

CAPE LEAK DETECTION

Terms & Conditions

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1. INTRODUCTION

The following standard terms and conditions will determine the relationship between **CAPE LEAK DETECTION** and the **CUSTOMER** in respect of all work effected in terms of this document.

This agreement constitutes the sole record of the agreement between the parties in relation to the subject matter hereof. No party shall be bound by any express or implied term, representation, warranty, promise or the like not recorded herein. This agreement supersedes and replaces all prior commitments, or representations, whether oral or written, between the parties in respect of the subject matter hereof.

2. DEFINITIONS

- **AGREEMENT** - Means the contract between the Supplier and the Customer for the provision of the Services and/or Products incorporated in the quotation.
- **CONTRACT PRICE** - The amount payable in terms of the work to be effected at the property as quoted for in the accepted signed quotation.
- **CUSTOMER** - The owner, or occupier of the property at which the work is to be performed, alternatively the owner's agent who warrants that he is duly authorized to bind the owner.
- **EQUIPMENT** - Shall mean such as tools and machinery as may be necessary to execute the work.
- **MATERIALS** - All materials, appliances and apparatuses to be installed, or used in the execution of the work.
- **ORDER** - means the formal acceptance by the Customer of a quoted work proposal.
- **PRACTICAL COMPLETION** – This is the date on which the work has been completed and handed over to the CUSTOMER together with the final invoice in respect of the completed work.
- **PRODUCT** - In general, a product may refer to a single item or unit, a group of equivalent products, a grouping of goods or services, or an industrial classification for the goods or services.
- **PROPERTY** - The CUSTOMER'S property at which the work is to be effected and shall be deemed to be at the address reflected on the accepted signed quotation, unless the contrary is stated.
- **PROPOSAL** - means a statement of work, quotation or other similar document describing the Services and/or the Products.
- **SERVICE PROVIDER** - A **service provider** (CAPE LEAK DETECTION) is an entity that provides professional services to other businesses or individuals.
- **TECHNICAL DRAWINGS** - Architectural drawings prepared in respect of the work, if the work requires such drawings, which shall be supplied by the CUSTOMER, unless CAPE LEAK DETECTION is specifically instructed to have the drawings prepared by an architect, at additional fees as agreed upon.

- **TERMS AND CONDITIONS** - Means the terms and conditions of supply of Services and/or Products set out in this document.
- **WORK** - Shall mean all work to be effected in terms of this document by **CAPE LEAK DETECTION** at the specified property.

3. AGREEMENT

3.1. The CUSTOMER agrees that:

- (a) this Agreement represents the entire Agreement between the CUSTOMER and CAPE LEAK DETECTION and that any alterations or additions to this Agreement may not be effected, unless agreed to by both parties.
- (b) this Agreement will govern all future contractual relationships between the CUSTOMER and CAPE LEAK DETECTION.
- (c) this Agreement is final and binding and is applicable to services, products, material and all other goods relevant to the project.
- (d) this Agreement applies to all employees and sub-contractors of CAPE LEAK DETECTION.

3.2. Nothing in these Terms and Conditions shall affect the Customer's statutory rights as a Consumer.

3.3. The signatory hereby binds himself / herself in his / her personal capacity as Shareholder (in the case of a company), Member (the case of a close corporation) or Owner, Partner, or Proprietor, as co-principle debtor jointly for the full amount due to CAPE LEAK DETECTION and agrees this agreement will apply in the same way to him / her.

3.4. Notwithstanding the provisions of clause 3.1 above, all orders or contracts of sale, or agreed variations thereto, whether oral or in writing, shall be binding and subject to this agreement and may not be cancelled by the CUSTOMER.

3.5. The invalidity of any part of the Agreement shall not affect the validity of any other part.

3.6. The customer agrees to establish that products, materials and services appearing on the delivery note or / and invoice or prior delivery to any documentation are correct as per initial agreement and free of any defects.

