

TERMS & CONDITIONS

Agreement

The Customer understands and accepts that it has the primary responsibility of giving clear and unequivocal instructions and specifications in writing to **JVS Plumbing Pty Ltd** before any works can commence.

1. The customer agrees that:
 - (a) This Agreement represents the entire Agreement between the customer and JVS Plumbing Pty Ltd and that any alterations or additions to this Agreement may not be affected, unless agreed to by both parties.
 - (b) This Agreement will govern all future contractual relationships between the customer and JVS Plumbing.
 - (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 JVS Plumbing.
2. Nothing in these Terms and Conditions shall affect the Customer's statutory rights as a Consumer.
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-principal debtor jointly for the full amount due to JVS Plumbing and agrees this agreement will apply in the same way to him/ her.
4. Notwithstanding the provisions of clause (1) above, all orders or contracts of sale, or agreed variations thereto, whether oral or in writing, or via sms; WhatsApp and/or email, shall be binding and subject to this agreement and may not be cancelled by the customer.
5. The invalidity of any part of the Agreement shall not affect the validity of any other part.
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.

Variations

Variations shall include additions, omissions or substitutions to the originally agreed work, fittings and fixtures, etc. agreed between the parties.

Payment Terms

Unless explicitly agreed prior to commencement of work, payment will be due in full upon completion of the work or services provided. Where a quotation has been provided, the full amount, less any payments already made, is payable. Where a quotation has not been provided, The Company's agent will advise the customer of the amount due.

Payment Due

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 completion of the work or receipt of the original invoice unless disputed by the client and subsequently proofed to be incorrect.
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 JVS Plumbing.
3. The Customer agrees that if an account is not settled within the agreed time period that JVS Plumbing has the right to issue a Letter from a 3rd party demanding full payment of all outstanding debt in terms of this Agreement.
4. The Customer agrees that JVS Plumbing Services having the necessary court order can enter into its premises to repossess any product and/or material delivered, and indemnifies JVS Plumbing services against any damage, relating to the removal of repossessed items for which JVS Plumbing Services can not reasonably be held accountable for.
5. All material / products remain the property of JVS Plumbing 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.
6. The Customer will pay interest of 2% on late payments.
7. All discounts will be forfeited if payment is not received immediately on receipt of original invoice.
8. JVS Plumbing reserves the right to provide the national credit bureau with updated personal information.
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.
10. JVS Plumbing 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. JVS Plumbing may have in Law, to lock the customer out until such payment has been effected.

11. Only payments made into the official JVS Plumbing's bank account as per the details reflected on the original quotation submitted from JVS Plumbing's office via e-mail, hand delivered or sent via WhatsApp will be recognized and accepted as formal payment. Only electronic fund transfer payments or cheque's made out to the official JVS Plumbing will be accepted. The responsibility remains upon the customer to confirm the correct banking details of JVS Plumbing before making any payment.

Acceptable methods of payment are:

Electronic Payment (EFT) from your bank account to ours. A deposit of 70% will be payable prior to the commencement of work.

All materials and goods supplied by The Company shall remain the property of The Company until the full invoice has been paid by the customer.

Quotations

1. All quotations for work will be provided based on the information given to The Company by the customer. Any variations to the work following the issue of the quotation and prior to commencement of work shall result in a revised quotation being issued for acceptance.
2. Estimates are provided on a 'best endeavours' basis only and, unless a fixed price quotation (see above) has been provided to the customer, work will be charged based upon the price of parts provided by The Company, plus labour, which will be charged by the hour or part thereof and may include time taken to research, source and purchase any materials provided.
3. The customer shall be liable to meet the cost of any additional work, services or fittings which may need to be provided in order to rectify any event or situation which arises during the course of the works that are unexpected or are beyond The Company's control. The Company cannot be held responsible for such events or situations.
4. 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 JVS Plumbing.
5. The price for Services and/or Products / Materials is specified in the quotation and is exclusive of VAT, unless otherwise specified.
6. The terms for payment are as specified in the quotation.
7. The Quotation is to be accepted only by the reading of such Quotation, including these Terms and Conditions and followed by signature at the end indicating that the said Terms and Conditions have been read and understood and that the Quotation is acceptable.

