

Quotation Repairs and Alterations

Thunder Services (Pty) Ltd

Reg No: 2019/073909/07

"MEASURE TWICE, CUT ONCE, THEN FORCE IT TO FIT"



Date
October 14, 2019

To
House Regeneration
info@hr7.co.za
082 602 1361

ATTENTION:
Andrie Jacobs

INSTRUCTIONS

- * Not VAT Registered
- * Kindly use QUOTATION / INVOICE NUMBER as payment Reference number.
- * Deposit required to be finalized after final quote

Repairs and Alterations of house

NO	DESCRIPTION	QUANTITY	TOTAL
1	Entrance Area		
	Remove existing aluminum sliding door	1	
	Build up damaged area`s on walls	1	
	Repair all cracks and collapsing building work at door frames and joint areas	1	
	Fix repaired brick work with plastering	1	
	Paint new plaster area`s with final coats paint Colors to be specified by client only one color		
	Paint all area`s to match the office, entrance area	1	
	Plaster new building work	1	
	Paint new plaster work	1	
	Supply and install new fabricated aluminum door and side glasses	1	
	Supply and install new trellis door	1	
	Supply and install new safety gate at new aluminum door	1	
	Outside paving by entrance area to be removed	1	
	Make all area`s level	1	
	Supply and install paving cable to match existing pavers	1	
	End all pavers with concrete curbs consisting of mortar and concrete	1	
	Supply and install grout on all new paving and removed paving area`s	1	
	Remove damaged grass at entrance area that was damaged during construction	1	

Tel: 071 538 8262 /
073 859 8296

Email: westpach@gmail.com

NO	DESCRIPTION	QUANTITY	TOTAL
	General landscaping done to all damaged area`s	1	
	Clean site area	1	
2	Boardroom		
	Remove existing door	1	
	Supply and install new solid wood door	1	
	Supply and install new 3 lever door lock system	1	
	Paint door with wood preservative	1	
	Repair all cracks in walls	1	
	Plaster all repairs area`s	1	
	Paint all plastered area`s	1	
	Paint all walls to match existing paint work	1	
	Clean site area		
3	Toilet men`s room		
	Remove double wall door frame	1	
	Remove door	1	
	Break frame where needed	1	
	Supply and install new double wall door frame	1	
	Supply and plaster all new brick work	1	
	Paint all new plaster work to match existing paint work as close as possible	1	
	Supply and install new solid outside door	1	
	Supply and install new 3 lever door lock and door handle	1	
	Paint new wooden door with wood preservative	1	
	Clean site area		
4	Walk thru Hall - Opposite of toilet men`s room		
	Fill up excavated area with ground	1	
	Compact new filled up area with walker	1	
	Prepare new surface for concrete work	1	
	Supply and install new reference 193 steel and plastic where needed	1	

INITIAL (S)

NO	DESCRIPTION	QUANTITY	TOTAL
	Supply and pour concrete at new area	1	
	Steel float all new concrete work	1	
	Build double brick wall to close area	1	
	Plaster all new brick work	1	
	Supply and install new plumbing for sink in kitchen	1	
	Supply and install new wooden kitchen cabinet where needed	1	
	Supply and install new ceiling and cornice where needed	1	
	Paint all new ceiling and cornice work with white paint	1	
	Paint all new and existing plaster work to match existing paint work	1	
	Supply and install new double solid outside door	1	
	Supply and install new 3 lever door lock and handle set	1	
	Paint new wooden door with wood preservative	1	
	Supply and install new steel frame work for new roof	1	
	Paint new frame work with premier	1	
	Supply and install new IBR Roof sheeting on frame work	1	
	Supply and install gutter system with downpipe	1	
	Clean site area	1	
5	Personnel office		
	Supply and install steel frame work	1	
	Paint new frame work	1	
	Supply and install new IBR Roof sheeting on frame work	1	
	Clean site area	1	
6	Dormitory 1		
	Inside		
	Remove existing double rotten outside door	3	
	Supply and install new double solid wooden outside door	3	
	Supply and install new 4 lever door lock system ad door handles	3	
	Supply and install barrel bolts where needed – only on double doors and only 1 per door	3	
	Paint new wooden door with wood preservative	3	

