

Sonsa Markets Pty Ltd T/A Builders Market – Terms & Conditions of Trade

1.1	Definitions "SM" means Sonsa Markets Pty Ltd T/A Sonsa Markets, its successors or assigns or any person acting on behalf of and with the authority of Sonsa Markets Pty Ltd T/A Sonsa Markets.	(b) expand, contract or distort as a result of exposure to heat, cold, weather; and (c) mark or stain if exposed to certain substances; and (d) be damaged or disfigured by impact or scratching.	13.12	SM may in its absolute discretion accept non-defective Materials for return in which case SM may require the Customer to pay handling fees of up to twenty percent (20%) of the value of the returned Materials plus any freight costs.
1.2	Customer means the person/s or any person acting on behalf of and with the authority of the Customer requesting SM to provide the Works as specified in any proposal, quotation, order, invoice or other documentation; and (a) if there is more than one Customer, is a reference to each Customer jointly and severally; and (b) if the Customer is a part of a Trust, shall be bound in their capacity as a trustee; and (c) includes the Customer's executors, administrators, successors and permitted assigns.	Customer's Responsibilities (a) ensure all existing services, cables and staples; and (b) fully disclose any information that may affect SM's installation procedures (including, but not limited to, disclosing known breaks or tears in the membrane, extensions of existing studs, hangers, beams, curing compounds that may have been used, or the use of gipsi or other materials); and (c) ensure the sub-floor is adequately ventilated and is structurally sound; and (d) ensure that the levels of the sub-floor are satisfactory as the floor coverings can only be laid on a level surface; and (e) remove all fragile items such as glassware, crockery, pot plants, furniture and ornaments. Breakages and damages are the responsibility of the Customer. All care taken but not 100% responsibility accepted for breakages and damages; and (f) provide adequate dust sheets to protect the Customer's furniture and décor. SM will not accept any responsibility for cleaning or repair costs attributed to dust or damage caused by any sanding process. Flaking or crumbling walls should be temporarily covered by the Customer until the work is completed; and (g) extinguish all naked flames prior to coating including, but not limited to, pilot lights, heaters; and (h) ensure that the power is turned off (8 metres of the project); and (i) ensure that full and final lighting as designed for the completed project is fully operational prior to sanding works commencing, and are made available for use at no cost for the duration of the project. Any costs incurred by SM will be invoiced to the Customer should the lighting not be available; and (j) make the premises available on the agreed date and time. If installation is interrupted by the failure of the Customer to adhere to the installation schedule agreed to between SM and the Customer, SM will not be responsible for any delays; and (k) SM is not insured to remove furniture or fittings and will not do so, nor is SM licensed to move gas or electrical appliances.	13.13	Notwithstanding anything contained in this clause if SM is required by a law to accept a return of any material, SM will accept a return on the conditions imposed by that law.
1.3	Works means all Works, including any drawings, plans, schedules and products shall remain vested in SM, and shall only be used by the Customer at SM's discretion. Under no circumstances may such designs, drawings and documents be used without the express written approval of SM. If the Customer or its assigns cause SM to infringe any patent, registered design or trademark in the execution of the Customer's order and the Customer agrees to indemnify SM against any action taken by a third party in respect of the infringement of any patent, registered design or trademark. The Customer agrees that SM may (at no cost) use for the purposes of Marketing or entry into any competition, any documents, designs, drawings, plans or products which SM has created for the Customer in connection with the Works.	(l) SM is not insured to remove furniture or fittings and will not do so, nor is SM licensed to move gas or electrical appliances.	14.1	Intellectual Property Where SM has designed, drawn, written plans or a schedule of Works, or created any drawings, designs, plans, schedules and products shall remain vested in SM, and shall only be used by the Customer at SM's discretion. Under no circumstances may such designs, drawings and documents be used without the express written approval of SM. If the Customer or its assigns cause SM to infringe any patent, registered design or trademark in the execution of the Customer's order and the Customer agrees to indemnify SM against any action taken by a third party in respect of the infringement of any patent, registered design or trademark. The Customer agrees that SM may (at no cost) use for the purposes of Marketing or entry into any competition, any documents, designs, drawings, plans or products which SM has created for the Customer in connection with the Works.