8. The quotation, inclusive of the terms and conditions will also be seen as accepted and read by the client upon receiving written response from the customer that the company must continue with services and/or that the quotation has been approved and/or receiving payment from the customer.
9. A commitment deposit of 70% will be required on all quotations.
10. Services will be provided to the Customer within a period of 3 working 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.
11. JVS Plumbing 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.
12. Any price variation will be in writing to the customer for his / her approval.
13. No work will commence without an order number or letter of appointment. Telephonic / WhatsApp instructions including the thumbs up emoji are deemed as official orders.
14. Quoted prices are subject to fluctuations in the exchange rate.
15. For variations after work has commenced, a fixed price to cover the variation shall be agreed between JVS Plumbing and the customer and added to the final invoice.
16. In the event that requirements change due to insufficient information having been provided, defects found in existing installations, etc. the customer will be liable for any additional expense incurred.

Liability

1. The Company can only be held liable for the extent of works carried out by The Company. No liability shall be accepted in respect of defects in existing installations or in respect of parts not installed by The Company. The Company shall not be held responsible for any loss or damage to property, materials or injuries to individuals caused by the personal actions of the customer or other household members or guests before, during or after such works have been carried out.

2. Customers are liable for old, fragile or deteriorated plumbing or fixtures that are prone to leak or break during normal repair. Fixtures are limited to warranties expressed by manufacturers. No other warranty is implied.
3. There shall be no warranty on drain cleaning and repairs on products when replacement is recommended to the customer by The Company.

Damages

1. The Company will not be responsible for damage to personal property which includes, but is not be limited to, attic insulation, ceilings, ceiling textures, walls, floor coverings, equipment, cabinets, counter tops, paint or stain, nor for the repair of any cosmetic defects. The Company does not repair or replace wallpaper, other wall coverings, or floor coverings.
2. The Company will try to minimize the damage to the work area, but will not be responsible for any concrete, asphalt, sod, landscaping, sprinklers, water lines, gas lines, pool re-circulation lines, pool filtration lines, or any other utility lines, walkways, driveways, and/or any other structural damage to the property.
3. JVS Plumbing (Pty) Ltd will not be held liable for any damage, loss, or injury resulting from circumstances beyond JVS Plumbing (Pty) Ltd's control, including but not limited to pre-existing plumbing issues, faulty construction, or wear and tear of materials.
4. JVS Plumbing (Pty) Ltd is not responsible for damage to property, personal injury, or loss of income resulting from unforeseen or unavoidable circumstances, including, but not limited to, pipe bursts, water damage, or any other incidents occurring after the completion of work unless caused by the direct negligence of JVS Plumbing (Pty) Ltd.
5. The Client accepts responsibility for ensuring that access to the plumbing system is clear and safe for JVS Plumbing (Pty) Ltd's technicians to perform their work.
6. No Liability for Third-Party Actions: JVS Plumbing (Pty) Ltd is not liable for any damage or issues caused by third parties, including previous or future work done by other service providers or contractors. This also includes issues arising from faulty materials, prior construction defects, or improper use of plumbing systems by the Client or third parties.

Health and Safety

1. The Company will take appropriate and practical measures to ensure the environment in which works are being carried out is safe to avoid risk of injury to The Company or other parties; the customer is expected to do the same. Outside of working hours, where works are on-going, The Company accepts no liability for the actions of the customer or other household members or

guests which result in damage or injury to persons or property.

2. The Company reserves the right to refuse to undertake work in an environment which is deemed to be unsafe or where the works are considered to be unsafe, illegal or where The Company considers the other parties will be put at risk as a result of the works being undertaken.
3. If the customer notices any situation, property, equipment or materials which they believe to be unsafe they must mention it to The Company immediately.

Customer Obligation

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.
2. The customer must co-operate with all reasonable requests by JVS Plumbing. The customer shall not cause any unreasonable delays, and any standstill/delay caused by the customer shall be charged per hour of stand still as per our standard rates.
3. The Customer to provide electricity, water and toilet facilities to JVS Plumbing for the purpose of completing the Services/Project.
4. 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.
5. The Customer shall be responsible for any redecoration required after the Services/Products have been supplied, unless otherwise provided for in the quotation.
6. Customer must ensure adequate ventilation in areas requiring indoor work.
7. 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.

