

## Services

The services that LoKate Services Limited (“LSL”) provides to you are outlined in either a letter or email.

LSL undertakes to use the best possible practices and equipment to perform the work specified but does not guarantee that all underground services will be located and that, if located, that the services are in the exact position marked.

## Fees/Price

Estimates are given as a guide only and **not** as a fixed quotation. Often, it is not possible to give more than an estimate for final costs due to a number of variable factors. Please note any estimate of LSL’s fee is given as Goods and Services Tax (GST) Exclusive.

If you decide not to proceed with the matter to completion, work done and payments made on your behalf are still payable by you.

A retainer may be required. You will be advised if this is the case in letter or email.

You authorise LSL to make reasonable and confidential credit enquiries from an appropriate information provider.

## Disbursements and Expenses

These include charges and general expenses incurred and any fees charged by other third parties (for example suppliers or specialists). Disbursements are GST Inclusive unless stated otherwise.

## Payment of Accounts

LSL will send interim invoices, usually monthly, for matters of an ongoing nature.

On completion of your matter or termination of LSL’s services, a letter and an invoice will be sent to you.

## LSL’s invoices are payable within 7 days of receipt.

You authorise LSL to deduct costs from funds held as a deposit.

If you have difficulty meeting these terms please contact LSL immediately to discuss your circumstances.

If an account is not paid, LSL reserve the right to:

- (a) charge interest at the rate of 20% per annum; and
- (b) refer the account to a Collection Agency and all costs incurred in the collection of the debt will be added to your outstanding account.

Should your outstanding account be referred to a Collection Agency, please be aware that, in signing this document, you consent to the disclosure of your personal information to that Collection Agency. This disclosure is limited to Full Name, Date of Birth, Residential Address, Place of Work and any other means to contact you that LSL has on file.

LSL will hold in confidence all information concerning you and your affairs that LSL acquire during the course of working with you.

## Termination

LSL may terminate your engagement in any circumstances. If LSL’s services are terminated, you must pay LSL all the fees due after the date of termination and all expenses incurred up to that date.

## Disclaimer

While every care is taken to ensure that all services are reliably and accurately detected and located, LSL acknowledge the level of technology utilised for these services coupled with variable conditions and unknown interferences can affect LSL’s findings. In light of the above, LSL make no warranty, guarantee or assurance as to the full accuracy of the results that are produced from LSL’s testing.

## General

These terms apply to any current engagement and also to any future engagement, whether or not LSL send you another copy of them. LSL’s relationship with you is governed by New Zealand law.

## Consumer Guarantees Act

Where the provisions of the Consumer Guarantees Act 1993 apply, the provisions of these conditions will be read subject to the application of that Act and in the case of any conflict, the provisions of that Act will apply.

Where the consumer is a business (as “business” is defined by the Consumer Guarantees Act 1993), it is agreed that it is acquiring LSL’s services for the purpose of a business and that Consumer Guarantees Act **does not** apply.

## Project Postponement or Cancellation

Any changes that you initiate to LSL’s services at short notice may incur a fee.

## Limitation of Liability

Conditions and warranties implied by law which cannot be excluded apply, but only to the extent required by law. All other implied conditions, warranties and rights, including any implied by custom, usage or other circumstances are expressly excluded.

To the extent permitted by law, LSL’s liability for breach of such warranties or conditions is limited.

LSL is not liable to you in respect of any indirect loss or consequential loss suffered by you.

## Confidentiality

LSL will hold in confidence all information concerning you and your affairs that LSL acquire during the course of working with you.

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## Acceptance of Terms

The Terms of Trade recorded above are the terms upon which LoKate Services Limited agrees to work for you. You accept such terms if you sign below or if you instruct LoKate Services Limited to proceed with your job after LoKate Services Limited have provided you with a copy of this document.

Name of Customer: \_\_\_\_\_ Date of Birth: \_\_\_\_\_  
Address: \_\_\_\_\_ Home Phone: \_\_\_\_\_  
Mobile Phone: \_\_\_\_\_ Work Phone: \_\_\_\_\_  
Email: \_\_\_\_\_  
Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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## GUARANTEE

### TO: LoKate Services Limited

In consideration of LoKate Services Limited at my request agreeing to supply .....  
("the Customer") with goods and services from time to time for the purposes of its business, I hereby:

1. Unconditionally guarantee to LoKate Services Limited the due and punctual payment by the Customer of all moneys as and when they shall become due and payable by the Customer by LoKate Services Limited in respect of the purchase price of the goods and services and the due observance and performance by the Customer of all its obligations in respect of any agreements between LoKate Services Limited and the Customer.
2. Agree that although my liability under this guarantee as between me and the Customer is as surety only, I shall be liable as a principal debtor to LoKate Services Limited and my liability will not be discharged, abrogated, prejudiced or affected by any of the following:
  - the granting of time, credit or any indulgence or other concession to the Customer;
  - by the release, abandonment, waiver, variation, establishment or relinquishment of any securities or any rights that LoKate Services Limited may have against the Customer;
  - any alteration, modification, variation or addition to any agreement relating to the supply of goods or services or the relationship between LoKate Services Limited and the Customer;
  - any change in the shareholding or directorship of the Customer or the receivership or liquidation of the Customer;
  - any other act, event or omission which but for this clause might operate to discharge, impair or otherwise affect this guarantee and my obligations contained in this guarantee or any of the rights, powers or remedies conferred upon you by this guarantee or by law.
3. Agree that this guarantee shall be an irrevocable and continuing guarantee and shall remain in full force and effect until the Customer has paid LoKate Services Limited all moneys due in respect of the goods or services or under any agreement between LoKate Services Limited and the Customer.
4. Agree to waive any rights of subrogation in respect of any security held by LoKate Services Limited in respect of the Customer's obligations to LoKate Services Limited until the Customer has paid all moneys due to LoKate Services Limited in respect of the goods and all other obligations under any agreement between LoKate Services Limited and the Customer.

SIGNED by ..... the Guarantor \_\_\_\_\_

in the presence of:

\_\_\_\_\_  
Name:  
\_\_\_\_\_  
Occupation:  
\_\_\_\_\_  
Address:  
\_\_\_\_\_

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