

Terms and Conditions

1. This agreement governs the provision of cable and other underground locating services ("the services") by Bay Locate Limited to the person or organisation named on the front of this form ("you").
2. You warrant that the services are acquired by you for business purposes only.
3. You acknowledge that the services are intended to assist in locating cables shown on plans provided by service companies. The procedures and equipment used in providing the services are not designed for the purpose of detecting unknown cables or other underground services and cannot be relied on for that purpose.
4. Plans provided by the service companies give no more than a general guide as to the location of cables or other underground services at the time of installation. The plans may not have been updated.
5. The accuracy of the procedure and equipment used by Bay Locate Limited can vary. You may not assume that any cable or other underground services lies in the position indicated by Bay Locate Limited. In addition, the equipment and procedure do not provide a reliable guide as to the depth of any cable or other underground services.
6. You must therefore confirm the position and depth of all cables and other underground services by careful digging with hand tools or hydro excavation prior to machine excavation.
7. Bay Locate Limited is in no circumstances liable for any damage to or disturbance of cables or services, or for any injury, loss or other consequences of such damage or disturbance, including (without limitation) for loss of use, data, production, profit, revenue, business, contract or anticipated saving, damage to goodwill, reputation or share price, loss of customer or customer losses, loss by reason of full or partial shutdown or non-operation, or for any delay, financing costs or increase in operating costs or any economic loss or for any special, indirect or consequential loss or damage which may be suffered by you, or by any other person or organisation including (without limitation) any operator, owner, customer, service company, contractor, city council or subscriber. You will at all times indemnify Bay Locate Limited against any liability for any such loss or damage, injury, and for all consequences thereof.
8. Without prejudice to the above provision, if Bay Locate Limited should in any circumstances have any liability to you in tort, contract or otherwise in connection with the services, its liability shall be confined to damages in a maximum sum not exceeding the moneys actually paid to Bay Locate Limited by you for the services.
9. The above protections and indemnities also apply for the benefit of all employees, officers, agents, and contractors of Bay Locate Limited.
10. You acknowledge that this document contains the entire agreement between you and Bay Locate Limited, and that no representation, warranty, or other stipulation inconsistent with this document is expressed or implied on the part of Bay Locate Limited.