

# Association of Australian Dial Before You Dig Services Limited

## Disclaimer / Indemnity

By entering and using the services provided in this website you agree to the following:

In consideration of the provision of new or ongoing services by AADBYDS and notwithstanding any other agreement of AADBYDS and you or the Member/Participant to the contrary or any representation of AADBYDS to the contrary, you acknowledge that, to the maximum extent permitted by law, AADBYDS, its employees, agents, contractors and consultants are not responsible for any liabilities, costs, claims or expenses in respect of personal injury, death or any damage to or loss of any property (including a user's or Member's/Participant's assets) or otherwise, including without limitation any consequential or financial loss whether or not as a result of a user of any of these services undertaking excavation or other activity or the provision of services or failure to provide services by AADBYDS, its employees, agents, contractors or consultants, including any negligent act or omission or default of AADBYDS, its employees, agents, contractors or consultants.

Without limiting the above, AADBYDS, its employees, agents, contractors or consultants are not responsible for:

(1) the currency, accuracy and completeness of information supplied by any Member/Participant to AADBYDS which may include information indicating the general location of its "fields of interests", being locations where the Member/Participant has underground assets;

(2) the currency, accuracy and completeness of information received by AADBYDS from any user of these services as to proposed excavation activity. AADBYDS merely facilitates communication between the users of these services and Members/Participants;

(3) the failure of any users of these services to avail itself of the AADBYDS service, and the failure of any user of these services to use or correctly or accurately interpret information supplied to it by any Member/Participant.

(4) any delays in respect of the delivery or supply by AADBYDS of information sought, as AADBYDS is reliant on the user and/or the Member/Participant to provide such information requested in a timely

manner.

To the maximum extent permitted by law, AADBYDS specifically excludes any conditions, terms or warranties that may be implied to, or in respect of the provision of these services, and to the extent that any such condition, term or warranty, or liability cannot be excluded, AADBYDS's liability for breach of such implied term, condition or warranty is limited to the resupply of the services provided by AADBYDS, or the payment of the cost of having the services supplied again.

You expressly acknowledge and agree that AADBYDS does not maintain information regarding underground or above the ground assets, and that AADBYDS merely facilitates communication and the exchange of information between the users of these services and the Member/Participants. AADBYDS will only inform the Member/Participant of enquiries in accordance with these terms. You acknowledge that there are owners of underground assets which do not participate in the referral service operated by AADBYDS and therefore agree that AADBYDS cannot, and does not, make any representations or warranties as to the accuracy, reliability or completeness of the information provided in response to an enquiry.

You indemnify AADBYDS, its employees, agents, contractors and consultants against all liabilities, costs, claims, expenses or loss (including consequential loss or purely financial loss) suffered by AADBYDS, its employees, agents, contractors or consultants arising from any incorrect or incomplete information provided to AADBYDS or the failure to provide information to AADBYDS.

You indemnify AADBYDS, its employees, agents, contractors and consultants against all liabilities, costs, claims, expenses or loss (including consequential loss or purely financial loss) suffered by AADBYDS, its employees, agents, contractors or consultants arising from the failure to use or correctly or accurately interpret information supplied to you by the Member/Participant.

AADBYDS does not represent or warrant that you or any user of this service will achieve any particular objective, or guarantee any outcome by using this service. Whilst every endeavour has been made to provide information that is accurate and reliable, AADBYDS provides this service in good faith and merely facilitates communication between the users of this service and Members/Participants.

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