

SCHEDULE TO PLUMB BUDDY (PTY) LTD'S MAINTENANCE SERVICE AGREEMENT

SERVICE PROVIDER	
Company name:	Plumb Buddy (Pty) Ltd
Registration no.:	2019/245819/07
Address:	53A Rivier Street, Potchefstroom, 2531
Director:	Elaine Engelbrecht
Contact number:	064 685 8768
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PLUMB BUDDY (PTY) LTD MAINTENANCE SERVICE AGREEMENT

TERMS AND CONDITIONS

WHEREAS Plumb Buddy (Pty) Ltd (hereinafter referred to as "the Service Provider") provides plumbing maintenance related labour services on the Client's request;

AND WHEREAS the Client wishes to make use of the Service Provider's services, including but not limited to the services as listed in Clause 6 hereof, or as per quotation(s) provided by the Service Provider to the Client (if applicable);

THEREFORE the parties hereby agree as follows:

1. DEFINITIONS

- 1.1. "Agreement" means this contract entered into by and between the Service Provider and the Client for the provision of the Services stipulated herein or incorporated in the quotation (if applicable);
- 1.2. "Client" means the owner, or occupier of the property at which the services is to be performed, alternatively the owner's agent who warrants that he is duly authorised to act on behalf of the Client and to consequently bind the owner;
- 1.3. "Commencement date" means a date agreed by and between the parties as stipulated in clause 2.1;
- 1.4. "Equipment" means such as tools and machinery as may be necessary to execute the relevant work/services;
- 1.5. "Materials" means all materials and apparatuses to be installed, or used in the execution of the work/services (if applicable);
- 1.6. "Monthly Service Fee" means the monthly fee as agreed to by the parties in clause 3.1 payable by the Client to the Service Provider;
- 1.7. "Product" means, in general, 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 which are to be used or installed in terms of this agreement;
- 1.8. "Property" means the Client's property at which the work is to be effected, unless the contrary is stated;

- 1.9. "Service Period" means the contracted period during which the Service provider will offer and deliver its Services to the Client. This period will commence on the Commencement Date and continue until date of cancellation/termination;
- 1.10. "Service Provider" means Plumb Buddy (Pty) Ltd (Registration no.: 2019/245819/07), represented by Gerhard Daneel Engelbrecht in his capacity as director, which entity will provide services to other businesses or individuals;
- 1.11. "Services" means the work that is to be performed by the Service Provider including, but not limited to plumbing maintenance related labour as well as the services described in clause 6 hereof;
- 1.12. "Terms and Conditions" means the terms and conditions of supply of Services set out in this Agreement;
- 1.13. "Work" means all work to be effected in terms of this document by the Service Provider at the specified property.

2. DURATION

- 2.1. This Agreement will, come into operation on date of first payment and will continue on a month-to-month basis, unless terminated by either party in accordance with the terms and conditions contained herein.
- 2.2. Unless the Client provides 30 (thirty) days' written notice to the Service Provider of the Client's intention to terminate/cancel this Agreement, the Agreement will continue on afore said basis.
- 2.3. The duration of the Agreement is subject to the Service Provider's service delivery capacity.

3. PAYMENT

- 3.1. A Monthly Service Fee of R 185.00 is payable by the Client to the Service provider for the duration of the Service Period.
- 3.2. Monthly Service Fees are payable: on the first day of each month
 - 3.2.1. Via debit order only. The Client agrees to complete the Bank Debit Order Instructions annexed hereto.
- 3.3. Monthly service fees are due and payable on the 1st (first) day of each month.
- 3.4. The Service Provider reserves the right to vary the Monthly Service Fee, however, the Service Provider will provide 30 (thirty) days' written notice to the Client of a variation of the Monthly Service Fee.
- 3.5. The Service Provider will raise monthly interest *a tempore morae* on any amount not paid by the Client on the due date, at the interest rate determined in terms of the Prescribed Rate of Interest Act 55 of 1973, calculated from the date on which such payment was due and payable until full and final settlement/payment.

4. OBLIGATIONS OF THE SERVICE PROVIDER

The Service Provider will:

- 4.1. Supply plumbing maintenance related labour to the Client, at the client's request;
- 4.2. Perform the Services with reasonable skill and care and to the highest standards and in accordance with recognized codes of practice.
- 4.3. Comply with all relevant health and safety regulations.

- 4.4. Be responsible for all waste management and disposal required in the course of providing the Services.
- 4.5. Always clear and tidy the work area on completion.
- 4.6. Take all reasonable steps to protect furniture, floor coverings and any other valuables when providing the Services.
- 4.7. 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.
- 4.8. Hold valid employer and public liability insurance policies.
- 4.9. Provide a 3 (three) month guarantee after final handover and signoff.
- 4.10. The Service Provider expressly states that it is not financial service provider.

