

INSTRUCTION CONFIRMATION FORM



Job No.: _____

P.O.Box 143
Warkworth 0941

This form confirms your instructions that you wish to engage Warkworth Surveyors Ltd to provide the professional services described below and in any accompanying correspondence. Thank you for this instruction. It will receive our best attention. Please check that the following information is correct or completed as is necessary:

CLIENT DETAILS

Client*: _____
Contact Name: _____
Postal Address: _____
Post Code: _____
Physical Address: _____
Phone No:s: _____
Email: _____

Please indicate if you would prefer to receive our accounts via email by ticking this box: ☐

* For billing purposes please ensure the correct legal entity is entered

INSTRUCTION DETAILS

Scope of Work: _____

Job Address: _____
Legal Description: _____
Local Authority: _____
Project Director: _____ Signed: _____ Dated: _____

SOLICITOR'S DETAILS (only required for subdivision or new title surveys)

Name: _____
Firm: _____
Postal Address: _____
Phone: _____ Email: _____

Conditions of Engagement and Basis of Professional Charges:

Fees are charged out on time basis at standard hourly rates plus GST. These rates vary according to staff qualifications and experience. Disbursements such as mileage, printing, copying, communications and survey consumables are charged out at standard unit rates plus GST.

Accounts for fees and disbursements will be forwarded at monthly intervals to the value of the work completed. Unless agreed otherwise, accounts are generally payable on the 20th of the month following the date of invoice, with any queries to be made within 10 days.

Our services will be provided under our Standard Conditions of Engagement. These are available on our web site www.wwsurveyors.co.nz or we are happy to provide you with a hard copy.

Estimated Fee: _____ Excluding disbursements and GST

(Note that this is not a quotation)

Estimated Start Date: _____

I/We agree to engage Warkworth Surveyors Ltd to undertake the work outlined above and understand and agree with their Standard Conditions of Engagement.

Client's signature: **Date:**

STANDARD CONDITIONS OF ENGAGEMENT



The following conditions are standard to all engagements of Warkworth Surveyors Ltd

1. BRIEFING INFORMATION

The employer or their Principal shall ensure that the instructions and requirements are clearly and unambiguously conveyed to Warkworth Surveyors Ltd and that all supporting data is complete and accurate.

2. INVOICING AND PAYMENTS

Resource Consent: Fees associated with the preparation of the Resource Consent application should be received by us prior to the submission of the Resource Consent application with the Local Authority.

Cadastral Survey: Fees associated with a cadastral survey dataset should be received by us either prior to the lodgement of the plans and documents with Land Information New Zealand or forwarding to your solicitor.

Warkworth Surveyors Ltd shall be entitled to charge on a monthly basis to the full value of the work completed. Accounts not paid by the 20th day of the month following the date on the invoice may be subject to interest at 2.0% per month. Accounts unpaid within 90 days of the date of receipt will be regarded as delinquent and the costs of any legal or other debt collecting fees incurred in collecting any delinquent account will be added to the account.

3. LIABILITY

Warkworth Surveyors Ltd shall not be liable for the commercial performance of the project, or for any loss or damage arising by reason of any delay in completion of the project or for any loss of profits, or for any indirect or consequential loss of whatever nature.

Subject to the limitations imposed by the Consumers Guarantees Act 1993, our liability shall be limited to direct loss or damage arising from proven negligence in performance of the services for which we are engaged and, if Warkworth Surveyors Ltd or any sub consultant shall be found liable to the Employer (whether under the express or implied terms of this agreement and whether in negligence or otherwise in common law) for any costs, loss or damage suffered by the employer however caused and of whatever nature, arising out of or connected with the performance or failure of performance of services by Warkworth Surveyors Ltd or any sub consultants, then the maximum amount of that liability in total for the aggregate of all such claims shall be limited to the lesser of 5 times the fee for the services (excluding disbursements) or \$100,000. The limitation shall apply to every claim whether it arises from contract or tort including negligence or otherwise. The liability of Warkworth Surveyors Ltd or a sub consultant to the employer against loss or damage as aforesaid shall be reduced proportionately to the extent that any omissions of the employer contributed towards any such loss or damage.

For the purpose of the conditions:

a. The expression 'Warkworth Surveyors Ltd' shall include all employees of Warkworth Surveyors Ltd.

b. The expression 'Sub consultant' shall include all parties engaged by Warkworth Surveyors Ltd or by other sub consultant to perform any part of the services provided for by this engagement and all employees of the sub consultant.

These terms shall be construed as conferring a benefit on, and being enforceable at the suit of, every such party, whether part of this contract or not. Warkworth Surveyors Ltd disclaims responsibility for the services provided where variations are made to our design or recommendations without our authorisation, or for loss resulting from misinformation or misdirection by the employer or his or other consultants or from statutory or other authorities.