INITIAL (S)

NO	DESCRIPTION	QUANTITY	TOTAL
	Remove existing inside doors	13	
	Break existing door frames	13	
	Supply and install new single wall door frames	13	
	Building work on all new door frames	13	
	Build all existing toilet walls to specified heights	3	
	Plaster all new building work	13	
	Supply and install new steel corner beads on corner walls for protection		
	Paint all new plaster work to match existing paint work as close as possible	13	
	Supply and install new Masonite doors	13	
	Supply and install new door handle	13	
	Supply and install new 3 lever door locks	13	
	Paint all new Masonite doors with white enamel paint	13	
	Paint all new door frames with white enamel paint	13	
	Clean site area	1	
	Outside		
	Supply and install new gutters where specified	1	
	Supply and install new down pipes where specified	1	
	Prepare all measured meters outside of building for new concrete path way – 75m x 1m x 100mm	1	
	Use plate compacter to level ground and get maximum compaction – 75m x 1m x 100mm	1	
	Build boxes to keep concrete at desired position	1	
	Supply and pour concrete in sections	1	
	Steel float all new concrete work	1	
	Remove all boxes around concrete work	1	
	Finish concrete work	1	
	Clean site area	1	
7	Dormitory 2		
	Inside		
	Remove existing double rotten outside door	2	
	Supply and install new double solid wooden outside door	2	

INITIAL (S)

NO	DESCRIPTION	QUANTITY	TOTAL
	Supply and install new 4 lever door lock system ad door handles	2	
	Supply and install barrel bolts where needed Supply and install barrel bolts where needed – only on double doors and only 1 per door	2	
	Paint new wooden door with wood preservative	2	
	Remove existing inside doors	14	
	Break existing door frames	14	
	Supply and install new single wall door frames	14	
	Building work on all new door frames	14	
	Build all existing toilet walls to specified heights	3	
	Plaster all new building work	14	
	Supply and install new steel corner beads on corner walls for protection		
	Paint all new plaster work to match existing paint work as close as possible	14	
	Supply and install new Masonite doors	14	
	Supply and install new door handle	14	
	Supply and install new 3 lever door locks	14	
	Paint all new Masonite doors with white enamel paint	14	
	Paint all new door frames with white enamel paint	14	
	Clean site area	1	
	Outside		
	Supply and install new gutters where specified	1	
	Supply and install new down pipes where specified	1	
	Prepare all measured meters outside of building for new concrete path way – 75m x 1m x 100mm	1	
	Use plate compacter to level ground and get maximum compaction – 75m x 1m x 100mm	1	
	Build boxes to keep concrete at desired position	1	
	Supply and pour concrete in sections	1	
	Steel float all new concrete work	1	
	Remove all boxes around concrete work	1	
	Finish concrete work	1	
	Clean site area	1	
8	Dormitory 3		

INITIAL (S)

NO	DESCRIPTION	QUANTITY	TOTAL
Inside			
	Digging of foundations	1	
	Supply and install reinforcing in foundations	1	
	Building of floor levels to specified height and levels	1	
	Compacting all ground work for new slabs	1	
	Supply and install new ground cover plastic	1	
	Supply and install new steel mesh on new covered plastic for floor's	1	
	Build all outside walls height	1	
	Supply and install new standard outside door with door frames where specified	1	
	Supply and install all electrical plugs, lights and DB Board where specified	1	
	Supply and install new roof trusses	1	
	Supply and install new IBR Roof sheeting	1	
	Supply and install new 1m wide concrete paving around dormitory	1	
	Plaster all new building work	1	
	Supply and install new steel corner beads on corner walls for protection		
	Supply and install new ceilings in all rooms and all areas where needed at the dormitory	1	
	Supply and install new cornice at all new ceilings	1	
	Paint all new building and plaster work	1	
	Colors to be specified by client only one color		
	Paint all new ceiling and cornice work with white paint	1	
	Supply and install all new standard plumbing work for new showers and wash hand basins	4	
	Supply and install new toilet plumbing at positions	4	
Outside			
	Supply and install new gutters where specified	1	
	Supply and install new down pipes where specified	1	
	Prepare all measured meters outside of building for new concrete path way – 75m x 1m x 100mm	1	
	Use plate compacter to level ground and get maximum compaction – 75m x 1m x 100mm	1	
	Build boxes to keep concrete at desired position	1	
	Supply and pour concrete in sections	1	
	Steel float all new concrete work	1	