4. PAYMENT DUE

- 4.1. The customer agrees that the agreed and approved amount appearing on the invoice shall be due unconditionally, and the payment shall be made immediately on receipt of the original invoice unless disputed by the client and subsequently proofed to be incorrect.
- 4.2. The customer has no right to withhold any payment due and the customer agrees that any extension of payment required, should be prior approved by an authorized member of CAPE LEAK DETECTION.
- 4.3. The Customer agrees that if an account is not settled within the agreed time period that CAPE LEAK DETECTION has the right to issue a Letter from a 3rd party demanding full payment of all outstanding debt **in terms of this Agreement**.
- 4.4. The Customer agrees that Cape Leak Detection Services **having the necessary court order** can enter into its premises to repossess any product and/or material delivered, and indemnifies CAPE LEAK DETECTION SERVICES against any damage, relating to the removal of repossessed items for which Cape Leak Detection Services **cannot reasonably be held accountable for**.
- 4.5. All material / products remain the property of CAPE LEAK DETECTION until all outstanding debts have been settled and the customer has no right to re-sell any of these items until his / her debt is settled.
- 4.6. The Customer will pay interest on late payments at the maximum rate as prescribed by the **Usury Act from** time to time.
- 4.7. All discounts will be forfeited if payment is not received immediately on receipt of original invoice.
- 4.8. CAPE LEAK DETECTION reserves the right to provide the national credit bureau with updated personal information.
- 4.9. Non-payment that results in legal action: The client will be responsible for all legal cost, interest, tracing and collection fees. The address given will be accepted as the service address for the client and all correspondence will be forwarded and delivered to this address.
- 4.10. CAPE LEAK DETECTION might exercise his lien in respect of payment for all amounts that may be due and owing in terms of the agreement and without prejudice to any other rights. CAPE LEAK DETECTION may have in Law, to lock the CUSTOMER out until such payment has been effected.
- 4.11. Only payments made into the official CAPE LEAK DETECTION 'S bank account as per the details reflected on the original quotation submitted from CAPE LEAK DETECTION 'S office via e-mail, hand delivered or fax will be recognized and accepted as formal payment. Only electronic fund transfer payments or cheques made out to the official CAPE LEAK DETECTION will be accepted.

5. PRICES AND QUOTATIONS

- 5.1. All quotations will remain valid for a period of fourteen (14) days from the date of receipt of quotation, or until the date of issues of any new price list, whichever occurs first, or, unless specified in writing by CAPE LEAK DETECTION .
- 5.2. The price for Services and/or Products / Materials is specified in the quotation and is exclusive of VAT, unless otherwise specified.
- 5.3. The terms for payment are as specified in the quotation.
- 5.4. A commitment deposit of 50% will be required on all quotations above R5 000.
- 5.5. Services will be provided to the Customer within a period of 2 days after the date of acceptance of the quotation and payment of the deposit; but such period may be extended at the choice of the Company if the balance of the purchase price is still outstanding on the anticipated date of providing the goods or services; or if there is any delays in the supply of goods by the Company's Suppliers which cannot be directly or indirectly attributed to the Company.
- 5.6. CAPE LEAK DETECTION is entitled to vary the price taking the following into account:
 - (a) any additional Services and/or Products requested by the Customer, 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.
- 5.7. Any price variation will be in writing to the customer for his / her approval.
- 5.8. No work will commence without an order number or letter of appointment. Telephonic instructions are deemed as official orders.
- 5.9. Quoted prices are subject to fluctuations in the exchange rate.

6. CUSTOMER OBLIGATIONS

- 6.1. The Customer must 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 and Saturdays, 08h00 – 13h00. Special arrangements will be made for work necessary to be completed on Sundays and Public Holidays.
- 6.2. The customer must co-operate with all reasonable requests by CAPE LEAK DETECTION.
- 6.3. The customer shall not cause any unreasonable delays, and any standstill / delay caused by the customer shall be charged per hour of standstill as per our standard rates.
- 6.4. The Customer to provide electricity, water and toilet facilities to CAPE LEAK DETECTION for the purpose of completing the Services / Project.
- 6.5. The accuracy of any measurements requested by the Supplier for the supply of Products only, shall be the responsibility of the Customer and any expenses incurred by the Supplier as a result of inaccurate sizes shall be met by the Customer.

- 6.6. The Customer shall be responsible for any redecoration required after the Services/Products have been supplied, unless otherwise provided for in the quotation.
- 6.7. Customer must ensure adequate ventilation in areas requiring indoor work.
- 6.8. The Customer shall be liable for any expenses incurred by the Supplier as a result of the Customer's failure to comply with the obligations as defined by these Terms and Conditions.