1.4	Price means the Price payable (plus any GST where applicable) for the Works as agreed between SM and the Customer in accordance with clause 5 below.	(m) SM is not insured to remove furniture or fittings and will not do so, nor is SM licensed to move gas or electrical appliances.	14.2	Default and Consequences of Default Interest on overdue invoices shall accrue daily from the date when payment becomes due until the date of payment, at a rate of two and a half percent (2.5%) per calendar month (and the sole discretion of SM interest shall compound monthly at such a rate) after as well as before any judgment.
2.1	Acceptance The Customer is taken to have exclusively accepted and is immediately bound, jointly and severally, by these terms and conditions if the Customer places an order for acceptance delivery of any Works.	(n) SM is not insured to remove furniture or fittings and will not do so, nor is SM licensed to move gas or electrical appliances.	15.1	If the Customer owes SM any money the Customer shall indemnify SM from and against all costs and disbursements (including legal costs) covering the debt (including but not limited to internal administration fees, legal costs on a solicitor and own client basis, SM's contract default fee, and bank dishonour fees).
2.2	These terms and conditions may only be amended with the consent of both parties in writing, and shall prevail in the event of any inconsistency with any other document or contract between the Customer and SM.	(o) SM is not insured to remove furniture or fittings and will not do so, nor is SM licensed to move gas or electrical appliances.	15.2	Further to any other rights or remedies SM may have under this contract, if a Customer has made a payment to SM and SM subsequently reverses the payment, the Customer shall be liable for the amount of the reversed transaction, in addition to any further costs incurred by SM under this clause 15 where it can be proven that such reversal is found to be illegal under the Consumer Credit Act 1988.
2.3	Where SM gives advice, recommendations, information, assistance or service to the Customer or the Customer's agent, regarding the Materials or Works then it is given in good faith and SM shall not be liable for any loss or damage to the Customer or its assigns, however arising resulting from the Customer relying on the same.	(p) SM is not insured to remove furniture or fittings and will not do so, nor is SM licensed to move gas or electrical appliances.	15.3	Without prejudice to SM's other remedies at law SM shall be entitled to cancel all or any part of any order of the Customer which remains unfulfilled and all amounts owing to SM shall, nevertheless, not be due to the Customer, become immediately payable to SM and SM shall be entitled to sue for recovery of the amount of any such order.
2.4	The Customer acknowledges that the supply of Materials on credit shall not take effect until the Customer has provided a guarantee of payment with SM and it has been approved with a credit limit established for the account.	(q) SM is not insured to remove furniture or fittings and will not do so, nor is SM licensed to move gas or electrical appliances.	15.4	Without prejudice to any other remedies SM may have, if at any time the Customer is in breach of any obligation under this contract, SM may, at its discretion, suspend the terms and conditions SM may suspend or terminate the supply of Works to the Customer. SM will not be liable to the Customer for any loss or damage the Customer suffers because SM has suspended or terminated the supply of Works to the Customer.
2.5	In the event that the supply of Materials request exceeds the Customer's credit limit and/or the account exceeds the payment terms, SM reserves the right to suspend delivery.	(r) SM is not insured to remove furniture or fittings and will not do so, nor is SM licensed to move gas or electrical appliances.	16.1	Cancellation Without prejudice to any other remedies SM may have, if at any time the Customer is in breach of any obligation under this contract, SM may, at its discretion, suspend the terms and conditions SM may suspend or terminate the supply of Works to the Customer. SM will not be liable to the Customer for any loss or damage the Customer suffers because SM has suspended or terminated the supply of Works to the Customer.
2.6	No allowance shall be made for levelling, stabilising, repairing or waterproofing of the timber floor, or the sub floor, and any rectification work required shall constitute a variation as per clause 5.2.	(s) SM is not insured to remove furniture or fittings and will not do so, nor is SM licensed to move gas or electrical appliances.	16.2	Without prejudice to any other remedies SM may have, if at any time the Customer is in breach of any obligation under this contract, SM may, at its discretion, suspend the terms and conditions SM may suspend or terminate the supply of Works to the Customer. SM will not be liable to the Customer for any loss or damage the Customer suffers because SM has suspended or terminated the supply of Works to the Customer.
