



Lim Surveyors Ltd

228a Ellerslie Panmure Highway
P O Box 11-801, Ellerslie, Auckland 1542
Website: www.limsurveyor.co.nz
Email: limsur@xtra.co.nz
Ph: 09-5891981 Fax: 09-5891983

Jimmy Z Lin

Director
Licensed Cadastral surveyor
Registered Professional Surveyor
M Surv, B Surv (Otago), MNZIS

TERMS & CONDITIONS OF TRADE

1. Responsibilities of Lim Surveyors Ltd

- 1.1 Lim Surveyors Ltd shall endeavour to perform the services by the agreed date.
- 1.2 Lim Surveyors Ltd shall exercise the degree of skill, care and diligence normally exercised by Surveyors in similar circumstances.
- 1.3 The obligation on Lim Surveyors Ltd to perform the services by the expected completion date is subject to:
 - 1.3.1 The Client complying with the responsibilities of the Client as set out in clause 2.
 - 1.3.2 The Local Authority and Land Information NZ (or other related Authorities) performing their respective obligations within a reasonable time.
 - 1.3.3 Weather conditions.

2. Responsibilities of the Client

- 2.1 shall provide to Lim Surveyors Ltd all information which may be relevant to the provision of services
- 2.2 shall pay to Lim Surveyors Ltd for the services within the specified period as set out in this contract, interest may be charged on any amount owing after the due date at the rate of 2.5% per month
- 2.3 shall provide necessary conveniences for access to his or her property to perform the services.
- 2.4 shall pay the debt recovery fee in case the debt collection agency has to be used, and all the associated cost Lim Surveyors Ltd has spent on the debt chasing.

3. Copyright

- 3.1 Lim Surveyors Ltd has a security interest in all documents, plans until all of the fees and expenses related have been paid in full.

4. Liability

- 4.1 The liability of Lim Surveyors Ltd for damages or losses incurred in respect of its services shall be limited to the lesser of five times the value of fees or the sum of \$100,000.00.
- 4.2 No claim for any damages or losses resulting from Lim Surveyors Ltd may be made unless it is made within six years of the date of the cause of action accrued.
- 4.3 Lim Surveyors Ltd will not be liable for any damages or losses in respect of its services if this agreement is suspended or terminated due to clause 5.3.& 5.4.

5. Miscellaneous

- 5.1 Lim Surveyors Ltd shall not be liable for delay or failure to perform its obligations if the cause of the delay or failure is beyond its control.
- 5.2 Lim Surveyors Ltd has the right to review the quotation if the project has not finished within two years from the authorisation given to proceed due to the client's reason.
- 5.3 If the Client fails to pay the fees and expenses within specified period, Lim Surveyors Ltd may give the Client written notice requesting payment be made within seven days of the date of the notice. If the Client fails to remedy the request, Lim Surveyors Ltd may suspend all or part of the services or terminate this agreement without further notice.
- 5.4 The Client may request variations, suspend all or part of the services or terminate the agreement by notice to Lim Surveyors Ltd, who shall immediately make arrangements to take necessary precautions and minimise further expenditures.
- 5.5 Any suspension or termination shall not prejudice or affect the accrued rights or claims and liabilities of the parties.
- 5.6 Disputes between Lim Surveyors Ltd and the Client shall be referred to mediation first, and thereafter unresolved disputes shall be referred to arbitration in accordance with the Arbitration Act 1996.