INITIAL (S)

NO	DESCRIPTION	QUANTITY	TOTAL
	Remove all boxes around concrete work	1	
	Finish concrete work	1	
	Clean site area	1	
9	Dining room		
	Remove IBR Roof sheeting	1	
	Supply and install new reinforced roof trusses to strengthen roof structure	1	
	Supply and install new IBR Roof sheeting	1	
	Supply compliance certificate	1	
	Supply occupation certificate	1	
	Prepare all measured meters outside of building for new concrete path way – 41m x 1m x 100mm	1	
	Use plate compacter to level ground and get maximum compaction – 41m x 1m x 100mm	1	
	Build boxes to keep concrete at desired position	1	
	Supply and pour concrete in sections	1	
	Steel float all new concrete work	1	
	Remove all boxes around concrete work	1	
	Finish concrete work	1	
	Supply and install new gutters where specified	1	
	Supply and install new down pipes where specified	1	
	Clean site area	1	
10	Church		
	Prepare all measured meters outside of building for new concrete path way – 90m x 1m x 100mm	1	
	Use plate compacter to level ground and get maximum compaction – 90m x 1m x 100mm	1	
	Build boxes to keep concrete at desired position	1	
	Supply and pour concrete in sections	1	
	Steel float all new concrete work	1	
	Remove all boxes around concrete work	1	
	Finish concrete work	1	
	Supply and install new gutters where specified	1	
	Supply and install new down pipes where specified	1	

INITIAL (S)

NO	DESCRIPTION	QUANTITY	TOTAL
	Clean site area	1	
11	Gym		
	Remove existing inside doors	2	
	Break existing door frames	2	
	Supply and install new single wall door frames	2	
	Building work on all new door frames	2	
	Plaster all new building work	2	
	Paint all new plaster work to match existing paint work as close as possible	2	
	Supply and install new Masonite doors	2	
	Supply and install new door handle	2	
	Supply and install new 3 lever door locks	2	
	Paint all new Masonite doors with white enamel paint	2	
	Paint all new door frames with white enamel paint	2	
	Clean site area	1	
12	Toilets – We will not be liable for any breakages of toilets		
	Remove all inside leaking parts inside toilet system	12	
	Supply and install new Cistern systems inside toilets	12	
	Clean site area	1	
13	Renovate skills and development		
	Remove all existing bathroom tiles	1	
	Remove all existing bathroom showers	4	
	Remove all existing bathroom toilets	3	
	Remove all existing bathroom wash hand basins	2	
	Remove all existing bathroom ceilings	1	
	Remove all existing bathroom broken doors	6	
	Remove all existing bathroom door frames	6	
	Remove all existing bathroom broken windows glasses in window panels	8	
	Supply and install new bathroom standard size tiles	1	
	Supply and install new bathroom shower plumbing	4	

INITIAL (S)

NO	DESCRIPTION	QUANTITY	TOTAL
	Supply and install new shower glass standard shower doors	4	
	Supply and install new standard taps for showers	4	
	Supply and install new bathroom standard toilets Just toilets no pipe work	3	
	Supply and install new bathroom standard wash hand basins	2	
	Supply and install new bathroom wash hand basin plumbing	2	
	Supply and install new bathroom standard wash hand basin taps	2	
	Supply and install new bathroom ceilings with new cornice	1	
	Supply and install new bathroom standard inside doors	6	
	Supply and install new bathroom standard inside door frames	6	
	Supply and install new bathroom window glasses in window frames	8	
	All new paint work inside all rooms walls in this area's Colors to be specified by client only one color	1	
	All new paint work on floors where needed Please keep in mind paint on floors wear off we will not be liable if this happens	1	
	Supply and install new electrical light points where needed in all rooms in this area's	1	
	Supply and install all new plugs needed for new machine positions where needed in this area's	1	
14	New auditorium building		
	Digging of foundations	1	
	Supply and install new reinforcing in foundations	1	
	Building of floor level walls (220mm)	1	
	Compacting of all grand work in new slabs	1	
	Supply and install new ground covering plastic	1	
	Supply and install new steel mesh for concrete work	1	
	Poor new concrete on floor area	1	
	Build new walls (220mm)	1	
	Supply and install new standard steel windows where needed	1	
	Supply and install new door with door frames where needed	1	
	Supply and install new IBR Roof sheeting	1	
	Poor of screed inside on floor	1	
	Supply and install new ceilings	1	
	Supply and install new cornice at new ceilings	1	

