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Terms & Conditions of Contract

In these terms and conditions “The Customer” shall mean the person, firm company or authority whose order has been accepted by the company and “the works” shall mean the works to be carried out pursuant to an order by “the company” Asset Maintenance.

All quotations/estimate made and orders accepted by the company are subject to these terms and conditions

- Any provision stipulation or condition in the customers conditions of the order or otherwise which conflict with or in any way qualifies or negates any of these terms and conditions shall have no effect and these terms and conditions shall prevail.
- No variation of these terms and conditions shall be valid unless evidenced in writing under the signature of a director of the company.
- The client agrees to maintain a safe work area regarding children, pets, elderly, while the job is in progress.
- By signing the contract, the client has given permission for all power and water requirements and ablution facilities.
- The final price of quote/contract (as signed by the client) is net and without further deductions.
- Within reason all efforts will be made by Asset Maintenance in the time stipulated, taking into account an act of God, War, Strike, Fire, Hail Storms, Tree falling etc that is beyond Asset Maintenance control.
- Asset Maintenance reserves the right to cancel this work order due to further inspection by Asset Maintenance operations manager if he finds the works to be carried out are not in accordance with the requirements to effect a completed contract due to error in quotation.
- Outstanding accounts which have been sent to a debt collection agency will have commission and legal cost added to the original work order price.
- Work to be carried out by Asset Maintenance is deemed to be made/agreed on the confirmation of the order by returning a copy thereof duly signed by the client who thereby warrants full responsibility for payment of contract.
- Works will be carried out in accordance with the original quote/contract where any verbal instructions are given the risk, loss and expense of any misunderstanding/misinterpretations of such instructions or of any mistake, error or omission will be at the (sole) risk, loss, and or expense of the client. Any variations to works required by client are payable on presentation of invoice for same.
- Asset Maintenance liability for breach of official contract will be contained to general damages and will not exceed the original price of the work agreed upon. Asset Maintenance will not take any responsibility for any further or special damage, or consequential damage that the client, firm or any other company claim under the contract.
- If the client wishes to suspend/cancel the work or any part thereof the client must notify Asset Maintenance in writing stipulating the works to be suspended/cancelled and payment of works completed up to that date to be paid to Asset Maintenance forthwith as calculated by Asset Maintenance.
- Work to trusses will be issued with Engineers Certificate on completion if requested by the client and the cost of such certificate is for the clients account.
- Asset Maintenance is not under any obligations (legal or other) for any claims of any nature including any consequential damage or injury to any person also to any other entity in regards to promotions by virtue agreement.

- Our guarantee does not cover leakage or damage due to exceptional heavy storms as reported in the media in the Gauteng region.
- Asset Maintenance does not provide any guarantee on rust, damp or cracks. Should rust be found on a roof, the guarantee will become null and void. Should hail holes be found on the waterproofing the guarantee will become null and void and repair costs can be claimed from clients insurance.
- Any work of any nature carried out by Tradesmen other than Asset Maintenance Staff on roof areas that are under our Workmanship Guarantee such workmanship by others trades will void any Guarantees issued by Asset Maintenance and no claim against Asset Maintenance or Directors or Staff shall have any force or effect.
- 10 year guarantee with maintenance every 2 years – It is the customers responsibility to contact Asset Maintenance every two years to maintain the roof. The maintenance cost will be for the customer's account. Should the customer not contact Asset Maintenance to do maintenance every two years the guarantee will be rendered null and void and no further guarantee claims can be made. Any 3rd Party or hail damage must be reported to Asset Maintenance immediately in order to provide a quotation for the repairs which can be sent to the insurance.
- The customer is to contact Asset Maintenance one month before the guarantee expires to provide a free maintenance inspection and quotation.
- Should the customer not contact Asset Maintenance by the guarantee expiry date the guarantee will become null and void (The guarantee period is specified on all quotations)
- Client will be required to pay a 70% deposit on acceptance of the quote and balance on completion. Unless otherwise specified in writing.
- Client undertakes to settle the account in full on presentation of final invoice by Asset Maintenance.
- The guarantee will only be issued once the invoice has been paid in full.
- Any cancellation of quotations accepted will have a 10% cancellation fee charged to the client. (To cover our bank and admin charges).
- Failure to pay draws timeously when requested by Asset Maintenance will result in loss of the guarantee provided in our contract
- Timeous access to site to be made available by the Client at all times for the completion of the contract.
- The client takes full responsibility to remove all items of furniture/fittings/fixtures/vehicles etc, to mitigate any damage that could occur during the course of the contract.
- The Client hereby indemnifies Asset Maintenance and all its personnel for all damages, consequential damages, force majeure, unforeseen damages, loss of income or any other loss suffered by Client or third party as a result of any activities while work is being performed by Asset Maintenance in terms of above quotation.
- Please note that this quote excludes any unseen or hidden problems which may affect the quoted work undertaken. Should any additional remedial repairs need to be undertaken that could not be seen prior to the work commencing, an additional quotation will be submitted.
- Additional work requested during carrying out of the original quotation are to be quoted for and paid in full on acceptance before such work commences.
- If the client requires any additional work or alterations other than as specified in the quote, he/she shall advise Asset Maintenance and Asset Maintenance shall provide the client with a new quote.
- Should the quotation submitted not be accepted in its entirety, Asset Maintenance retains the right to amend the quotation before commencement of work.
- Although extreme caution will be taken when working near TV cables, Asset Maintenance will not be held liable for damages to them as most times these cables are brittle and worn from exposure to light.
- The client must keep the roof and gutters free from leaves and debris. (Storm water outlets to be kept unobstructed.)
- Asset Maintenance will not be held liable for errors and omissions relating to the above quotation.
- Unspecified areas are excluded from the above quotation.
- No oral agreement will alter this contract.
- No oral agreement will be accepted unless the additional term have been stated in the contract.
- No amendments to the contract will be accepted unless reduced to writing and signed by Asset Maintenance as well as the contract signatory. This includes date changes, changes to time periods and relaxation extensions.