5. OBLIGATIONS OF THE CLIENT

The Client will:

- 5.1. Not make use of alternative plumbers other than the Service Provider or an appointed sub-contractor appointed by the Service Provider, for the relevant plumbing maintenance related labour as contracted for herein.
- 5.2. Provide access to his/her property at the times specified for the necessary duration of the services to be provided. Normal working hours are Mondays to Fridays at 08h00 – 17h00. Special arrangements will be made for work to be completed on Saturdays, Sundays and/or Public Holidays.
- 5.3. Co-operate with all reasonable requests made by the Service Provider.
- 5.4. Not cause any unreasonable delays.
- 5.5. Provide electricity, water and toilet facilities to the Service Provider for the purpose of rendering the Services.
- 5.6. Be responsible for any renovations required after the Services have been supplied, unless otherwise provided for in the quotation (if applicable).
- 5.7. Ensure adequate ventilation in areas requiring indoor work.
- 5.8. 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.
- 5.9. Inform the Service Provider of any faults or problems in respect of the services provided or products and/or materials (if applicable) supplied as soon as possible after such fault or problem is discovered within 3 (three) months after final handover and/or signoff.
- 5.10. Ensure that payment of money due in terms of this Agreement is made in accordance with the provisions hereof.

6. DESCRIPTION OF SERVICES

- 6.1. The plumbing maintenance related labour provided by the Service Provider include, but is not limited to, the following issues:
 - 6.1.1. Leaking taps and toilets;
 - 6.1.2. Burst or leaking pipes, garden sprinklers, drainpipes, water tanks and pressure pumps;
 - 6.1.3. Blocked drains, toilets, urinals, baths, showers, basins, sinks;

- 6.1.4. Tap replacements;
 - 6.1.5. Shower heads and arm replacements;
 - 6.1.6. Shower floor re-installation and waterproofing (after repairs to drain or trap);
 - 6.1.7. Replacement of broken sanitary-ware such as a basin and toilet or shower divider;
 - 6.1.8. Replacement and repairs of parts relating to geysers;
 - 6.1.9. Determination of faults such as poor water pressure;
 - 6.1.10. Leak detection for residential premises.
- 6.2. The plumbing maintenance related labour provided by the Service Provider expressly exclude the following:
- 6.2.1. Parts and material such as: sanitary-ware, taps, baths, and shower dividers;
 - 6.2.2. New plumbing installations;
 - 6.2.3. Renovations, including installation of pipes, fittings, and sanitary-ware;
 - 6.2.4. Result and damages such as: broken tiles when pipes need to be repaired; wall paint and repairs; ceiling damages;
 - 6.2.5. Septic tanks;
 - 6.2.6. Municipal water; sewer lines and water meters;
 - 6.2.7. Boreholes and borehole pumps;
 - 6.2.8. Electrical issues;
 - 6.2.9. Warranty claims such as geysers under warranty is the Manufacturer's responsibility.

7. BREACH

- 7.1. Should the Client be in default of any payment due in terms of this Agreement or be in breach of its terms in any other way and fail to remedy such default or breach, the Service Provider will be entitled, without prejudice to any alternative or additional right or action or remedy available to them under the circumstances, to claim immediate payment of all amounts due to the Service Provider in terms of the Agreement, provided that if the Client does not make immediate payment, the Service Provider may, refer the matter to a court of law within the Republic of South Africa with jurisdiction.
- 7.2. Without prejudice to any other remedies which either of the Parties may otherwise have in terms of the Agreement or in law, the aggrieved party shall be entitled to terminate the Agreement, by written notice to the other, in the event that the infringing party:
- 7.2.1. Breached any terms and conditions contained in this Agreement;
 - 7.2.2. Breaches any of its obligations and/or warranties in terms of this Agreement;
 - 7.2.3. Acts dishonestly and/or in bad faith;
 - 7.2.4. Made or makes any intentional or negligent misrepresentation to the aggrieved party, whether in any negotiations preceding the conclusion of, or in the execution of this Agreement; and
 - 7.2.5. Conducts itself in a manner which is likely to bring the aggrieved party into disrepute.

8. TERMINATION / CANCELLATION

- 8.1. The Service Provider reserves the right to cancel the Agreement if the Client breaches any material term or condition contained herein and after 30 (thirty) days' written notice doesn't rectify such breach.
- 8.2. Each Party has the right to terminate/cancel the Agreement subject to 30 (thirty) days' written notice delivered to the other party.

