

Terms and Conditions

These Terms and Conditions ("Terms") govern the provision of underground utility locating and related services ("Services") by **TruePoint Locating** ("we", "us", "our") to the client ("you", "your"). By engaging our Services, you agree to be bound by these Terms.

1. Scope of Services

1.1 We provide underground utility locating, marking, reporting, and related advisory services using industry-standard equipment and methods. 1.2 Our Services are limited to non-invasive detection and interpretation based on available records, site conditions, and detectable signals at the time of service. 1.3 Unless expressly agreed in writing, we do not provide excavation, potholing, drilling, or physical verification of services.

2. Client Responsibilities

2.1 You must:

- Provide accurate and complete information about the site, scope, and intended works.
- Supply all available service plans, drawings, and records prior to the appointment.
- Ensure safe, clear, and legal access to the site.
- Identify and disclose any known hazards, live works, or site-specific risks.

2.2 You remain responsible for compliance with all applicable health and safety laws, including safe digging practices and permit requirements.

3. Scheduling and Access

3.1 Appointment times are estimates only and may vary due to site conditions, weather, equipment issues, or unforeseen delays.

3.2 If access to the site is not available at the scheduled time, or conditions prevent completion of the Services, a call-out or cancellation fee may apply.

3.3 You must ensure the work area is reasonably clear of obstructions to allow accurate locating.

4. Accuracy and Limitations

4.1 Underground utility locating is an interpretive and probabilistic service. Not all utilities can be detected.

4.2 Factors that may limit accuracy include:

- Incomplete or inaccurate records
- Non-metallic services without tracer wires
- Signal bleed or interference
- Ground conditions, depth, congestion, and nearby structures

4.3 Markings, plans, and reports represent approximate positions only and must not be relied upon as exact locations or depths.

5. No Dig Guarantee

5.1 Our Services do not constitute a "no-dig" or damage-prevention guarantee.

5.2 You must verify all located services by hand excavation or other approved non-destructive methods prior to mechanical excavation.

6. Health and Safety

6.1 We will take reasonable steps to comply with applicable health and safety obligations while on site.

6.2 You are responsible for maintaining a safe working environment and ensuring all required inductions, permits, and traffic management are in place.

6.3 We reserve the right to suspend or terminate Services if site conditions are unsafe.

7. Fees and Payment

7.1 Fees are as quoted or as otherwise agreed in writing.

7.2 Additional charges may apply for:

- Extended time on site
- Additional areas or scope changes
- Repeat visits due to incomplete information or site access issues

7.3 Payment terms are 14 days from invoice date.

7.4 Late payments may incur interest and recovery costs as permitted by law.

8. Cancellation and Rescheduling

8.1 Cancellations or rescheduling with less than 24 hours' notice may incur a fee.

8.2 We may reschedule due to weather, equipment failure, illness, or circumstances beyond our control.

9. Reports and Intellectual Property

9.1 All reports, drawings, and data produced remain our intellectual property unless otherwise agreed in writing.

9.2 You are granted a non-transferable licence to use deliverables solely for the project for which they were prepared.

10. Confidentiality

10.1 Each party must keep confidential any commercially sensitive or proprietary information received from the other party.

10.2 This obligation does not apply to information that is public or required to be disclosed by law.

11. Liability and Indemnity

11.1 To the maximum extent permitted by law, we exclude all warranties not expressly stated in these Terms. 1

11.2 Our total liability for any claim arising from the Services is limited to the amount paid by you for the specific Services giving rise to the claim.

11.3 We are not liable for:

- Indirect or consequential losses
- Loss of profit, business, or data
- Damage to utilities or property where our markings or reports were not verified prior to excavation

11.4 You indemnify us against claims, losses, or damages arising from:

- Your failure to comply with these Terms
 - Your excavation or construction activities
 - Reliance on our Services without proper verification
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12. Force Majeure

12.1 We are not liable for delays or failure to perform due to events beyond our reasonable control, including extreme weather, natural disasters, or government actions.

13. Termination

13.1 Either party may terminate the Services on written notice if the other party materially breaches these Terms and fails to remedy the breach within a reasonable time.

13.2 Upon termination, you must pay for all Services performed up to the termination date.

14. Governing Law

14.1 These Terms are governed by the laws of **New Zealand**, and the parties submit to the non-exclusive jurisdiction of the New Zealand courts.

15. General

15.1 These Terms constitute the entire agreement between the parties regarding the Services. 15.2 Any variation must be agreed in writing.

15.3 If any provision is invalid or unenforceable, the remaining provisions remain in full force.