7. SERVICE PROVIDER (CAPE LEAK DETECTION) OBLIGATIONS

- 7.1. The Service Provider shall supply the Services and/or Products / Materials as specified.
- 7.2. The Service Provider shall perform the Services with reasonable skill and care and to the highest standards and in accordance with recognized codes of practice.
- 7.3. The Service Provider shall comply with all relevant health and safety regulations.
- 7.4. The Service Provider shall be responsible for all waste management and disposal required in the course of providing the Services and/or Products.
- 7.5. The Service Provider shall always clear and tidy the work area on completion.
- 7.6. The Service Provider shall take all reasonable steps to protect furniture, floor coverings and any other valuable when providing the Services.
- 7.7. The Service Provider shall take all reasonable steps to match any finish with existing materials such as internal plastering and external paving or similar materials but cannot guarantee that this will always be possible.
- 7.8. Where required, the Service Provider shall 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.
- 7.9. The Service Provider shall hold valid employer and public liability insurance policies.

8. MATERIAL, PRODUCTS AND EQUIPMENT

- 8.1. Unless differently specified, CAPE LEAK DETECTION shall provide all materials and equipment necessary for the proper execution of the work.
- 8.2. All materials, products and equipment shall be of the highest quality and standards as prescribe the latest SANS / SABS specifications.
- 8.3. Should the products ordered by the Customer have been superseded, replaced or otherwise became unavailable, CAPE LEAK DETECTION will offer alternative products at the prevailing price to those ordered by the Company, to the Customer, whom by approving such goods will have accepted that it will be provided in substitution of the original products ordered.
- 8.4. If the CUSTOMER supplies any material, products or equipment, and or accessories, CAPE LEAK DETECTION shall not be responsible for any defect thereto, nor the quality thereof. It, being agreed that CAPE LEAK DETECTION shall accept such materials, and accessories, in the condition in which it is delivered to be utilized in the execution of the work. Extra costs incurred through the use of defective materials or equipment supplied shall be for the CUSTOMER'S account.

- 8.5. During the execution of the work, the Customer shall take all reasonable steps to protect all material on his property from the risk of loss, theft or damage in CAPE LEAK DETECTION absence. In the event of loss, or theft the CUSTOMER agrees to replace such material, at his/her expense, unless such loss can be reasonably attributed to reasons within the reasonable control or intentional act of CAPE LEAK DETECTION or any person, in the employ of CAPE LEAK DETECTION.
- 8.6. All material, products and other required accessories remain the property of CAPE LEAK DETECTION until the completion of the project and settlement of the total payment due by the customer.
- 8.7. The Customer must store any property or materials belonging to the Service Provider separately from any other property or materials belonging to the Customer or a third party for the duration of the project.

9. GUARANTEE

- 9.1. In addition to the Customer's statutory rights, the Service Provider guarantees that the Services and/or Products / Material will be free from defects and/or workmanship **for a period of 12 months** from the date that the Services and/or Products were supplied.
- 9.2. **Clause 9.1. does not apply when:**
 - (a) a fault arises due to any subsequent mechanical, chemical, electrolytic or other damage not due to a defect in the Services and/or Products after risk has passed to the Customer;
 - (b) a fault arises due to wilful damage, abnormal working conditions, failure to follow instructions, misuse, alteration or unauthorized repair, improper maintenance or negligence on the part of the Customer or a third party.

10. INDEMNITY

- 10.1. The Customer shall indemnify the service Provider against all claims, costs and expenses which the Service Provider may reasonably have incurred and which have relevance to the Customer's material breach of the Terms and Conditions.
- 10.2. CAPE LEAK DETECTION indemnifies the CUSTOMER against any liability, loss, claim, or proceedings of whatever nature arising in common law, or by statute consequent upon personal injuries to, or the death of any person, or employee of CAPE LEAK DETECTION arising out of, or in the course, or caused by the execution of the work, unless such loss, injury, or death is due to any act, or commission of the CUSTOMER, or his servants, or any agent acting in the interests of the CUSTOMER.
- 10.3. CAPE LEAK DETECTION indemnifies the CUSTOMER against any liability, loss, claim, or proceedings consequent upon the loss of, or damage to any moveable, or immovable property arising out of, or throughout the execution of the work due to any wilful, negligent, or reckless act, or omission by CAPE LEAK DETECTION, their agents, or workers provided however that CAPE LEAK DETECTION shall be entitled to act on any reasonable instructions by the CUSTOMER and that the execution of such an instruction shall not lead to any liability in terms of this clause.