INITIAL (S)

NO	DESCRIPTION	QUANTITY	TOTAL
	Paint new ceilings and cornice with white paint	1	
	Supply and install new electrical plug points where needed	1	
	Supply a install new electrical light points where needed	1	
	Building of small stage in front of auditorium	1	
	Supply and install sound system for auditorium	1	
	Plaster all new build walls	1	
	Paint new plaster walls with final coats paint Colors to be specified by client only one color	1	
15	Repairs and alterations to TLC		
	Remove all existing ceilings and cornice	1	
	Supply and install new mesh sheets in ceilings	1	
	Supply and install new ceilings and cornice	1	
	Paint new ceiling and cornice work with white paint	1	
	Repair outside plaster work where not finished for paint work	1	
	Paint all repaired plaster work to match existing paint work as close as possible	1	
	Supply and install new gutters where specified	1	
	Supply and install new down pipes where specified	1	
	Supply and install new burglar bars where specified	1	
16	Tribal stairs		
	Digging foundations for new stairs	1	
	Building new stairs with brick work	1	
	Plaster all new brick work	1	
	Removed of all building rubble at back off dormitory and TLC Building	1	
	Ground leveling preparations	1	
	Supply and install specified	1	
	Landscaping of area specified	1	
	Supply and install new volley ball court with specifications provided	1	

INITIAL (S)

NO	DESCRIPTION	QUANTITY	TOTAL
17	Dam and Irrigation systems - R 850 000.00	1	
	This is just an estimated amount if any additions will be added or any deletions it will affect the costs and the quote must be re-quoted		
18	Architects - R 55 000.00	1	
	This is just an estimated amount if any additions will be added or any deletions it will affect the costs and the quote must be re-quoted		
19	Engineers - R 38 000.00	1	
	This is just an estimated amount if any additions will be added or any deletions it will affect the costs and the quote must be re-quoted		
19	Quantity surveyor - R 85 000.00	1	
	This is just an estimated amount if any additions will be added or any deletions it will affect the costs and the quote must be re-quoted		

PLEASE TAKE NOTE OF THE FOLLOWING

More details will be added ones we received drawings from the architects

This amount is only an estimate amount

It can only be calculated ones a drawing is received

Thunder Services is only giving an estimated and cannot be held liable for any figures until a correct tender, or bill of quantities is given by an quantity surveyor

All above mentioned prices and quantity's is only estimated

An proper price and quantity services can supply us with a bill of quantity's

Thunder Services cannot be held at this estimated as it is not 100% accurate

INITIAL (S)

NO	DESCRIPTION	QUANTITY	TOTAL
		Total	R 11 480 000.00

Deposit Requested to be finalized after final quote

Short summary of terms & conditions to note:- Please also read all the other terms & conditions that follow!

Thunder Services supply all materials

All materials on site and already installed remains the property of the Thunder Services unit quote is paid in full

Client will be responsible for access to water & electricity supply if needed

Booking only on `deposit paid` bases

The items in this project must be treated as a unit, any deletions or additions will result in a new quote

Quotation valid for 14 days

BANKING DETAILS

BENEFICIARY: Thunder Services
 BANK: Nedbank
 TYPE ACCOUNT: Business Enabler
 ACCOUNT NUMBER: 1186628731
 BRANCH CODE: 15974500
 NOTIFICATION SMS: 071 538 8262

Acceptance of Quotation

***By Accepting Quotation by means of signature on space provided below, you hereby acknowledge that you have read, understand and accept the Terms and Conditions as set out below.**

Signature of Authorized Person

TERMS AND CONDITIONS:

The following standard terms and conditions will regulate the relationship between Thunder Services (Pty) Ltd and the CUSTOMER in respect of all work effected in terms of this agreement.

