

## **Introduction**

These terms of engagement are the standard terms on which Rad Surveying Ltd (“we”) provide land surveying and professional consulting services to clients.

Usually, we provide our services in relation to a particular property. We typically refer to our services in relation to a particular client and property as a “Job”.

Our client on any particular Job will be the party identified as such in our initial communication with you or as otherwise agreed (“you”).

## **Agreement**

Subject to any different or additional terms agreed in writing, these terms will apply whenever you ask us to complete a Job for you. You do not need to sign any formal documentation to indicate your acceptance. It will be assumed from you continuing to engage us.

If you have any comments or questions about these terms or any related matters, please contact us. We welcome your feedback.

## **Scope of our role**

We will provide land surveying and associated professional consulting services within the scope of your instructions. This may or may not include planning services and some engineering design.

We will normally set out our understanding of your instructions in our initial communication with you. During our involvement if we need further instruction from you, we will advise you and may stop work until we have those instructions.

We will provide our services with the degree of skill, care and diligence reasonably expected of a professional consultant providing similar services.

We may subcontract parts of our services, but if we do, we will oversee the duties and responsibilities of the sub-contractor.

Depending on the nature of your Job, you may need the services of other consultants. We are happy to assist you to secure those services, but we are not responsible for doing so.

The provision of our services may depend on information that you provide, or information from other consultants or Councils or we may need physical access to the subject property. If we cannot complete our services due to an event or circumstance beyond our reasonable control (for example, an act of God, labour shortage, fire, flood, storm, explosion, earthquake, landslide, epidemic or quarantine restriction), we may suspend or delay the delivery of our services.

## **Who will work with you?**

Generally, a Surveyor will oversee your Job. He or she will likely involve others to assist as appropriate.

## **Fees and other charges**

Unless other arrangements are made, our fees reflect the time we spend on a Job, charged at our hourly rates, and adjusted where appropriate to reflect other factors. Those factors may include the specialised knowledge, skills or responsibility required, the amounts involved, the importance of the matter, the value delivered, urgency and the results achieved.

We can give estimates of the likely fees based on our experience with similar work. Estimates are given as a guide only and not as a fixed quotation. The actual time spent on a Job can be affected by a wide variety of factors for example: physical complexities of the site, the accuracy of information provided to us, the actions of other contractors, prompt communication, clarity of instruction, efficient project management, and adherence to decisions made. Upon request, we will also inform you periodically of the level of fees incurred or estimate the fees to complete.

We also charge for general office services and for disbursements incurred on your behalf.

- General office services include printing, telephone and data communications, subscriptions and similar. These are charged at a standard rate equal to 3% of our fees.

- Disbursements include out-of-pocket expenses such as travel, survey pegs, data searches, registration costs, Council fees, fees of other professionals and similar.

Unless we state otherwise, our stated rates and any estimates of cost do not include goods and services tax (GST) and disbursements. GST is charged as and when required by law.

For a variety of reasons, some instructions are not completed. If this occurs, we will charge you for the work undertaken and costs incurred up to the time of termination.

In some circumstances, we may be required to incur additional time or expense following the completion or termination of a Job. We will charge for this in the normal way.

We are happy to discuss any aspect of our fees and charges with you at any time.

### **Invoices**

Our general practice is to issue interim invoices monthly for work done during the month prior. We will also issue invoices for work completed to get to project milestones, in advance of incurring a cost on your behalf and at the end of the Job.

Invoices will usually be payable 14 days of the date of invoice, or we may require payment before finalising a project milestone for you.

If an invoice is not paid when it is due, we may choose to:

- Not do any further work, and to retain custody of your papers or files, until all accounts are paid in full;
- On payment, not resume work until a period has passed that is equivalent to the period between the due date of the invoice and payment;
- Charge interest up to 12% per annum on any amount outstanding one month after the due date of the invoice.

You will be liable for all costs associated with the collection and recovery of your unpaid invoice. This will include our legal costs.

If you do not pay your account with us we may inform Survey & Spatial New Zealand (S+SNZ), (a professional body for surveyors of which we are a member) in order that other members may be made aware, or advise any member who may make enquiry with us.

### **Conflict of interest**

If a conflict of interest or potential conflict arises, we will consult with you about the best way to resolve the matter.

