

## Terms and Conditions of Trade

**\*\*Entity:\*\*** Underground Cable Service (hereinafter referred to as “the Company”)

**\*\*Website:\*\*** www.ucs.nz

### 1. Services Provided

The Company provides underground utility locating, cable fault finding, and related consultancy services. We utilize industry-standard technology such as Time Domain Reflectometer (TDR) and Electromagnetic Induction (EMI) to identify subsurface infrastructure.

### 2. Accuracy and Limitations of Technology

2.1 **\*\*Interpretive Science:\*\*** The Client acknowledges that underground locating is an interpretive science. Results are based on signals received by equipment, which can be obscured by soil density, moisture, material type (e.g., non-metallic pipes), and electromagnetic interference.

2.2 **\*\*No Absolute Guarantee:\*\*** While the Company uses high-precision equipment, we cannot guarantee that 100% of underground services will be detected. Depth readings are estimates only and should never be relied upon for mechanical excavation.

2.3 **\*\*Target Only:\*\*** Locates are valid only for the specific area and time requested by the Client.

### 3. Photographic Evidence and Documentation (Visual Proof)

3.1 **\*\*Recording of Work:\*\*** Upon completion of the locating service, the Company technician will take photographic and/or video evidence of all surface markings, flags, and paint applied within the search area.

3.2 **\*\*The Definitive Record:\*\*** These photographs serve as the Company’s definitive and final record of the location and status of markings at the time of departure from the site.

3.3 **\*\*Post-Departure Alterations:\*\*** The Company is not liable for any markings that are subsequently moved, removed, obscured, or altered by the Client, third parties (contractors), or environmental factors (rain, wind, traffic).

3.4 **\*\*Maintenance of Marks:\*\*** It is the Client’s responsibility to maintain and protect these physical markings until excavation is complete.

### 4. Client Responsibilities & Safe Digging

4.1 **\*\*Provision of Plans:\*\*** The Client must provide all available "as-built" drawings or utility maps prior to commencement.

4.2 **\*\*Verification (Potholing):\*\*** **\*\*Crucial Requirement:\*\*** Marking a utility does not permit immediate mechanical excavation. The Client agrees to verify the exact location and depth of any marked utility by “potholing” (hand-digging) or using hydro-excavation before utilizing any mechanical digging equipment.

4.3 **\*\*Access:\*\*** The Client must ensure safe and unobstructed access to the site at the agreed-upon time.

## 5. Liability and Indemnity

5.1 **Limitation of Liability:** To the maximum extent permitted by New Zealand law, the Company shall not be liable for damage to underground services that were:

- \* Not detectable by standard electronic locating equipment.
- \* Inaccurately recorded on plans provided by the Client/Third parties.
- \* Struck due to the Client's failure to verify markings by hand-digging.

5.2 **Consequential Loss:** The Company is not liable for indirect or consequential losses, including project delays, loss of profit, or business interruption.

5.3 **Total Liability Cap:** The Company's total liability for any claim shall not exceed the total fee paid by the Client for the specific service in question.

## 6. Health and Safety

The Company operates in accordance with the **Health and Safety at Work Act 2015 (HSWA)**. We reserve the right to suspend or cancel work immediately if the site environment is deemed unsafe or if the Client fails to manage site-specific risks.

## 7. Fees, Payment, and GST

7.1 **Payment Terms:** Invoices are payable by the [20th of the month following OR 7 days from] the date of invoice.

7.2 **Interest:** The Company reserves the right to charge interest at a rate of [3]% per month on any overdue accounts, including all costs of collection.

7.3 **GST:** All prices are quoted in NZD and are subject to GST unless otherwise stated.

## 8. Cancellations

Cancellations made within [24/48] hours of the scheduled appointment may be subject to a "Short Notice Cancellation Fee" to cover mobilization and lost scheduling.

## 9. Consumer Guarantees Act (CGA)

9.1 **Business Use:** Where the Client is acquiring services for the purposes of a business, the provisions of the **Consumer Guarantees Act 1993** shall not apply.

9.2 **Private Consumers:** If the Client is a private consumer, nothing in these terms limits their rights under the CGA or the Fair Trading Act 1986.

## 10. Intellectual Property

All reports, digital data, and maps produced by the Company remain the property of the Company until all outstanding invoices related to those services are paid in full.

## 11. Governing Law

These Terms and Conditions are governed by the laws of **New Zealand**. Any disputes shall be subject to the exclusive jurisdiction of the New Zealand courts.