1. DEFINITIONS

- 1.1. Thunder Services (Pty) Ltd - Shall mean Thunder Services (Pty) Ltd Professional Maintenance Service, an independent Thunder Services (Pty) Ltd, contracted by the CUSTOMER to affect the work in terms of this agreement.
- 1.2. CUSTOMER - Shall mean 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 in this agreement.
- 1.3. PROPERTY - Shall mean the CUSTOMER'S property at which the work is to be affected and shall be deemed to be at the address reflected on the face hereof, unless the contrary is stated.
- 1.4. WORK - Shall mean all work to be affected in terms of this agreement by Thunder Services (Pty) Ltd at the property as specified on the face hereof, it being understood that no additional work shall be deemed to form part of this agreement unless it is specifically recorded in an addendum hereto.
- 1.5. CONTRACT PRICE - Shall be the amount payable in terms of this agreement as specified on the face hereof in respect of the work to be affected at the property as quoted for in the signed quotation.
- 1.6. DRAWINGS - Shall mean architectural drawings prepared in respect of the work, if the work requires such drawings, which shall be supplied by the CUSTOMER unless Thunder Services (Pty) Ltd is specifically instructed to have the drawings prepared by an architect, at such additional fees as may be agreed upon.
- 1.7. PRACTICAL COMPLETION - Shall mean the date on which the work has been completed and handed over to the CUSTOMER together with Thunder Services (Pty) Ltd final invoice in respect of the work so completed.
- 1.8. MATERIALS - Shall mean any and all materials, appliances and apparatuses to be installed, or used in the execution of the work.
- 1.9. EQUIPMENT - Shall mean such tools and machinery as may be necessary to execute the work.

INITIAL (S)

2. AGREEMENT

- 2.1. The CUSTOMER agrees that (a) this Agreement represents the entire Agreement between the CUSTOMER and Thunder Services (Pty) Ltd and that any alterations or additions to this Agreement may not be effected unless agreed to by both parties, reduced to writing and signed by the CUSTOMER and Thunder Services (Pty) Ltd; (b) this Agreement will govern all future contractual relationships between the parties, notwithstanding receipt or acknowledgement of the CUSTOMER'S own order form or conditions; (c) this Agreement is applicable to all existing debts between the parties; (d) this Agreement is final and binding and is not subject to any suspensive or resolutive conditions; (e) and conflicting terms, conditions or agreements without prejudice to any securities or guarantees held by Thunder Services (Pty) Ltd and; (f) this Agreement applies to all employees and sub representatives of Thunder Services (Pty) Ltd.
- 2.2. The Sub-Contractor hereby binds himself in his 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 and severable for the full amount due to Thunder Services (Pty) Ltd and agrees this agreement will apply in the same way to him as soon as any work is excepted.
- 2.3. Notwithstanding the provisions of clause 2.1 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.
- 2.4. The CUSTOMER hereby gives his/her consent for a credit check.
- 2.5. The invalidity of any part of the Agreement shall not affect the validity of any other part.

3. APPOINTMENT

- 3.1. The CUSTOMER appoints Thunder Services (Pty) Ltd to affect 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 affected.

4. QUOTATION

- 4.1. All quotations will remain valid for a period of fourteen (14) days from the date of the quotation, or until the date of issues of any new price list, whichever occurs first, or unless specified in writing by Thunder Services (Pty) Ltd.
- 4.2. Delivery and performance times quoted are estimates and are not binding on Thunder Services (Pty) Ltd.
- 4.3. All quotations are subject to the availability of input goods or services and subject to correction of good faith errors by Thunder Services (Pty) Ltd, and the prices quoted are subject to any increase in the cost price, including currency fluctuations, to Thunder Services (Pty) Ltd before acceptance of the order.
- 4.4. In the event of the CUSTOMER disputing the amount of the cost increase in clause 4.3 above, the said amount may be certified by an independent auditor and such certificate shall be final and binding on the CUSTOMER.