Service Provider Obligation

1. The Service Provider shall supply the Services and/or Products/ Materials as specified.
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.

3. The Service Providers shall comply with all relevant health and safety regulations.
4. The Service Provider shall be responsible for all waste management and disposal required in the course of providing the Services and/or Products.
 - The Service Provider shall always clear and tidy the work area on completion.
 - The Service Provider shall take all reasonable steps to protect furniture, floor coverings and any other valuable when providing the Services.
 - 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.

Material Products and Equipment

1. Unless differently specified, JVS Plumbing shall provide all materials and equipment necessary for the proper execution of the work.
2. All materials, products and equipment shall be of the highest quality and standards as prescribe the latest SANS/SABS specifications.
3. Should the products ordered by the Customer have been superseded, replaced or otherwise became unavailable, JVS Plumbing 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.
4. If the customer supplies any material, products or equipment, and or accessories, JVS Plumbing shall not be responsible for any defect thereto, nor the quality thereof. It, being agreed that JVS Plumbing 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.
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 JVS Plumbing 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 JVS Plumbing or any person, in the employ of JVS Plumbing.
6. All material, products and other required accessories remain the property of JVS Plumbing until the completion of the project and settlement of the total payment due by the customer.
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.

8. If the customer requires the old parts not to be returned after completion of repair or service, the customer must please indicate it in writing on the quote

Guarantee

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 3-6 months from the date that the Services and/or Products were supplied. The warranty period to repair / replace any defective or damaged goods is 3 to 6 months. This does not apply to ordinary wear and tear.
2. The above clause 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.
3. The warranty will only be valid if the product/ service is fitted by a person competent and qualified to do so.

Indemnity

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.
2. JVS Plumbing 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 JVS Plumbing 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.
3. JVS Plumbing indemnifies the customer against any liability, loss, claim, or proceedings consequent upon the loss of, or damage to any movable, or immovable property arising out of, or throughout the execution of the work due to any wilful, negligent, or reckless act, or omission by JVS Plumbing, their agents, or workers provided however that JVS Plumbing 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.

Cancellation

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.
2. JVS Plumbing 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.
 3. No return policy for parts correctly supplied. Correctly supplied parts that is not special/custom order goods may be returned within 10 business days after purchased. A 10% handling fee will be charged.
 4. **A 100% deposit will be needed for “Special Order Goods” and it is not refundable.**
 5. The Customer shall have an opportunity to examine the completed work, and raise any immediate objections during examination. Notwithstanding the opportunity to examine the completed works, the Customer shall be entitled within **10 business days to report to The Business any defects** (structural or otherwise) on the work done by the Seller.

Breach

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.]
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.

Deviations

1. If the customer requires any additional work, variations, or alterations from the original work as specified, he/she shall advise JVS Plumbing 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, JVS Plumbing shall immediately proceed to give effect to the customer's instructions, as varied by the addendum.

2. The parties agree that An addendum to the agreement can be that of a texted message (SMS/Whatsapp) exchanged between the company and the client or an exchange of emails between the parties. A thumbsup emoji will be viewed as consent obtained by the parties and additional costs communicated in this manner will be viewed as authorised and due to be paid by the customer.

Commencement and Completion

1. JVS Plumbing shall commence the execution of the work on a date mutually suitable to the parties.
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.
3. On the date of practical completion, JVS Plumbing 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 maybe manifest itself as set out in this agreement.

Suspension of Work

JVS Plumbing shall be entitled to suspend performance of the work in terms of this agreement in the event of:

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 JVS Plumbing having to suspend the performance of the work, JVS Plumbing 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 JVS Plumbing (c)The customer not granting JVS Plumbing 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 JVS Plumbing proceed with the work.
2. In the event of JVS Plumbing having to suspend performance of the work in terms of this agreement JVS Plumbing 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 JVS Plumbing may have in Law, to lock the customer out until such payment has been effected.

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 source of supply, and the party shall be entitled to a reasonable extension of its obligations