11. CANCELLATION

- 11.1. We may impose a cancellation fee in the event of cancellation before delivery. The 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. No refunds on deposits in the event of cancellation for already ordered/made Special-Order Goods.
- 11.2. CAPELEAK DETECTION Services reserves the right to cancel an order if the Customer breaches any material terms of the condition of this Terms and Conditions and after 10 (ten) working days written notice doesn't rectify such breach.

12. DEFECTS

- 12.1. Any defects to the work shall be communicated to CAPE LEAK DETECTION within seven (7) days of noticeable defect.
- 12.2. CAPE LEAK DETECTION shall be afforded an opportunity to within fourteen (14) days from receipt of such an alleged defect report inspect the defects and/or workmanship which does not meet with the CUSTOMER'S approval and;
 - (a) If CAPE LEAK DETECTION is of the view that the work and / or defects are of acceptable standard, it shall notify the CUSTOMER, in writing, of its findings as well as the reasons. Therefore;
 - (b) If the CUSTOMER does not accept the findings, he / she shall be entitled, within a period of fourteen (14) days from the date of notification by CAPE LEAK DETECTION, to refer the matter to arbitration to resolve the complaint. CAPE LEAK DETECTION may in its own discretion be entitled to appoint a professional in the field under discussion of no less than ten (10) years' experience as an arbitrator. All costs in this instance will be for the CUSTOMER'S account;
 - (c) If the matter is referred to arbitration, the arbitrator shall be requested to complete his findings within a period of thirty (30) days and his finding shall be final and binding upon both parties.
- 12.3. If CAPE LEAK DETECTION is of the view that the work is of unacceptable standard than any defects in the workmanship, supplied materials, or damage to the work, shall be rectified, within a period of fourteen (14) days, to the reasonable satisfaction of the CUSTOMER, at CAPE LEAK DETECTION 'S costs.
- 12.4. If the Customer does not notify CAPE LEAK DETECTION within (three months) from date of completion of the work of any noticeable defect in the workmanship and material after practical completion, it shall be deemed to have been completed to the reasonable satisfaction of the Customer, and the Customer shall have no further right of recourse against CAPE LEAK DETECTION in respect of any repairs, or defects.

13. BREACH

- 13.1. Should either the CUSTOMER or the SERVICE PROVIDER commit a breach of any material provision of this agreement and fail to remedy such a breach within fourteen (14) days after receiving written notice from the party aggrieved thereby requiring the defaulting party to do so, then the aggrieved party shall be entitled, without prejudice to the aggrieved party's other rights in law, to cancel this agreement or to claim immediate specific performance of all of the defaulting party's obligations, whether or not due for performance, in either event without prejudice to the aggrieved party's right to claim damages;
- 13.2. Should any party permit a non-material breach of any provision of this agreement and fail to remedy such a breach within fourteen (14) days of receiving written notice from any other party to the contract requiring it to do so, then the aggrieved party shall be entitled to claim immediate specific performance of all the defaulting party's obligations, whether or not due for performance, without prejudice to the aggrieved party's other rights in law, including the right to claim damages.

14. DEVIATIONS

- 14.1. If the CUSTOMER requires any additional work, variations, or alterations from the original work as specified, he/ she shall advise CAPE LEAK DETECTION within 48 hours. If the CUSTOMER accepts the additional costs and time implications, an addendum to the agreement specifying the additional costs and time required for purposes of completion of the work, shall be prepared and presented to the CUSTOMER for his signature. On an acceptance signature by the CUSTOMER, CAPE LEAK DETECTION shall immediately proceed to give effect to the CUSTOMER'S instructions, as varied by the addendum.