2.7	SM shall be responsible for whether any levelling of floors is required prior to its being laid by SM and a further additional cost will accrue if SM is required to first undertake levelling. SM bears no liability whatsoever to the Customer if there is to be any levelling or problems whereby the Customer is required to pay for levelling, stabilising, repairing or waterproofing of the timber floor, or the sub floor, and any rectification work required shall constitute a variation as per clause 5.2.	(t) SM is not insured to remove furniture or fittings and will not do so, nor is SM licensed to move gas or electrical appliances.	16.3	Without prejudice to any other remedies SM may have, if at any time the Customer is in breach of any obligation under this contract, SM may, at its discretion, suspend the terms and conditions SM may suspend or terminate the supply of Works to the Customer. SM will not be liable to the Customer for any loss or damage the Customer suffers because SM has suspended or terminated the supply of Works to the Customer.
2.8	Electronic signatures shall be deemed to be accepted by either party providing that the parties have complied with Section 9 of the Electronic Transactions (Victoria) Act 2000 or any other applicable provisions of that Act or any Regulations referred to in that Act.	(u) SM is not insured to remove furniture or fittings and will not do so, nor is SM licensed to move gas or electrical appliances.	16.4	Without prejudice to any other remedies SM may have, if at any time the Customer is in breach of any obligation under this contract, SM may, at its discretion, suspend the terms and conditions SM may suspend or terminate the supply of Works to the Customer. SM will not be liable to the Customer for any loss or damage the Customer suffers because SM has suspended or terminated the supply of Works to the Customer.
3.1	Error and Omission The Customer acknowledges and accepts that SM shall, without prejudice, accept no liability in respect of any alleged or actual mistake(s) and/or omission(s): (a) resulting from a clerical error made by SM in the formation and/or administration of this contract; and/or (b) contained in/omitted from any literature (hard copy and/or electronic) supplied by SM in respect of the Works.	(v) SM is not insured to remove furniture or fittings and will not do so, nor is SM licensed to move gas or electrical appliances.	16.5	Without prejudice to any other remedies SM may have, if at any time the Customer is in breach of any obligation under this contract, SM may, at its discretion, suspend the terms and conditions SM may suspend or terminate the supply of Works to the Customer. SM will not be liable to the Customer for any loss or damage the Customer suffers because SM has suspended or terminated the supply of Works to the Customer.
3.2	In the event of an error and/or omission occurring in accordance with clause 3.1, and is not attributable to the negligence and/or willful misconduct of SM, the Customer shall not be entitled to treat this contract as repudiated nor render it invalid.	(w) SM is not insured to remove furniture or fittings and will not do so, nor is SM licensed to move gas or electrical appliances.	16.6	Without prejudice to any other remedies SM may have, if at any time the Customer is in breach of any obligation under this contract, SM may, at its discretion, suspend the terms and conditions SM may suspend or terminate the supply of Works to the Customer. SM will not be liable to the Customer for any loss or damage the Customer suffers because SM has suspended or terminated the supply of Works to the Customer.
4.1	Change of Control The Customer shall give SM not less than fourteen (14) days prior written notice of any proposed change of ownership of the Customer and/or any other change in the Customer's details (including but not limited to, change of name, address, contact phone, contact person or fax number, change of trustees or business practice). The Customer shall be liable for any loss incurred by SM as a result of the Customer's failure to comply with this clause.	(x) SM is not insured to remove furniture or fittings and will not do so, nor is SM licensed to move gas or electrical appliances.	16.7	Without prejudice to any other remedies SM may have, if at any time the Customer is in breach of any obligation under this contract, SM may, at its discretion, suspend the terms and conditions SM may suspend or terminate the supply of Works to the Customer. SM will not be liable to the Customer for any loss or damage the Customer suffers because SM has suspended or terminated the supply of Works to the Customer.
5.1	Price and Payment (a) as indicated on invoices provided by SM to the Customer in respect of Works performed or Materials supplied; or (b) the Price as a percentage of delivery of the Works according to SM's current price list; or (c) SM's quoted Price (subject to clause 5.2) which shall be binding upon SM provided that the Customer shall accept SM's quotation in writing within thirty (30) days.	(y) SM is not insured to remove furniture or fittings and will not do so, nor is SM licensed to move gas or electrical appliances.	16.8	Without prejudice to any other remedies SM may have, if at any time the Customer is in breach of any obligation under this contract, SM may, at its discretion, suspend the terms and conditions SM may suspend or terminate the supply of Works to the Customer. SM will not be liable to the Customer for any loss or damage the Customer suffers because SM has suspended or terminated the supply of Works to the Customer.
