacturing and Regional and Rural Development authority consents; Mortgagee consents; Registered Lessees consents; 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; and Qld Departmental Registration/s and/or Consent/s. 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 for underground service locations (electrical and telecommunications).

### **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.

### **Work Instructions – who is responsible for the account**

Instructions must be confirmed in writing, email is acceptable. (Verbal confirmation is acceptable under certain circumstances). Authority to proceed is to be signed and dated by client. If for any reason the 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, all survey and town planning files, reports, and associated documents shall be treated as confidential and will not be disclosed to any third party except as required by law or with the client's prior written consent. If the client defaults on payment, becomes uncontactable, or their whereabouts cannot be ascertained, Murray & Associates (Qld) Pty Ltd reserves the right to determine whether the file's content may be disclosed to a third party, including but not limited to financial institutions, legal representatives, or relevant authorities, where deemed necessary. Notwithstanding the above, Murray & Associates (Qld) Pty Ltd retains the right to use any non-personally identifiable or de-identified data derived from the file for internal research, quality assurance, training, or industry compliance purposes. All documents, plans, drawings, and intellectual property prepared by Murray & Associates (Qld) Pty Ltd remain our property, and we reserve the right to retain copies for record-keeping and professional compliance obligations.

### **Severability**

If any provision of these Terms is found to be invalid, illegal, or unenforceable for any reason, such provision shall be severed from these Terms, and the remaining provisions shall continue in full force and effect to the maximum extent permitted by law. The parties agree to negotiate in good faith to replace any unenforceable provision with a valid and enforceable provision that reflects the original intent as closely as possible.