15. COMMENCEMENT AND COMPLETION OF THE PROJECT / SERVICES

- 15.1. CAPE LEAK DETECTION shall commence the execution of the work on a date mutually suitable to the parties.
- 15.2. The work shall be completed within a reasonable period from the date of commencement; it, being recorded that the CUSTOMER shall have no right in respect of any penalties if the work is not completed within a specified period of time.
- 15.3. On the date of practical completion, CAPE LEAK DETECTION shall hand the work on the property over to the CUSTOMER and render a final invoice in respect of the contract price. The CUSTOMER shall be obliged to accept the work and the final invoice, subject to the CUSTOMER'S rights to insist on the repair of any defects that may be manifest itself as set out in this agreement.

16. COMPLIANCE WITH LEGISLATION

- 16.1. It is specifically recorded that the Contractor / Service Provider shall, in terms of section 37(2) of the Occupational Health and Safety Act, be fully and solely responsible for ensuring compliance with the provisions of this Act and any other law, bylaw or regulation of the South African Parliament.
- 16.2. Should the Contractor find anything in this specification or receive an instruction that may jeopardize his compliance with any legislation he shall bring such finding or instruction to the attention of the CUSTOMER and resolve the matter before proceeding.

17. SUSPENSION OF WORK

CAPE LEAK DETECTION shall be entitled to suspend performance of the work in terms of this agreement in the event of:

- 17.1. A material breach by the CUSTOMER, which is not rectified within ten (10) days written notice to include, but not limited to:
 - (a) In the event that CAPE LEAK DETECTION having to suspend the performance of the work, CAPE LEAK DETECTION shall be entitled to immediately:
Cancel the agreement and retain all payments for work already concluded or in final phase of being concluded.
 - (b) The failure by the CUSTOMER to supply any material in terms of its obligations that may be reasonably required for the performance of the work by CAPE LEAK DETECTION.
 - (c) The CUSTOMER not granting CAPE LEAK DETECTION access to the work, or any part thereof.
 - (d) The CUSTOMER not making available any electricity, or water which may be required for purposes of the execution of the work.
 - (e) The CUSTOMER not making available any drawings by an architect, or not arranging for the appointment of an engineer, where required, for the performance of the work.
 - (f) Where the CUSTOMER fails to remedy its obligations to enable CAPE LEAK DETECTION proceed with the work.
- 17.2. In the event of CAPE LEAK DETECTION having to suspend performance of the work in terms of this agreement CAPE LEAK DETECTION shall be entitled to immediately:-
 - (a) Cancel this agreement and retain all amounts paid.
 - (b) Insist on payment of the balance of the contract price as stipulated on the face hereof.
 - (c) Remove all unfixed materials from the premises without any compensation to the CUSTOMER.
 - (d) Remove any machinery and equipment from the premises.
 - (e) Exercise his lien in respect of payment for all amounts that may be due and owing in terms of the agreement and without prejudice to any of the above, or other rights CAPE LEAK DETECTION may have in Law, to lock the CUSTOMER out until such payment has been effected.

18. SPECIFICS PERTAINING TO PLUMBING & WATER LEAK DETECTION SERVICES

18.1. **Water use during leak detection:**

No water can be used on a site whilst the test is conducted, in the event where the test has to be restarted additional cost will be incurred. The onus is on the client to ensure that no water is being used by the client, member of staff or any person, directly or indirectly under his /her control. By opening a tap, flushing a toilet, opening a valve or any other means. 50% of the quoted price will be charged if leak detection needs to be conducted at another time due to non-co-operation.

18.2. **Noise during leak detection:**

When conducting tests with sounding equipment it will be the responsibility of the CUSTOMER to ensure that all noise produce equipment is turned of like, air-conditioning, pumps, vacuum cleaners, cold rooms, radio's, music sound systems, or any other equipment that may interfere with the correlation. If the noise can't be turned down or switched of 50% of price quoted will be charged, and CAPE LEAK DETECTION will commence at another time when the interference can be turned off.

18.3. **Individual Leaks:**

It is possible to detect more than one leak during leak detection. CAPE LEAK DETECTION advises against this, and recommends only one leak detection at a time. A new Leak Detection rate will be charged for each new leak discovered. The recommendation is not to make money out of a client but to be more accurate with the results. For example, if "tracer gas" is used and detected in more than one place the detection specialist could miss-diagnose proclaiming two leaks instead of only one.

Mono-leak detection is far better than poly leak detection. Sound can reverberate and oscillate via reticulation systems creating multiple readings also affecting the results – so no matter what type of system used, we recommend to find one leak at a time.