- All items and products used to build and repair roofs or structures, will remain the property of Asset Maintenance until full payments has been received.
- If full payment is not received after 7 days of sending the final invoice, Asset Maintenance rights remain reserved to proceed in legal action and the client will be responsible for legal costs on an Attorney and Own Client scale. Asset Maintenance will have the right to confiscate all items and products used to build, construct, or repair roofs or structures and the client expressly gives permission and access to do so.
- Claims under our Guarantee require a deposit of R1000.00 to be paid before attending to such claim. Should such claim be found to be due to our defective workmanship, the R1000.00 will be refundable.
- Maintenance needs to be undertaken to all repairs and waterproofing performed by Asset Maintenance under its 10 year guarantee, every two years at the expense of the above client. Failure to comply will render the 10 year guarantee null and void. Asset Maintenance will contact the client every two years to inspect and do maintenance to the original waterproofing/roof repairs. We would like to stress that should Asset Maintenance fail to contact the client, the onus is on the client to ensure that Asset Maintenance is contacted to do the appropriate maintenance on the specified due dates.
- The above quotation does not include undertile insulation unless specifically pointed out and quoted for by Asset Maintenance.
- Asset Maintenance does not take any responsibility for structural defects where the waterproofing is applied to. Should the waterproofing fail due to structural defects of the building, the guarantee will become null and void.

MAINTANANCE PLAN FOR COMPLEXES ONLY:

- **GUARANTEE PERIODS** – 10 year guarantee (workmanship and products) with maintenance at the above clients expense every 2 years. Please note that the onus is on the above mentioned client to contact Asset Maintenance one month prior to the 2 yearly maintenance becoming due, for an inspection to be carried out and a new quotation for maintenance to be submitted. Should this not be strictly adhered to, the guarantee will become null and void. Guidelines for tiled roof maintenance every 2 years at complexes: Ridging – re-seal where cracking may have occurred due to expansion and contraction. Broken tiles – replace/repair all broken tiles (this could be as a result of the weather, 3rd party contractors walking on the roof or body corporate employees walking on the roof.) Hail damages – repair any damages to the waterproofing caused by hail – Any areas where the waterproofing is delaminating caused by expansion and contraction. Guidelines for flat roof maintenance every 2 years at complexes: Re-seal all areas where delamination is occurring. Clean out and re-seal into the top of the storm water outlets.

About Asset Maintenance

Established in 1976, Asset Maintenance have over 40 years of experience in the roofing and re-roofing industry. As roofing specialists, our services cover all aspects of roof work, from roof installation and repairs to waterproofing, ceilings and cornices. All our new work is carried out to SABS standards, and backed by our 10 year guarantee.

ASSET MAINTENANCE PROMISE TO OUR VALUED CLIENTS

- Should you, the client, not be entirely happy with the remedial work or service provided by Asset Maintenance, you as the client undertake to inform Asset Maintenance within 7-days of completion of the services rendered. Please address your complaint in writing to: sales@assetmaintennce.co.za

Asset Maintenance undertakes to address all complaints and queries promptly.

Should any part or provision of these Terms and Conditions be held unenforceable or in conflict with the applicable law of any jurisdiction, the validity of the remaining parts or provisions shall not be affected thereby.