5.2	SM reserves the right to change the Price: (a) if a variation to the Materials which are to be supplied is requested; or (b) if a variation to the Works originally scheduled (including any applicable plans or specifications) is requested; or (c) where additional work is required due to the discovery of hidden or unidentifiable difficulties (including, but not limited to, limitations to accessing the site, pre-existing condition of structural supports to which Materials are to be affixed, prerequisite work by any third party such as levelling, stabilising, repairing or waterproofing of the timber floor, or the sub floor, and any rectification work required shall constitute a variation as per clause 5.2); or (d) any variation as a result of fluctuations in currency exchange rates or in the works of increases to SM in the cost of taxes, levies, materials and labour which are beyond SM's control.	(z) SM is not insured to remove furniture or fittings and will not do so, nor is SM licensed to move gas or electrical appliances.	16.9	Without prejudice to any other remedies SM may have, if at any time the Customer is in breach of any obligation under this contract, SM may, at its discretion, suspend the terms and conditions SM may suspend or terminate the supply of Works to the Customer. SM will not be liable to the Customer for any loss or damage the Customer suffers because SM has suspended or terminated the supply of Works to the Customer.
5.3	Variations will be charged for on the basis of SM's quotation, and will be detailed in writing, and shown as variations on SM's invoice. The Customer shall be required to respond to any variation submitted by SM within the time period specified in the variation. The Customer shall pay the cost of the variation to the Price. Payment for all variations must be made in full at the time of their completion.	(aa) SM is not insured to remove furniture or fittings and will not do so, nor is SM licensed to move gas or electrical appliances.	17.1	Without prejudice to any other remedies SM may have, if at any time the Customer is in breach of any obligation under this contract, SM may, at its discretion, suspend the terms and conditions SM may suspend or terminate the supply of Works to the Customer. SM will not be liable to the Customer for any loss or damage the Customer suffers because SM has suspended or terminated the supply of Works to the Customer.
5.4	At SM's sole discretion a non-refundable deposit may be required.	(ab) SM is not insured to remove furniture or fittings and will not do so, nor is SM licensed to move gas or electrical appliances.	17.2	Without prejudice to any other remedies SM may have, if at any time the Customer is in breach of any obligation under this contract, SM may, at its discretion, suspend the terms and conditions SM may suspend or terminate the supply of Works to the Customer. SM will not be liable to the Customer for any loss or damage the Customer suffers because SM has suspended or terminated the supply of Works to the Customer.
5.5	Time for payment for the Works shall be as essential, the Price will be payable by the Customer on the date determined by SM, which may be: (a) on completion of the Works; or (b) by way of progress payments in accordance with SM's specified progress payment schedule. Such progress payment claims may include the reasonable value of authorised variations and the value of any Materials delivered to the site but not yet installed; or (c) the date specified on any invoice or other form as being the date of payment; or (d) any other date specified in writing by SM, which is (30) days following the date of any invoice given to the Customer by SM.	(ac) SM is not insured to remove furniture or fittings and will not do so, nor is SM licensed to move gas or electrical appliances.	17.3	Without prejudice to any other remedies SM may have, if at any time the Customer is in breach of any obligation under this contract, SM may, at its discretion, suspend the terms and conditions SM may suspend or terminate the supply of Works to the Customer. SM will not be liable to the Customer for any loss or damage the Customer suffers because SM has suspended or terminated the supply of Works to the Customer.
5.6	Payment may be made by cash, cheque, bank cheque, electronic-line banking, credit card or by way of direct debit. Payment by any other method as agreed between the Customer and SM. NO AMEX cards will be accepted.	(ad) SM is not insured to remove furniture or fittings and will not do so, nor is SM licensed to move gas or electrical appliances.	17.4	Without prejudice to any other remedies SM may have, if at any time the Customer is in breach of any obligation under this contract, SM may, at its discretion, suspend the terms and conditions SM may suspend or terminate the supply of Works to the Customer. SM will not be liable to the Customer for any loss or damage the Customer suffers because SM has suspended or terminated the supply of Works to the Customer.
5.7	The Customer shall not be entitled to set off against, or deduct from the Price, any sums owed or claimed to be owed by the Customer by SM nor to withhold payment of any invoice because part of that invoice is in dispute.	(ae) SM is not insured to remove furniture or fittings and will not do so, nor is SM licensed to move gas or electrical appliances.	17.5	Without prejudice to any other remedies SM may have, if at any time the Customer is in breach of any obligation under this contract, SM may, at its discretion, suspend the terms and conditions SM may suspend or terminate the supply of Works to the Customer. SM will not be liable to the Customer for any loss or damage the Customer suffers because SM has suspended or terminated the supply of Works to the Customer.