Generally, the first leak must be repaired before a second leak can be detected; the correct practice is doing a pressure test to confirm there are no more leaks.

18.4. **High Pressure leaks:**

Some leaks are only prevalent under high pressure thus at night, in this case logging of water flow will be recommended at an additional cost.

18.5. **Pipe Location:**

It is the CUSTOMER'S responsibility to supply the information, as location of pipes is of utmost importance. If not supplied pipe locating will be an additional expense if not quoted for.

18.6. **Accuracy of leak detection depends on:**

- (a) Correct knowledge of the length of pipe;
- (b) Correct knowledge of the make or type of pipe;
- (c) Correct knowledge of the layout of the articulation network. (Sprinkler systems, Valves, boreholes, Tanks, Ponds. Irrigation systems cause delays in detecting leaks);
- (d) The condition of valves, taps, brass ware, pipes and general maintenance, any leak on these equipment or other equipment must be repaired before Leak Detection can continue. CAPE LEAK DETECTION can provide a quotation to affect the repairs immediately while on the site or the CUSTOMER can arrange with somebody else.

18.7. **Drilling of pilot holes and excavations:**

To allow tracer gas to escape, we often drill pilot holes in between grouting of bricks, tile joints and all over the surfaces we encounter. From time to time, we may open tiles to confirm positions of utilities. We assume full permission from the CUSTOMER to do the necessary probing by opening up. We will ensure the risks of unnecessary damage to property, closing and repairing of all holes will be quoted separately.

18.8. **Closing of repair holes:**

Once repairs have been completed excavations or walls that are opened up will be left open to monitor the drying process of the substrate or adjacent areas. It is a critical process and if protocols are to be changed then special accelerants can be added and wet earth or plaster can be dried with dehumidifiers or various drying processes.

However, these fast drying processes have extra costs in comparison with the standard protocol to leave it open with the pipe exposed.

18.9. If Gas is used the CUSTOMER will be responsible for any cost to ensure that valves do shut of properly.

18.10. Please note as a result of work being done on old supply and drainage pipes, they do from time to time block.

18.11. Ceilings and surfaces can get damaged. We will repair at a cost of extra labour and materials where it is not due to our negligence.

18.12. Our quotation is based on the assumption that existing plumbing and / or pipe work complies with standard plumbing practice and is in good order. We are responsible for existing installations, which are defective and do not comply with standard plumbing practices.

18.13. If a pipe is broken or defective, and we are unable to retrieve our equipment as a result thereof, we shall be entitled to do the necessary excavation to retrieve the same at your expense, including the cost to repair the pipe.

18.14. CAPE LEAK DETECTION takes no responsibility for pipes corroded by time or use, neither for those made from asbestos, asbestos and cement, or similar materials.

18.15. We are not responsible for any damages caused to any part of the property as a result of the necessary plumbing work, beyond the reasonable control or unintentional act of ourselves or any person, in our employ. We indemnify ourselves against any claims that arise as a result of any damage, which may be cause to the property and to any other person beyond the reasonable control or unintentional act of CAPE LEAK DETECTION or any person, in their employ.

18.16. Drains that blocked up within the guaranteed period will be unblocked for free, except where objects other than toilet paper, or human waste has created a block, such as rags, sanitary towels, etc.

18.17. Customer must ensure that meters installed on the boundary can be shut down, if not; the customer must inform the local council to repair the meter. It is important that this water shutdown point is working properly as plumbing work in general requires no water flow.

- 18.18. Access hatches must be available to access all pipes, or we will need to open up to get to the utilities, concealed pipes, especially on double storey units need access hatches.

19. FORCE MAJEURE

Neither party shall be liable for any delay nor failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including, but not limited to acts of God, strikes, lock outs, accidents, war, fire, breakdown of plant or machinery or unavailability of raw materials from a natural sources of supply, and the party shall be entitled to a reasonable extension of its obligations.

