



Locator Guys Ltd – Terms of Trade

These Terms of Trade (“Terms”) govern all services supplied by **Locator Guys Ltd** (“we”, “us”, “our”) to the Client (“you”, “your”). By requesting or allowing us to perform services, you agree to these Terms.

1. Scope of Services

- 1.1 We provide underground service locating, leak detection, mapping, and related services as requested by you.
 - 1.2 Services are limited to the area(s) agreed prior to commencement. Any additional areas, delays, repeat visits, or variations will be charged at our standard rates.
 - 1.3 Our services provide guidance only and do **not** replace the need for safe excavation practices.
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2. Limitations of Locating & Leak Detection

- 2.1 Underground locating and leak detection results are based on interpretation of equipment signals, site conditions, available plans, and information supplied. Accuracy cannot be guaranteed.
 - 2.2 Factors such as interference, soil type, depth, pipe material, weather, noise, accessibility, site layout, or inaccurate plans may reduce accuracy or prevent successful locating or leak detection.
 - 2.3 Leak detection is inherently uncertain. Final leak position must always be confirmed by controlled excavation.
 - 2.4 Indicated depths are estimates only and must not be relied on for excavation.
 - 2.5 You must confirm all service positions and depths through safe digging methods (e.g., hand digging or hydro-excavation).
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3. Client Responsibilities

- 3.1 You must provide all relevant site information, including plans, drawings, known hazards, and site conditions.
 - 3.2 You are responsible for ensuring safe and unobstructed access to the site, including access to meters, valves, and service entry points.
 - 3.3 You must ensure that any water supply required for leak detection is turned on and accessible.
 - 3.4 You must notify us of any hazards, contaminated ground, aggressive animals, or risks at or near the work area.
 - 3.5 You acknowledge that plans provided by service authorities are indicative only and may be inaccurate or outdated.
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4. Site Safety & Right to Suspend Work

4.1 We may refuse or suspend work if we consider the site unsafe, access insufficient, or conditions unsuitable for locating or leak detection.

4.2 Stand-down time, delays, or return visits caused by site conditions outside our control will be charged at our standard hourly rates.

5. Deliverables

5.1 Standard deliverables include ground markings only.

5.2 Digital maps, written reports, CAD drawings, plans, photographs, or electronic deliverables are **not included** unless specifically quoted.

5.3 If supplied, all deliverables remain our property until paid in full.

6. Cancellations & Call-Out Fees

6.1 A call-out fee applies to all booked jobs, including instances where no services or leaks are found.

6.2 If you cancel within 24 hours of the scheduled attendance time, a 50% call-out fee applies.

6.3 Same-day cancellations (including upon arrival) incur the full call-out fee.

6.4 Travel already undertaken prior to cancellation will be charged in full.

7. Charges, Travel & Variations

7.1 All services are charged at our standard rates unless agreed otherwise in writing.

7.2 Travel time, mileage, accommodation, or stand-down time may apply depending on job location and conditions.

7.3 If conditions differ from those described by you, or additional time is required, extra charges apply at our standard rates.

8. Payment Terms

8.1 Invoices are payable by the **20th of the month following the date of invoice**.

8.2 Late payment constitutes a default. Default interest may be charged at our bank overdraft rate plus 2% from the due date to the date of payment.

8.3 You are liable for all costs incurred by us in recovering overdue amounts, including debt collection and legal fees.

8.4 You may not withhold payment due to disputes or pending excavation results.



9. Liability & Indemnity

9.1 To the maximum extent permitted by law, we exclude all warranties, guarantees, and representations not expressly stated in these Terms.

9.2 You acknowledge and agree that:

- locating and leak detection services are indicative only
- we are not responsible for any damage, loss, or injury caused by inaccurate markings or interpretations

9.3 We are not liable for any damage to underground services, nor for any loss, delay, or consequences arising from such damage, whether suffered by you or any third party.

9.4 You indemnify us for all claims, costs, losses, damages, or liabilities arising from or connected to:

- reliance on our markings
- inaccurate or incomplete information provided by you
- excavation or construction activities

9.5 If we are ever found liable for any reason, our total liability is limited to the amount actually paid by you for the relevant service.

9.6 We have no liability for loss of profits, business interruption, consequential loss, or indirect damages.

10. Employees, Officers & Contractors

All disclaimers, limitations, and indemnities in these Terms apply for the benefit of our employees, officers, agents, and contractors.

11. Entire Agreement

These Terms form the entire agreement between us and you. No other representation or condition applies unless agreed in writing.

12. Governing Law

These Terms are governed by the laws of New Zealand.