5.8	Unless otherwise stated the Price does not include GST. In addition to the Price, the Customer must pay to SM an amount equal to any GST SM must pay for any supply by SM under this or any other contract. The Customer shall be liable to pay to SM the amount of any GST without deduction or set off of any other amounts, at the same time and on the same basis as the Customer pays the Price. In addition, the Customer must pay any other taxes and duties that may be applicable in addition to the Price except where they are expressly included in the Price.	(af) SM is not insured to remove furniture or fittings and will not do so, nor is SM licensed to move gas or electrical appliances.	17.6	Without prejudice to any other remedies SM may have, if at any time the Customer is in breach of any obligation under this contract, SM may, at its discretion, suspend the terms and conditions SM may suspend or terminate the supply of Works to the Customer. SM will not be liable to the Customer for any loss or damage the Customer suffers because SM has suspended or terminated the supply of Works to the Customer.
6.1	Provision of the Works Subject to clause 6.2 it is SM's responsibility to ensure that the Works start as soon as it is reasonably practicable.	(ag) SM is not insured to remove furniture or fittings and will not do so, nor is SM licensed to move gas or electrical appliances.	17.7	Without prejudice to any other remedies SM may have, if at any time the Customer is in breach of any obligation under this contract, SM may, at its discretion, suspend the terms and conditions SM may suspend or terminate the supply of Works to the Customer. SM will not be liable to the Customer for any loss or damage the Customer suffers because SM has suspended or terminated the supply of Works to the Customer.
6.2	The Works' commencement date will be put back and/or the completion date extended if whatever time is reasonable in the event that SM claims an extension of time (by giving the Customer written notice of the extension) is required by an event beyond SM's control, including but not limited to any failure by the Customer to: (a) make a selection; or (b) have the works ready for the Works; or (c) notify SM that the Works are ready.	(ah) SM is not insured to remove furniture or fittings and will not do so, nor is SM licensed to move gas or electrical appliances.	17.8	Without prejudice to any other remedies SM may have, if at any time the Customer is in breach of any obligation under this contract, SM may, at its discretion, suspend the terms and conditions SM may suspend or terminate the supply of Works to the Customer. SM will not be liable to the Customer for any loss or damage the Customer suffers because SM has suspended or terminated the supply of Works to the Customer.
6.3	At SM's sole discretion, the cost of delivery is either included in the Price or is in addition to the Price.	(ai) SM is not insured to remove furniture or fittings and will not do so, nor is SM licensed to move gas or electrical appliances.	17.9	Without prejudice to any other remedies SM may have, if at any time the Customer is in breach of any obligation under this contract, SM may, at its discretion, suspend the terms and conditions SM may suspend or terminate the supply of Works to the Customer. SM will not be liable to the Customer for any loss or damage the Customer suffers because SM has suspended or terminated the supply of Works to the Customer.
6.4	SM may deliver the Works by separate instalments. Each separate instalment shall be invoiced and paid in accordance with the provisions in these terms and conditions.	(aj) SM is not insured to remove furniture or fittings and will not do so, nor is SM licensed to move gas or electrical appliances.	18.1	Without prejudice to any other remedies SM may have, if at any time the Customer is in breach of any obligation under this contract, SM may, at its discretion, suspend the terms and conditions SM may suspend or terminate the supply of Works to the Customer. SM will not be liable to the Customer for any loss or damage the Customer suffers because SM has suspended or terminated the supply of Works to the Customer.
6.5	Any time specified by SM for delivery of the Works is an estimate only and SM will not be liable for any delay in the delivery of the Works as a result of delivery being delayed. However, both parties agree that they shall make every endeavour to enable the Works to be supplied at the time and place as was arranged between both parties. In the event that SM is unable to supply the Works as agreed solely due to any action or inaction of the Customer, then SM shall be entitled to charge a reasonable fee for re-supplying the Works at a later time and date, and/or for storage of the Materials.	(ak) SM is not insured to remove furniture or fittings and will not do so, nor is SM licensed to move gas or electrical appliances.	18.2	Without prejudice to any other remedies SM may have, if at any time the Customer is in breach of any obligation under this contract, SM may, at its discretion, suspend the terms and conditions SM may suspend or terminate the supply of Works to the Customer. SM will not be liable to the Customer for any loss or damage the Customer suffers because SM has suspended or terminated the supply of Works to the Customer.
