



STANDARD TERMS AND CONDITIONS

Interpretation

1. Rain Water Consult (Pty) Ltd t/a Free Rain Conservation shall hereinafter be referred to as "the Service Provider".
2. "The Client" shall be the person/entity to whom services are rendered.
3. "Work" shall be defined as the services set out in the quotation and/or invoice provided to the Client.

Introduction

The Client hereby appoints the Service Provider as a contractor, which hereby accepts such appointment to provide the services on the terms and conditions set out hereunder.

Services

1. The Service Provider shall provide the Client with the services as set out in the quotation addressed to the Client.
2. The Service Provider may, at its sole discretion, appoint a sub-contractor for the execution of all or any portion of the professional services to be rendered.
3. The Client shall appoint an authorised representative as a primary point of contact with whom the Service Provider must communicate, and which person will be the only person from whom the Service Provider will take instructions, so as to eliminate any confusion or conflicting instructions.
4. The Client undertakes to advise the Service Provider in writing within 5 (five) days of any Work having been carried out by the Service Provider, of any fault, failure or non-compliance by the Service Provider, failing which, the Client accepts that such fault, failure or non-compliance was not as a result of the Service Provider's failure to provide a proper service.



Consideration and Payment

1. The Client shall make payment in full by no later than 7 (seven) working days after which the work has been completed, subject to the following:

1.1. Irrigation, Rain harvesting, Municipal Back Up Systems and Greywater Recycling

1.1.1 All waste water treatment and water filtration quotations exceeding the sum of R1,000.00 (one thousand rand), the Client acknowledges that a 80% deposit is required on acceptance of the quotation and prior to any work commencing.

1.1.2 Should the quoted amount be less than R1,000.00 (one thousand rand), the full amount must be paid prior to commencement of the Work.

2. Payments by cheque are no longer accepted. The following forms of payment are acceptable - Electronic Funds Transfer and Cash deposits. If the client has no other means of payment, it is the clients responsibility to ensure that the client bears the cost and ensures that an immediate clearance is effected on the cheque that is deposited into our account. This can only be done if it is confirmed by both parties that this is the only method of payment available to the client. The cleared funds should reflect in our account before work can commence and should also reflect in our account on completion of the work within 7 working days of completion of the job as per point number 1 above.

3. All installations remain the property of the Service Provider until such time as payment has been made in full to the Service Provider.

4. The Client is not entitled to withhold payment to the Service Provider as a result of any external factors, which may affect the proper functioning of the system.

5. The Client shall be obliged to make payment of all amounts outstanding to the Service Provider as and when they become due in terms of the aforesaid provisions, and is not Free Rain Conservation Terms & Conditions 3 Initials: entitled to any form of set-off.

6. Electrical power must be provided for on site. If it is not available, we will charge a per day rental fee for a generator over and above the quoted price, to be invoiced as an addition at the end of the project.

7. This quotation doesn't included costing for security gate fees. If we are required to pay for security passes, etc. this will be charged for separately at the end of the project.



8. Interest of 15% will be charged monthly if payment is not received within the specified dates mentioned in the terms and conditions

Confidentiality and Restraint

The Client shall not employ or offer to employ any member of the Service Provider within 1 (one) year of completion of the service, nor shall the Client be entitled to employ the services of any one of the employees of the Service Provider on weekends, public holidays or after hours, unless written consent has been obtained from the Service Provider.

Domicilium and Notices

1. Each party chooses as its domicilium citandi et executandi for all purposes under this agreement, whether for serving any court process or documents, giving any notice, or making any other communications of whatsoever nature and for any other purpose arising from this agreement, as follows:

1.1. The Service Provider: Private Bag X0001, Box 470, Ifafi, Hartbeespoort Dam.

1.2. The Client: on the premises where the service is rendered.

2. Any notice given under this agreement shall be valid and effective only if in writing.

3. Either party may by notice to the other party change its domicilium to another physical address in the RSA and such change shall take effect after the seventh day after the date of receipt.

4. Any notice given by a party to the other party ("the addressee"), which is delivered by hand during the normal business hours of the addressee at the addressee's domicilium for the time being, shall be presumed, unless the contrary is proved by the addressee, to have been received by the addressee at the time of delivery.

Applicable Law

This agreement will in all respects be governed by and construed under the laws of the Republic of South Africa.



Breach

In the event of any of the parties breaching the terms of this agreement and failing to remedy such breach within 7 (seven) days of written notice to do so, then the aggrieved party shall be entitled to enforce specific performance hereof, entirely without prejudice to any other rights, which the aggrieved party may have in law.

Liability of Service Provider

1. The client is aware that the Service Provider accepts no liability for a fault or failure of any installation, should same have been modified by the Client or any third party without the prior written consent of the Service Provider.

2. The Service Provider will not be liable for any loss of profit or for incidental, special consequential damages arising out of or in connection with the professional services rendered by the Service Provider to the Client in terms of this agreement whatsoever, save for any loss of profit or for incidental, special consequential damages which arises by virtue of Section 61 of the Consumer Protection Act No. 68 of 2008.

Whole Agreement and Non-variation

This agreement constitutes the entire agreement between the parties and no variation, alteration or consensual cancellation hereof shall be of any force or effect unless reduced to writing and signed by all of the parties hereto.

Severability

In the event that any of the terms of this agreement are found to be invalid, unlawful or unenforceable, such terms will be severable from the remaining terms, which will continue to be valid and enforceable.

Indulgence

No latitude, indulgence or any other similar act by the Service Provider in enforcing any provision of this agreement shall constitute a variation or novation of this agreement or a waiver of, or estoppel in respect of its rights in terms of this agreement.



I _____ (full names)

hereby accept these terms and conditions as well as accept the relevant quotation/s.

Signed at

_____ on _____ (day)

of

_____ (month) 20_____