### **Completion of another member's work**

To fulfil our obligations as a member of S+SNZ, where you approach us to complete or review work undertaken by another member, we will first contact the other member to ascertain that your arrangements with them have been completed.

### **Electronic communications**

We will communicate with you and others involved in your Job by electronic means. These communications can be subject to interference or interception or contain viruses or other defects ("corruption"). We do not accept responsibility and will not be liable for any damage or loss caused in connection with the corruption of an electronic communication.

If you have any doubts about the authenticity of any communication or document purportedly sent by us, please contact us immediately.

### **External information and other consultants**

When working on your Job, we may rely on, or provide you with information or recommendations from third parties (e.g. other consultants, public records). This information may not always be accurate or complete. We

do not accept responsibility and will not be liable for any loss or damage caused by errors or omissions in information or recommendations obtained from third parties.

### **Files and documents**

We own copyright in all documents or work we create while performing our services but, if you have paid our invoices, grant you a non-exclusive license to use and copy the documents. However, you may not allow any third party to use the documents without our permission.

We will store your files, documents, and personal information in any format we choose at our office or at premises outside our office, including online storage located within or outside New Zealand, which may be operated by independent service contractors. We do not accept responsibility and will not be liable for any damage or loss caused by third parties.

### **Privacy**

Personal information is information about an identifiable individual and includes the individual's name, address, email address and telephone numbers. We collect that information about you when you interact with us.

We collect personal information to complete your Job and communicate with you. We may use personal information for internal business purposes such as invoicing, making payments to you or on your behalf and debt recovery (i.e. disclosing information to debt collectors). Provision of personal information is voluntary but if you do not provide full information this may impact on our ability to provide our services to you.

When you visit our website, we collect general user information such as users internet protocol addresses, browser type and internet service provider details and other technical information. We use this information to administer the website and to gain a better understand of our users and how they use the site. However, this is not personal information.

You have the right to access and correct your personal information. Please contact us at [admin@radsurveying.co.nz](mailto:admin@radsurveying.co.nz) to do this.

For more information, please refer to our Privacy Policy at [www.radsurveying.co.nz](http://www.radsurveying.co.nz).

### **Health and Safety**

We may need to visit your property to complete our services for your Job. You should take all reasonably practicable steps to ensure the property is safe and free of hazards and you should inform us of any hazards you are aware of.

### **Liabilities and Insurance**

To the extent allowed by law, our aggregate liability to you (whether in contract, tort, equity, or otherwise) in connection with our services or the Job, is limited to the amount available to be paid out under any relevant insurance held by us, up to a maximum of \$2,000,000.

We do not accept responsibility and will not be liable for any indirect, consequential or special loss or damage (including loss of profit), or for any loss of savings, opportunities or data.

We hold insurance cover to the value of \$2,000,000.

### **Termination**

We or you may terminate our engagement at any time by giving a reasonable period of notice. You will pay our fees for work done and for other charges incurred up to the time of termination.

The enforceability of this agreement is not affected by termination or by any changes to our company.

### **Complaints**

Your feedback is helpful to us. If you would like to comment on any aspect of the service provided by us, including a complaint, please raise this as soon as possible with the person to whom they relate. They will respond to your concerns as soon as possible. If you are not satisfied with the way that person has dealt with your complaint, please raise the matter with the Director, or with the Business Manager. We will inquire into

your complaint and endeavour in good faith to resolve the matter with you in a way that is fair to all concerned.

Because we are members of Survey and Spatial NZ, if you feel our conduct has been unprofessional or a breach of the Code of Ethics you may make a formal written complaint to the Survey and Spatial NZ National Office, PO Box 5304, Lambton Quay, Wellington 6145.

**Law, jurisdiction and assignment**

These terms of engagement and any other agreement we have with you are governed by New Zealand law and are subject to the exclusive jurisdiction of the New Zealand courts. You may not transfer or assign your rights or obligations under these terms or in relation to any engagement of us on any matter.

**Changes to these terms of engagement**

These terms of engagement will be deemed to be modified to the extent necessary to comply with applicable legislation and the Code of Ethics in force from time to time. We can make other changes to these terms of engagement; in which case we will publish the amended terms of engagement on our website.