7.1	Risk (a) where SM is supplying Materials only, all risk for the Materials shall immediately pass to the Customer on delivery and the Customer must insure the Materials on or before delivery. Delivery of the Materials shall be deemed to have taken place immediately at the time that either: (i) the Customer or the Customer's nominated carrier takes possession of the Materials at SM's address; or (ii) the Materials are delivered by SM or SM's nominated carrier to the Customer's nominated delivery address (even if the Customer is not present at the address). (b) where SM is to both supply and install Materials then SM shall maintain a contract works policy until the Works are completed. Upon completion of the Works all risk for the Works shall immediately pass to the Customer.	(al) SM is not insured to remove furniture or fittings and will not do so, nor is SM licensed to move gas or electrical appliances.	18.3	Without prejudice to any other remedies SM may have, if at any time the Customer is in breach of any obligation under this contract, SM may, at its discretion, suspend the terms and conditions SM may suspend or terminate the supply of Works to the Customer. SM will not be liable to the Customer for any loss or damage the Customer suffers because SM has suspended or terminated the supply of Works to the Customer.
7.2	Notwithstanding the provisions of clause 7.1 if the Customer specifically requests SM to leave Materials outside SM's premises for collection or to deliver the Materials to an unattended location then such Materials shall remain at the risk of the Customer and it shall be the Customer's responsibility to ensure the Materials are insured adequately or at all. In the event that such Materials are lost, damaged or destroyed then replacement of the Materials shall be at the Customer's expense.	(am) SM is not insured to remove furniture or fittings and will not do so, nor is SM licensed to move gas or electrical appliances.	18.4	Without prejudice to any other remedies SM may have, if at any time the Customer is in breach of any obligation under this contract, SM may, at its discretion, suspend the terms and conditions SM may suspend or terminate the supply of Works to the Customer. SM will not be liable to the Customer for any loss or damage the Customer suffers because SM has suspended or terminated the supply of Works to the Customer.
7.3	SM shall be entitled to rely on the accuracy of any plans, specifications and other information provided by the Customer. The Customer acknowledges and agrees that in the event that any of this information provided by the Customer is inaccurate, SM accepts no responsibility for any loss, damages, or costs however resulting from these inaccurate plans, specifications or other information.	(an) SM is not insured to remove furniture or fittings and will not do so, nor is SM licensed to move gas or electrical appliances.	18.5	Without prejudice to any other remedies SM may have, if at any time the Customer is in breach of any obligation under this contract, SM may, at its discretion, suspend the terms and conditions SM may suspend or terminate the supply of Works to the Customer. SM will not be liable to the Customer for any loss or damage the Customer suffers because SM has suspended or terminated the supply of Works to the Customer.
7.4	Where SM is required to install the Materials, the Customer warrants that the structure of the premises or framing materials are to be installed is sound and will sustain the installation and work incidental thereto.	(ao) SM is not insured to remove furniture or fittings and will not do so, nor is SM licensed to move gas or electrical appliances.	18.6	Without prejudice to any other remedies SM may have, if at any time the Customer is in breach of any obligation under this contract, SM may, at its discretion, suspend the terms and conditions SM may suspend or terminate the supply of Works to the Customer. SM will not be liable to the Customer for any loss or damage the Customer suffers because SM has suspended or terminated the supply of Works to the Customer.
7.5	Timber is a hygroscopic material subject to expansion and contraction; therefore, SM will accept no responsibility for gaps that may appear in the flooring during prolonged dry periods.	(ap) SM is not insured to remove furniture or fittings and will not do so, nor is SM licensed to move gas or electrical appliances.	18.7	Without prejudice to any other remedies SM may have, if at any time the Customer is in breach of any obligation under this contract, SM may, at its discretion, suspend the terms and conditions SM may suspend or terminate the supply of Works to the Customer. SM will not be liable to the Customer for any loss or damage the Customer suffers because SM has suspended or terminated the supply of Works to the Customer.