4. DISBURSEMENTS

Disbursements or payments made on behalf of the client, such as LINZ fees, will not be subject to a service charge. However, as per Item 2 above, we may charge interest if our account is not paid by the 20th day of the month following the date on the invoice.

5. ADDITIONAL OBLIGATIONS FOR AGENTS

If the employer is acting as agent (whether in the capacity of engineer, architect, contractor or the like) then the employer shall be absolutely responsible for passing on to its Principal all advice given and copies of documents provided by Warkworth Surveyors Ltd to the employer.

6. COPYRIGHT AND USE OF DOCUMENTS

Copyright in all documents and in the works executed from them, will remain the property of Warkworth Surveyors Ltd. The employer shall be licensed on payment of all fees and other job costs due to Warkworth Surveyors Ltd to use the documents only for the specific purpose for which they were prepared. The employer shall not enter into any contract with nor make any representations to a third party or third parties which describe Warkworth Surveyors Ltd's duties and responsibilities in a manner inconsistent with the terms of this agreement.

7. HOURLY RATES

Time based professional charges will be made in accordance with current hourly rates except for any increase occurring during the commission as a result of any general wage or salary review and for special charges should overtime be necessary in order to meet the employer's requirements.

8. ESTIMATES

The estimated fee and estimated completion date where given have been assessed in the light of information currently known to Warkworth Surveyors Ltd. The estimated fee is not a quotation, and the estimated completion date is not an undertaking by Warkworth Surveyors Ltd to complete by that date. If revised estimates become necessary these will be provided if possible.

9. SERVICES PROVIDED

Warkworth Surveyors Ltd shall perform its services in accordance with the reasonable standard of skill, care and diligence generally exercised by the relevant profession in New Zealand subject to any financial, physical, time or other constraints imposed by the employer or necessarily resulting from the nature of the engagement.

Warkworth Surveyors Ltd may be required to inspect works being constructed. Unless otherwise agreed in writing, this service shall be limited to periodic site visits to assist in interpreting the design and to observe whether the works for which Warkworth Surveyors Ltd is the professional adviser are being carried out in general accordance with the contract documents. Any such observation shall not transfer to Warkworth Surveyors Ltd any of the responsibilities of a contractor and shall not in any way limit the responsibilities of a contractor to carry out the works in accordance with this contract.

10. RELATIONSHIP WITH CLIENT

The terms of these Conditions of Engagement shall be binding on the party for whose ultimate benefit the services are to be performed, (referred to herein as the 'Principal') whether or not the Principal is the party by whom Warkworth Surveyors Ltd is engaged. Where Warkworth Surveyors Ltd is appointed by an adviser to the Principal or by some other representative acting on behalf of the Principal, then:

a. Where the adviser or other representative is acting or purports to act as agent for the Principal, then the Principal shall be the employer and the adviser or other representative acknowledges that he is the duly authorised agent of the employer and accepts these conditions on behalf of the employer.

b. Where the adviser or other representative does not act as agent for the Principal, then the adviser or other representative undertakes that he will contract with the Principal, for the benefit of the parties referred to in Section 3 to the effect that the terms of Section 3 of these conditions shall apply to any claim by the Principal as if the Principal were the employer and the adviser or other representative shall be liable to the parties referred to in Section 3 for any failure to obtain the benefit of such a contract.

Whether or not the adviser or other representative by whom Warkworth Surveyors Ltd is appointed is acting as agent for the Principal, the party by whom Warkworth Surveyors Ltd is appointed shall be responsible for payment of all fees and job costs and undertakes to indemnify Warkworth Surveyors Ltd for any unpaid fees, job costs, interest or charges.

11. POSTPONEMENT OF SERVICES AND TERMINATION OF ENGAGEMENT

Any agreement between Warkworth Surveyors Ltd and the employer may be postponed or terminated by either party, on the expiration of reasonable notice given in writing. Upon receipt of such notice from the employer, Warkworth Surveyors Ltd shall take immediate steps to bring the services to a close and to reduce expenditure to a minimum. Upon postponement of the services or termination of the engagement, Warkworth Surveyors Ltd shall be entitled to payment of fees and other job costs up to the effective date of postponement or termination and such further fees and costs incidental to the orderly termination of the services.

12. SETTLEMENT OF DISPUTES

In the event of any dispute arising between Warkworth Surveyors Ltd and the employer, including the interpretation of this contract, the matter in dispute may be referred to the final decision of a sole arbitrator to be appointed by the parties. If the parties fail to agree, within one month of one party giving notice in writing to the other party of the dispute to be referred to arbitration, then either party may request the President of the Institute of Surveyors, New Zealand, to appoint an arbitrator and the arbitrator shall be so appointed.