9. DISPUTE RESOLUTION

- 9.1. If the Parties are unable to resolve any dispute resulting from this Agreement by means of joint co-operation or discussion between the parties directly involved with the execution of this Agreement, within 5 (five) calendar days after a dispute arises or such extended time period as the Parties may in writing allow, then such a dispute shall be submitted to the most

senior executives of the Parties who shall endeavour to resolve this dispute, within 5 (five) calendar days after it having been referred to them.

- 9.2. Should the dispute not be resolved in the aforesaid manner, then it shall be resolved by way of referral to the relevant Party's attorneys of record and/or a court of law within the Republic of South Africa with jurisdiction.

10. LIABILITY

- 10.1. The Service Provider 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.
- 10.2. The Client indemnifies and holds the Service Provider harmless against any claim of whatsoever nature which may be brought against the Service Provider 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.
- 10.3. It is agreed that no insurer will have any rights of subrogation against the Service Provider and the Client agrees to notify its insurers of all the provisions of this clause.
- 10.4. The Service Provider agrees to use all reasonable care in providing services and installing products and/or materials. Should the Service Provider inform the client that damage may be caused to the premises during the provision of services, the Service Provider will not be liable for the damage caused in this instance.

11. FORCE MAJEURE

- 11.1. 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.
- 11.2. 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.
- 11.3. 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.

12. SEVERABILITY

- 12.1. If any provision of this Agreement is invalid or unenforceable for any reason, it will not thereby invalidate the whole Agreement, unless the provision in question goes to the heart of the Agreement. In such event, the Party who is adversely affected by the invalid provision may elect to cancel the Agreement, or to continue with it, or continue with it subject to Agreement on any appropriate provision to replace the invalid or unenforceable one.

13. WAIVER

- 13.1. Notwithstanding any provisions in this Agreement, the Client hereby agrees to waive all claims for any harm or loss, including consequential losses, which it may substantially have against the Company, its employees, agents or any other persons connected in some way to the services referred to in this Agreement, such claims having arisen from any cause whatsoever

14. CESSION, ASSIGNMENT, DELEGATION AND TRANSFER

14.1. Neither of the Parties shall be entitled to assign, cede, delegate or transfer any rights, obligations, share or interest acquired in terms of this Agreement, in whole or in part, to any other party or person without the prior written consent of the other, which consent shall not unreasonably be withheld or delayed.

15. WARRANTEES

15.1. Within 6 (six) months after the supply of services and/or installation of all products and materials, the Service Provider will repair or replace any defective equipment.

15.2. 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.

15.3. Certain parts used are under guarantee by the relevant Manufacturer/Supplier.

15.4. The Service Provider cannot be held liable for any damages caused due to faulty manufacturing of the parts/products/material.

16. DOMICILIUM CITANDI ET EXECUTANDI

16.1. The Client hereby appoints the address appearing in the schedule hereto, as its chosen *domicilium citandi et executandi*, being the address at which the Client will accept service of all court notices, court processes or any other documents.

16.2. The Service Provider appoints the address of: **53A RIVIER STREET, POTCHEFSTROOM, 2531**, as its chosen *domicilium citandi et executandi*, being the address at which the Service Provider will accept service of all court notices, court processes or any other documents.

17. GOOD FAITH

17.1. The Parties shall act with the utmost good faith between each other in all matters concerning this Agreement and the Parties shall use their best endeavours to ensure that the objectives of this Agreement are met and realised.

18. COSTS

18.1. In the event of the Service Provider having to instruct its attorneys to enforce against the Client any of its rights in terms of this Agreement and/or to recover any amount owing by the Client to the Service Provider in terms hereof, the Client will be liable for, and will effect immediate payment of, the Service Provider's legal costs on the scale as between attorney and client incurred in respect thereof, including, where applicable, collection commission and tracing agent charges, and regardless of whether or not any action or proceedings have been instituted by the Service against the Client.

19. SIGNATORIES

19.1. If more than one person signs this agreement on behalf of the Client, the signatories will be jointly and severally liable for the Client's obligations.

20. AUTHORITY

20.1. In the event of the Client being a juristic person, any natural person signing on behalf of such a juristic person, hereby warrants his authority to sign this agreement, it being within the scope of his powers, objects and authority.

21. SURETY

- 21.1. In the event of the Client being a juristic person any natural person signing on behalf of such juristic person, hereby binds himself as surety and co-principal debtor in *solidum* with the Client to the Service Provider, for the due and proper performance by the Client of all his/hewr/its obligations to the Service Provider whether presently due, owing and payable or becoming due, owing and payable in the future, and hereby waives and renounces the benefits of *excussio*, *division*, *exception non causa debiti* and cession of action.