7.6	Timber is a natural material and its colour, shade, tone, markings, and veining may vary from samples provided. Whilst SM will make every effort to match sample to the finished Materials SM accepts no liability whatsoever where the samples differ to the finished Materials.	(aq) SM is not insured to remove furniture or fittings and will not do so, nor is SM licensed to move gas or electrical appliances.	18.8	Without prejudice to any other remedies SM may have, if at any time the Customer is in breach of any obligation under this contract, SM may, at its discretion, suspend the terms and conditions SM may suspend or terminate the supply of Works to the Customer. SM will not be liable to the Customer for any loss or damage the Customer suffers because SM has suspended or terminated the supply of Works to the Customer.
7.7	SM will not accept responsibility for any damage to the floor due to microorganisms caused such as air-conditioning, heating or large expanses of glass windows without curtains or blinds.	(ar) SM is not insured to remove furniture or fittings and will not do so, nor is SM licensed to move gas or electrical appliances.	18.9	Without prejudice to any other remedies SM may have, if at any time the Customer is in breach of any obligation under this contract, SM may, at its discretion, suspend the terms and conditions SM may suspend or terminate the supply of Works to the Customer. SM will not be liable to the Customer for any loss or damage the Customer suffers because SM has suspended or terminated the supply of Works to the Customer.
7.8	SM will not be liable for any damage to the floor due to microorganisms caused such as air-conditioning, heating or large expanses of glass windows without curtains or blinds.	(as) SM is not insured to remove furniture or fittings and will not do so, nor is SM licensed to move gas or electrical appliances.	18.10	Without prejudice to any other remedies SM may have, if at any time the Customer is in breach of any obligation under this contract, SM may, at its discretion, suspend the terms and conditions SM may suspend or terminate the supply of Works to the Customer. SM will not be liable to the Customer for any loss or damage the Customer suffers because SM has suspended or terminated the supply of Works to the Customer.
7.9	In the event of sanding and polishing of the timber flooring occurring at the worksite, then the Customer shall ensure that the timber flooring is protected with a clear finish which may have an adverse effect. The Customer acknowledges that SM has informed the Customer that the persons should avoid entering the worksite until such time as the polished timber flooring area has been sealed and sanded.	(at) SM is not insured to remove furniture or fittings and will not do so, nor is SM licensed to move gas or electrical appliances.	18.11	Without prejudice to any other remedies SM may have, if at any time the Customer is in breach of any obligation under this contract, SM may, at its discretion, suspend the terms and conditions SM may suspend or terminate the supply of Works to the Customer. SM will not be liable to the Customer for any loss or damage the Customer suffers because SM has suspended or terminated the supply of Works to the Customer.
7.10	The Customer agrees that SM has informed the Customer that no persons should walk on freshly polished timber floors, nor replace furnishings on such flooring for the relevant prescribed period of time, usually for at least three (3) days following completion of the polishing.	(au) SM is not insured to remove furniture or fittings and will not do so, nor is SM licensed to move gas or electrical appliances.	18.12	Without prejudice to any other remedies SM may have, if at any time the Customer is in breach of any obligation under this contract, SM may, at its discretion, suspend the terms and conditions SM may suspend or terminate the supply of Works to the Customer. SM will not be liable to the Customer for any loss or damage the Customer suffers because SM has suspended or terminated the supply of Works to the Customer.
7.11	SM will only inspect or view a timber floor from a standing position, as this is generally how you will be living on it. Minor marks or slight imperfections in the floor finish that can only be seen from a crawling or kneeling position will not be considered defects.	(av) SM is not insured to remove furniture or fittings and will not do so, nor is SM licensed to move gas or electrical appliances.	18.13	Without prejudice to any other remedies SM may have, if at any time the Customer is in breach of any obligation under this contract, SM may, at its discretion, suspend the terms and conditions SM may suspend or terminate the supply of Works to the Customer. SM will not be liable to the Customer for any loss or damage the Customer suffers because SM has suspended or terminated the supply of Works to the Customer.
7.12	The Customer acknowledges that Materials supplied may: (a) fade or change colour over time; and	(aw) SM is not insured to remove furniture or fittings and will not do so, nor is SM licensed to move gas or electrical appliances.	18.14	Without prejudice to any other remedies SM may have, if at any time the Customer is in breach of any obligation under this contract, SM may, at its discretion, suspend the terms and conditions SM may suspend or terminate the supply of Works to the Customer. SM will not be liable to the Customer for any loss or damage the Customer suffers because SM has suspended or terminated the supply of Works to the Customer.

Please note that a larger print version of these terms and conditions is available from SM on request.