

## Terms and Conditions

### Welcome to Mobile Face Fit Testing (M.F.F.T)

It is important that you read and understand the following terms and conditions prior to booking our face fit testing services.

- All applicants MUST be clean shaven prior to the fit testing. Any applicant unshaven will be denied a fit test and no refund will be given.
- Cancellation of any booking must be made at least 72 hours prior to the scheduled fit testing date. Failure to notify will result in no refund.
- M.F.F.T operating hours are between 8am – 5pm Monday to Friday. After hours fit testing will incur extra charges.
- Each applicant will be given three (3) chances to pass the fit test. If unsuccessful, full fee will be charged.
- Upon successful pass of face fit testing, candidates will be mailed a certification card and each company will be given a company register of all successfully fit tested applicants.
- Registers and certification cards will be sent once full payment is received.
- Replacement certification cards are available for purchase.
- The face fit testing will only be effective for the respirator nominated. The use of any other brand of respirator will not be face fit tested.
- Full and half face respirators supplied by M.F.F.T will be supplied once payment is received in full by M.F.F.T.
- Please see applicable charges and fees as indicated on the rates schedule.
- Payments can be made by direct transfer or credit card. Please note credit card payments will incur an additional processing fee.
- M.F.F.T are a face fit testing service only and are not liable for the correct use or maintenance of the respirators when being used. Please refer to information email regarding correct maintenance, use and storage of respirators.
- A certificate signed by a director, secretary, financial controller, credit manager or any other authorised person of M.F.F.T shall be prima facie evidence of the indebtedness of the applicant to M.F.F.T.
- If invoices or monies outstanding are not paid in full by the due date for payment, M.F.F.T may charge the applicant interest on the unpaid amount to be accrued daily from the date when payment becomes due until the date of payment at the rate of the National Australia Bank retail base rate plus 2 per cent per annum and interest shall compound at that rate monthly both before and after any judgment obtained by M.F.F.T.
- The applicant is liable for all costs and disbursements incurred by M.F.F.T or its appointed agents in recovering payment of any outstanding invoice or in enforcing its rights under these terms, including, but not limited to, legal costs determined on a solicitor/own client basis, mercantile agents' costs or commission and bank dishonour fees.
- M.F.F.T expressly denies and excludes any warranties or conditions which would otherwise be implied to the maximum extent possible by law including but not limited to merchantable quality, suitability, fitness of purpose, quality, suitability, or otherwise. M.F.F.T acknowledges that these terms do not exclude any statutory warranties which may be implied pursuant to the *Competition and Consumer Act 2010* (Cth).
- The applicant acknowledges and agrees that:



- the applicant shall rely on its own knowledge and expertise with respect of the purpose of the services and any advice or assistance given by or on behalf of M.F.F.T shall be accepted at the applicant's risk and shall not be deemed to have been given as an expert or adviser or be otherwise relied on by the applicant; and
- M.F.F.T shall not be liable nor responsible for any failure to comply with any requirements of the applicant or any other person (whether relating to manufacture, design, fabrication, installation and/or any other particulars provided with respect to the intended use of any services or otherwise) which are not precisely and accurately communicated in writing to M.F.F.T prior to agreement for supply of services.
- The applicant hereby releases and indemnifies and agrees to keep M.F.F.T indemnified from any and all costs, damages, liabilities, expenses or losses including indirect, consequential losses (including but not limited to loss of profit), that M.F.F.T may incur in relation to the applicant or any third party, where the cost, damage, liability, expense or loss is caused by or contributed to by the services performed, any defect or fault in workmanship or design or their use, a breach of these terms or for any other reason whatsoever.
- The applicant agrees, to the fullest extent possible by law, in relation to any cost, damage, liability, expense or loss (including those contributed or cause by M.F.F.T's negligence or breach of any condition or warranty), if the applicant is not a consumer pursuant to the *Competition and Consumer Act 2010* (Cth), to limit any claim made to M.F.F.T, in M.F.F.T's absolute discretion to: the value of any express warranty provided by M.F.F.T's to the applicant or any warranty to which the applicant is entitled; replacement of the services; repay the purchase price in the event that then payment has been received from the applicant. In no circumstances shall M.F.F.T be liable for any amount in excess of the price.
- If M.F.F.T is required to remedy the services pursuant to the *Competition and Consumer Act 2010* (Cth) but cannot do so for any reason whatsoever, M.F.F.T may refund the payment, if the payment has been paid by the applicant.
- M.F.F.T shall not be liable for any damages for personal injury or death, any damage to property and/or any contingent, consequential, direct, indirect, special or punitive damages whether due to negligent act or omission of M.F.F.T or its employees or agents or otherwise and the applicant acknowledges this limitation of liability and agrees to limit any claim accordingly.
- No other term, condition, agreement, warranty, representation and/or understanding whether express or implied, in any extending to, otherwise relating to or binding upon M.F.F.T other than these terms is made or given by or on behalf of M.F.F.T.
- Notwithstanding anything in these terms, the applicant shall not be entitled to make any claim upon M.F.F.T whatsoever if any amounts are outstanding from the applicant to M.F.F.T.