20. GENERAL

- 20.1. The agreement shall be governed in all respects by the Laws of the Republic of South Africa.
- 20.2. The terms and conditions contained herein, read with the nature and extent of the work and the costs reflected on the face hereof, shall constitute the entire agreement and shall not be varied, unless same is reduced to writing, duly signed by, or on behalf of CAPE LEAK DETECTION and the CUSTOMER.
- 20.3. The CUSTOMER consents in terms of Section 45 of the Magistrate's Court Act, 32 of 1944, to CAPE LEAK DETECTION instituting any action, or proceedings for enforcing any of its rights under this agreement in the Magistrate's Court of any district having competent jurisdiction by virtue of Section 28 of the same Act. The aforesaid shall, however, not preclude CAPE LEAK DETECTION from instituting an action in any division of the High Court, which may exercise competent jurisdiction.
- 20.4. CAPE LEAK DETECTION shall be entitled to cede and assign any of its rights, or obligations under this agreement to any third party with the prior notification to, and consent of the CUSTOMER.
- 20.5. Nothing in these Terms and Conditions shall be prejudice any condition or warranty, express or implied, or any legal remedy to which the Service Provider may be entitled in relation to the Services and/or Products, by virtue of any statute, law or regulation.
- 20.6. Nothing in these Terms and Conditions shall affect the Customer's statutory rights as a Consumer.
- 20.7. The parties choose their addresses specified on the face hereof as its addresses for service of all legal processes and any notice delivered by hand shall be deemed to be received on the day it is so delivered, alternatively if same is posted by prepaid registered post, then within four (4) days of date of actual posting of the notice.
- 20.8. The CUSTOMER shall be liable to CAPE LEAK DETECTION for all legal expenses incurred by CAPE LEAK DETECTION on the attorney-and-own client scale in the event of:
- (a) any default by the Customer or;
 - (b) any litigation in regard to the breach, validity or enforceability of this agreement.

- 20.9. The CUSTOMER agrees that CAPE LEAK DETECTION will not be required to furnish security in lieu costs in any action instituted by or against the CUSTOMER.
- 20.10. Any document shall be deemed duly represented to and accepted by the CUSTOMER:
- (a) Within 3 days of prepaid registered mail to any of the CUSTOMER'S business or postal addresses or to the personal address of any director, member or owner of the CUSTOMER or;
 - (b) within 24 hours of being faxed to any of the CUSTOMER'S fax numbers, or any director, member's or owner's fax numbers or;
 - (c) within 24 hours of being e-mailed to any of the CUSTOMER'S e-mail addresses, or any director, member's or owner's e-mail addresses or;
 - (d) on being delivered by hand to the CUSTOMER or any director, member or owner of the CUSTOMER or;
 - (e) within 48 hours if sent by overnight courier, and;
 - (f) within 7 days of being sent by surface mail.

21. AGREEMENT PROPOSAL

- 21.1. The Proposal for Services and / or Products is attached to these Terms and Conditions.
- 21.2. The Proposal for Services and/or Products shall remain valid for a **period of 30 days**.
- 21.3. The Proposal must be accepted by the Customer in its entirety.
- 21.4. The Customer shall be deemed to have accepted the Proposal by placing an Order with CAPE LEAK DETECTION.
- 21.5. The Agreement between the SERVICE PROVIDER and the CUSTOMER, incorporating these Terms and Conditions, shall only come into force when the SERVICE PROVIDER confirms an Order in writing to the CUSTOMER. Prior to any confirmation the SERVICE PROVIDER has the right to refuse any Order.

21.6. The Proposal

The CUSTOMER appoints CAPE LEAK DETECTION to effect the work at the property and agrees that the terms and conditions as set out herein shall be the Agreement between the parties in respect of the work to be effected.

NAME OF SERVICE PROVIDER: CAPE LEAK DETECTION

BUSINESS ADDRESS OF SERVICE PROVIDER:

REGISTERED COMPANY ADDRESS OF SERVICE PROVIDER:

NAME OF CUSTOMER:

ADDRESS OF CUSTOMER:

DESCRIPTION OF PRODUCTS TO BE SUPPLIED:

DESCRIPTION AND SCOPE OF SERVICES TO BE SUPPLIED:

LOCATION WHERE PRODUCTS AND SERVICES ARE TO BE SUPPLIED:

THE PRICE:

PAYMENT TERMS:

TIMING OF WORKS:

ADDITIONAL/SPECIAL TERMS:

DETAILS OF ANY DRAWINGS/ PLANS TO BE ATTACHED: