

## Terms and Conditions Of Underground Utility Locating

1. This agreement governs the provision of underground utility locating services by Pathfinder. Pathfinder is a trading name of the legal entity Boyer Consultancy Limited. All references to Pathfinder also refer to Boyer Consultancy Limited.
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 underground utilities and are provided as a guide only. The equipment used in providing the services are not designed for the purpose of detecting underground utilities, and cannot be relied on for that purpose. The equipment is designed to detect Electromagnetic Fields and differing soil densities.
4. Pathfinder locators will locate for underground utilities within the provision of Pathfinder Standard Operating Procedures with the exception of item 5. Attempts to locate outside the provision of Standard Operating Procedures cannot be relied upon for accuracy.
5. At your request and with your acknowledgement of item 4 underground utility locating can still be carried out if all or any of the Standard Operating Procedure conditions are not met.
6. The accuracy of the procedure and equipment used by Pathfinder can vary. You may not assume that any marked underground utility lies in the position indicated by Pathfinder. In addition the equipment does not provide a reliable guide as to the depth of any cable or other underground service.
7. Pathfinder is in no circumstances liable for any damage to or disturbance of underground utilities, 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, or subscriber, You will at all times indemnify Pathfinder against any liability for any such injury, loss or damage, and for all consequences thereof.
8. Without prejudice to the above provision, if Pathfinder 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 Pathfinder by you for the services.
9. The above protections and indemnities also apply for the benefit of all employees, officers, agents and contractors of Pathfinder.
10. You acknowledge that this document contains the entire agreement between you and Pathfinder, and that no representation, warranty or other stipulation inconsistent with this document is expressed or implied on the part of Pathfinder.
11. All amounts payable by the Client shall be paid by the end of the month following the invoice date. Late payment will constitute a default, and the Client shall pay default interest on overdue amounts from the date payment falls due to the date of payment at the rate of 18%, and in addition the costs of any actions taken by Pathfinder to recover the debt.
12. All persons, companies, partnerships, business entities or otherwise procuring Pathfinder underground utility locating services does so on the acknowledgement they have read, understand, agree and accept the Terms And Conditions Of Underground Utility Locating.

**Underground Utility markouts are a guide only.**

**All persons excavating or drilling do so at their own risk.**