22. RELAXATION

- 22.1. No indulgence, leniency or extension of a right, which either of the Parties may have in terms of this Agreement, and which either party ("the grantor") may grant or show to the other party, shall in any way prejudice the grantor, or preclude the grantor from exercising any of the rights that it has derived from this Agreement, or be construed as a waiver by the grantor of that right.

23. GOVERNING LAW

- 23.1. The Parties hereby agree that the validity and interpretation of this Agreement will be governed by the laws of the Republic of South Africa.

24. JURISDICTION

- 24.1. The Client hereby consents, in terms of Section 45 of the Magistrates' Court Act, No. 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court having territorial jurisdiction over the Client, notwithstanding that any action or proceeding arising herefrom would otherwise be beyond the jurisdiction of such Court; provided that the Service Provider will always have the right to institute any action or proceedings in any other competent Court having jurisdiction and, in the event of the Service Provider exercising such election so as to institute any such action or proceedings in any division of the High Court of South Africa, the Client agrees that this will have no adverse effect on the Service Provider's right to claim costs on the High Court scale as between attorney and client.

25. THE PROTECTION OF PERSONAL INFORMATION ACT (POPIA)

- 25.1. The Client is hereby notified that its personal information and, if applicable, that of its representative/s and other parties provided to the Service Provider herein or otherwise, will be collected and processed by the Service Provider as envisaged in the POPI Act, primarily for the purpose of enabling the Service Provider to conclude this Agreement with the Service Provider in respect of the supply of services to the Client
- 25.2. The Service Provider is the responsible party in respect of such personal information, as envisaged in the POPI Act, and its address and contact details appear at the top of page 1 hereof.
- 25.3. The Client and, if applicable, its said representative/s and other parties acknowledge/s that:
- 25.4. The furnishing by him, her, them or it of such personal information is voluntary and not mandatory; and
- 25.5. The consequence of failure to provide such personal information could lead to the inability of the Service Provider to conclude this Agreements with the Client.

- 25.6. The Client and, if applicable, its said representative/s and other party/ies acknowledge/s and confirm/s that the Service Provider may process his, her, their or its information, including information regarding identity and/or registration numbers, e-mail addresses, physical and/or postal addresses, telephone numbers and full names.
- 25.7. The processing of information by the Service Provider includes the collection, storage, updating, use, making available and/or destruction thereof, so as to enable the Service Provider to:
- 25.7.1. Conclude agreements with the Client in respect of providing services to the Client;
 - 25.7.2. Enforce and/or collect on any agreement, when the Client is in default or breach of this Agreement's provisions and/or to trace the whereabouts of the Client for purposes of such enforcement and/or collection;
 - 25.7.3. Do affordability assessments, credit assessments in respect of the Client; and
 - 25.7.4. Deliver documents and/or notices to the Client.
- 25.8. The Client and, if applicable, its said representative/s and other parties acknowledge/s and confirm/s that the Service Provider may share his, her, their or its personal information with the following persons whom have an obligation to keep the personal information secure and confidential:
- 25.8.1. Attorneys, tracing agents, debt collectors and/or other persons that assist with the enforcement of this Agreement;
 - 25.8.2. Law enforcement and/or fraud prevention agencies;
 - 25.8.3. Regulatory authorities, governmental departments, local and/or international tax authorities and/or other persons that the Service Provider under law has to share the personal information with;
 - 25.8.4. Persons to whom the Service Provider cedes its rights and/or delegates its obligations in terms of this Agreement; and
 - 25.8.5. Contractors and/or employees of the Service Provider who are required to be informed of the personal information in order to enable the Service Provider to comply with any quotation (if applicable) to and/or agreement with the Client in respect of the Services.
- 25.9. The Client and, if applicable, its said representative/s and other parties acknowledge/s and confirm/s that he, she, they or it may:
- 25.9.1. Access the information that the Service Provider has about him, her, them and/or it and may request the Service Provider to correct and/or delete the information if it is inaccurate, irrelevant, excessive, out of date, incomplete, misleading, obtained unlawfully and/or no longer authorised to be kept, and may file a complaint with the Information Regulator established in terms of the POPI Act about an alleged contravention of the protection of his, her, their or its information; and
 - 25.9.2. Withdraw his, her, their and/or its consent which allows the Service Provider to process his, her, their or its information, except if otherwise allowed, and/or required by law.

26. ENTIRE AGREEMENT

- 26.1. This Agreement, including the Schedules, shall constitute the entire Agreement between the Parties, and no representation by any of the Parties or their agents, whether made prior or subsequent to the signing of this Agreement shall be binding on any of the Parties unless reduced to writing and signed by the Parties.

The terms and conditions is signed and accepted via the signup page by selecting yes you have read the terms and conditions