



Terms & Conditions

DURATION

1. This agreement will come into operation on the commencement date and will continue until the practical completion date has been reached, as quoted in the proposal and/or order, alternatively on such other reasonable date as agreed by the parties in writing unless terminated prior to such date by either party in accordance with the terms contained herein.
2. On the date of practical completion, ROOTS PLUMBING shall hand the work on the property over to the Client and render a final invoice in respect of the contract price. The Client shall be obliged to accept the work and the final invoice, subject to the Client's rights to insist on the repair of any defects that may be manifest itself as set out in this agreement.

PAYMENT

3. All quotations are valid for a period of 30 days from the date of receipt of the quotation.
4. The price for Services and/or Products and/or Materials is specified in the quotation and is inclusive of VAT, unless otherwise specified.
5. The terms for payment are as specified in the quotation.
6. A deposit of 50% (or as indicated on quote) of the quoted price will be required.
7. Payment of the balance of the quoted price will be made by the Client on delivery of the invoice, into the bank account nominated by ROOTS PLUMBING.
8. In the event of late payment by the Parties, interest will accrue at 10% (ten percent).
9. Services will be provided to the Client on the commencement date agreed to by the parties following acceptance of the quotation and payment of the deposit; but such date may be delayed at the choice of ROOTS PLUMBING if the deposit is still outstanding on the anticipated date of providing the services and/or products; or if there is any delays in the supply of products by ROOTS PLUMBING'S suppliers which cannot be directly or indirectly attributed to ROOTS PLUMBING.
10. ROOTS PLUMBING is entitled to vary the price taking the following into account:
 - (a) any additional Services and/or Products requested by the Client, which were not included in the original quotation;
 - (b) any unexpected increase in the cost of materials and/or products;
 - (c) any additional work required to complete the Services, which was not anticipated at the time of the original quotation.
11. Any price variation will be in writing to the Client for his / her approval.

OBLIGATIONS OF THE SERVICE PROVIDER (ROOTS PLUMBING)

12. The Service Provider will:
 - (a) Supply the Services and/or Products/Materials as specified in the quotation.
 - (b) Perform the Services with reasonable skill and care and to the highest standards and in accordance with recognized codes of practice.
 - (c) Comply with all relevant health and safety regulations.
 - (d) Be responsible for all waste management and disposal required in the course of providing the Services and/or Products.

- (e) Always clear and tidy the work area on completion.
- (f) Take all reasonable steps to protect furniture, floor coverings and any other valuables when providing the Services.
- (g) Where required, be registered with the relevant organization for the purpose of self-certification or notify building control to arrange for an inspection of the work carried out if so required to do so in terms of the relevant building regulations.
- (h) All work is under a 12 months guarantee after final handover.

OBLIGATIONS OF THE CLIENT

13. The Client will:

- (a) Provide unrestricted access to his / her property at the times specified for the duration of the project. Normal working hours are Mondays to Fridays, 08h00 – 17h00. Special arrangements will be made for work necessary to be completed on Saturdays, Sundays and Public Holidays.
- (b) Co-operate with all reasonable requests by ROOTS PLUMBING.
- (c) Not cause any unreasonable delays. Any standstill / delay caused by the Client shall be charged per hour of standstill as per our standard rates.
- (d) Provide electricity, water and toilet facilities to ROOTS PLUMBING for the purpose of completing the Services / Project.
- (e) Be responsible for any redecoration required after the Services/Products have been supplied, unless otherwise provided for in the quotation.
- (f) Ensure adequate ventilation in areas requiring indoor work.
- (g) Be liable for any expenses incurred by the Service Provider as a result of the Client's failure to comply with the obligations as defined in this Agreement.
- (h) Inform ROOTS PLUMBING of any faults or problems in respect of the services provided or products and/or materials supplied as soon as possible after such fault or problem is discovered within 12 months after final handover and signoff.
- (i) Ensure that payment of money due in terms of this Agreement is made in accordance with the provisions hereof.

OWNERSHIP

14. Ownership in any products and/or materials installed remains vested in ROOTS PLUMBING until the Client has paid all amounts owing in terms of the agreed upon quotation.

TERMINATION / CANCELLATION

- 15. The Service Provider is entitled to impose a reasonable cancellation fee in the event of cancellation before the commencement date or before the services are provided. The amount of such cancellation fee will depend on the nature of the order, the length of notice of cancellation before delivery, the reasonable potential to find alternative clients for the order and the reason for cancellation.
- 16. No refunds will be given on deposits in the event of cancellation in respect of products and/or materials that have already been ordered or products and/or materials that have been specially made to order.
- 17. The Service Provider reserves the right to cancel an order / booking if the Client breaches any material terms or conditions contained herein and after 20 (twenty) business days' written notice doesn't rectify such breach.

LIABILITY

- 18. ROOTS PLUMBING will not be liable for any delay in rendering any of the services pursuant to this agreement or any failure to render such service due to the negligence of the Client.
- 19. The Client indemnifies and holds ROOTS PLUMBING harmless against any claim of whatsoever nature which may be brought against ROOTS PLUMBING by any person as a result of death, injury, damage to or loss of property at any time arising out of or connected with the failure to provide the services, excluding a grossly negligent act or omission by ROOTS PLUMBING or its employees or agents.

20. It is agreed that no insurer will have any rights of subrogation against ROOTS PLUMBING and the Client agrees to notify its insurers of all the provisions of this clause.
21. ROOTS PLUMBING agrees to use all reasonable care in providing services and installing products and/or materials. Should ROOTS PLUMBING inform the client that damage may be caused to the premises during the provision of services, ROOTS PLUMBING will not be liable for the damage caused.

FORCE MAJEURE

22. Neither Party shall be in breach of this Agreement, where the inability to comply with any obligation is caused by *Force Majeure*. *Force Majeure* shall include, but is not limited to; war, riots, civil commotion, natural physical disaster, strike or industrial action by either Party's employees, any action by government or public authority, and circumstances wholly beyond the control of the Parties.
Notice of an occurrence of *Force Majeure* shall be given to the other Party as soon as possible, and shall include details of the event, and the likely effect it may have on either Party's obligations in terms of this Agreement. Should either Party be prevented from carrying out its contractual obligations for a continuous period of 14 (fourteen) days as the result of the occurrence of *Force Majeure*, this Agreement may, at the other Party's instance, be terminated on the expiry of the 14 (fourteen) day period.

WARRANTIES

23. Within 12 months after the supply of services and/or installation of all products and materials, ROOTS PLUMBING will repair or replace the defective equipment.
24. Should ROOTS PLUMBING repair existing equipment/installations, which has not previously been installed by ROOTS PLUMBING, and should same equipment/installation fail/break again, it is to be assumed that the equipment/installation requires replacement. This will not be covered by ROOTS PLUMBING warranty terms.
25. Neither party has given any warranty or made any representation to the other party, other than the warranties or representations which may be expressly set out in this agreement.
26. Parts used are under guarantee by the manufacturer/Supplier.
27. ROOTS PLUMBING cannot be held liable for any damages caused due to faulty manufacturing of the parts. They will however claim for a replacement of the faulty part and re-install it.

ACCEPTANCE OF QUOTATION

Customer Name:

Signature:

Date: