



**Short Form Agreement For Drilling Services**

**Between:** CW Drilling & Investigation Ltd, (*Drilling Company*)

**And:)**

**Project:**

**Location:**

**Scope & Nature of the Services:**

- 1.
- 2.
- 3.

**Programme for the Services.**

**Fees & Timing of Payments:**

A cost estimate has been provided by CW Drilling & Investigation in their Fax dated ???. These costs will apply unless unexpected subsurface conditions are encountered or a change in drilling methodology is required. Under these circumstances variations to the cost estimate may apply. Account to be paid on the 20<sup>th</sup> of month following invoice date. Interest will be charged at 2%, per month on overdue accounts, plus collection costs, if applicable.

**Information or Services to be Provided by the Client:**

*The Client engages the Drilling Contractor to provide the services described above and the Drilling Contractor agrees to perform the services for the remuneration provided above. Both parties agree to be bound by the provisions of the Form Model Conditions of Engagement (overleaf) and variations noted below. Once signed, this agreement, together with the conditions overleaf and any attachments, will replace all or any oral agreement previously reached between parties.*

**Variations/special conditions to The Short Form Model Conditions of the Engagement (overleaf).**

**Client Authorised Signatory (ries):**

**Drilling Contractor Signatory (ries):**

**Print Name:**

**Print Name:**

**Date:**

**Date:**

## SHORT FORM MODEL CONDITIONS OF ENGAGEMENT

1. **Engagement:**  
The Client, hereby engages and employs the Drilling Contractor who agrees for and in consideration of the terms, provisions, conditions and agreements herein contained and for the price herein listed for the work specified in the tender documents and/or letter of engagement.
2. **Work method:**  
The Drilling Contractor shall, in discussion with the client, determine the time, manner, means, and method of doing the work.
3. **Right of Entry:**  
The Client hereby warrants that he/she has full right and authority to enter into this contract, and to authorise the Drilling Contractor to drill upon the land so described. The Client will provide at no charge to the Drilling Contractor, such space at the drill site and its proximity as the Drilling Contractor may desire, and indemnify the Drilling Contractor in the event of damage to crops, buildings, trees, fences, gates or any other property caused in gaining access to the drilling site or in the drilling operation and caused by the nature of the site.
4. **Drill Site:**  
The Client hereby takes full responsibility for selecting the exact site of the drilling. Should it be that earth conditions will not reasonably permit drilling of a hole in the spot located by the Client, or located in conjunction with the Drilling Contractor and the Drilling Contractor finds it necessary to make a move due to earth conditions, the price shall be at the same rate as herein mentioned for the first hole plus the full price for the new location and the hole.
5. **Below Surface Variables:**  
It is understood and agreed by both parties that neither can tell exactly what will be found underneath the surface of the earth and that the work of the Drilling Contractor and the price hereunder is subject to those conditions, which he may find underneath the surface therefore.  
  
The Drilling Contractor may be asked to assist and/or oversee the identification of underground services at the drill site however the Drilling Contractor will not accept liability or responsibility for damage to services thereafter.
6. **Statutory Requirements and Bylaws:**  
The Client accepts responsibility for all Government or Local Body requirements pertaining to or arising out of the work.
7. **Hourly Rates:**  
Standby Rates will be applicable should operation cease due to Client's request/fault.
8. **G.S.T.**  
Goods and Services Tax will be added to the quotation (over) at the rate ruling at the time.
9. **Arbitration:**  
In case any dispute or difference shall arise between the Client and the Drilling Contractor as to the construction or execution on the contract or as to any matter or thing of whatsoever nature arising thereunder or in connection therewith such dispute or difference shall be and the same is hereby referred to Arbitration. Written notice requiring a dispute or difference to be settled by Arbitration may be given by one party to the other at any time, and such notice shall specify the matter or matters at issue and give detailed particulars of the dispute or difference. Arbitration shall be by single Arbitrator or, if one cannot be agreed upon within twenty-one days after the service of the written notice aforesaid, by two Arbitrators (one to be appointed by the Client and the other by the Drilling Contractor) or an umpire. If one party has appointed an Arbitrator but the other party fails to so appoint within twenty-eight days after the service of the written notice aforesaid, then the party who has appointed an Arbitrator may appoint that Arbitrator to act as sole Arbitrator in the reference, and his award shall be binding on both parties as if he had been appointed by consent. The appointment of Arbitrators and the conduct of the Arbitration shall be in all respects as provided in the Arbitration Act 1908 or any amendment thereto or re-enactment thereof for the time being in force.