5. PROVISION OF MATERIALS AND EQUIPMENT

- 5.1. Unless the contrary is specified on the face hereof, Thunder Services (Pty) Ltd shall provide all materials and equipment necessary for the proper execution of the work. All materials shall be of the kind and quality as described on the face hereof, alternatively in terms of the architect's specifications, if applicable and Thunder Services (Pty) Ltd shall upon the request of the CUSTOMER furnish him with vouchers to prove that the materials are of such standard.
- 5.2. Thunder Services (Pty) Ltd reserves the right, at its sole discretion, to provide alternative products at the prevailing prices to those ordered by the CUSTOMER, should those products have been superseded, replaced or otherwise become unavailable.
- 5.3. Products are sold "voetstoets" with no warranty against latent defects. All guarantees, including common law guarantees, are hereby specifically excluded.
- 5.4. If the CUSTOMER supplies any materials, or equipment, and or, accessories to be utilized in the work, Thunder Services (Pty) Ltd shall not be responsible for any defects thereto, nor the quality thereof, it being agreed that Thunder Services (Pty) Ltd 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.
- 5.5. All fixed and unfixed materials purchased by Thunder Services (Pty) Ltd shall be deemed to be under the control of Thunder Services (Pty) Ltd and subject to his lien for payment of any amounts which may become owing in terms of the Agreement. It is recorded that any materials which have been purchased by Thunder Services (Pty) Ltd and affixed to the property shall remain the property of Thunder Services (Pty) Ltd until payment in full has been affected by the CUSTOMER. Once payment in terms of the agreement has been affected in full, all materials which have been fixed to the property shall become the sole and exclusive property of the CUSTOMER and all unfixed materials shall be removed from the property, the unfixed materials being deemed to be property of Thunder Services (Pty) Ltd.

INITIAL (S)

- 5.6. During the execution of the work, the CUSTOMER shall take reasonable steps to protect all material on his property from the risk of loss, theft or damage thereto, in Thunder Services (Pty) Ltd absence. In the event of loss, or theft the CUSTOMER agrees to replace such material, at his expense. Thunder Services (Pty) Ltd shall, during his presence on the property, be responsible for all materials on the property and shall exercise the same caution to protect the CUSTOMER'S interests in the material from the risk of loss, theft or damage.
- 5.7. It is recorded that the CUSTOMER shall not be entitled to insist on detailed costings in respect of all materials, it being recorded that the work is performed in terms of a fixed cost, as specified on the face hereof, and that the costs of the materials have been factored into such price irrespective of the costs thereof to Thunder Services (Pty) Ltd.
6. LAWS, BYLAWS AND REGULATIONS
- 6.1. Thunder Services (Pty) Ltd shall comply with any Act of Parliament, regulations and bylaws of any local authority and/or any public service company, or authority relating to the work, as may be applicable and required, provided that if any fees are payable to any statutory body, or similar entity, the costs thereof shall be for the CUSTOMER'S account, it being recorded that the contract price stipulated on the face hereof is exclusive of any additional fees, charges, or taxes that may be payable pursuant to this particular clause.
- 6.2. There shall be no obligation upon Thunder Services (Pty) Ltd to ensure that the work as directed by the CUSTOMER and/or the architect do not encroach on building regulations, or building lines, the CUSTOMER, or his agent, being solely responsible to ensure compliance in this regard.
7. EXECUTION OF WORK IN ACCORDANCE WITH AGREEMENT AND DRAWINGS
- 7.1. Thunder Services (Pty) Ltd shall not make any variation to the drawings, if applicable, and shall affect the work strictly in accordance with the drawings, alternatively the specifications of the work as recorded on the face hereof. Any deviation from the drawings, or specifications on the face hereof shall only be effected if it is properly recorded and signed by Thunder Services (Pty) Ltd and the CUSTOMER, or his architect if applicable, and without such written variation in respect of the work, Thunder Services (Pty) Ltd shall not be obliged to give effect to any additional requirements, or instructions from the CUSTOMER.
- 7.2. If the CUSTOMER requires any additional work, variations, or alterations from the work as specified on the face hereof, he shall advise Thunder Services (Pty) Ltd thereof and Thunder Services (Pty) Ltd shall, within Forty-Eight (48) hours, inform the CUSTOMER of the cost and time implications occasioned by such a variation. If the CUSTOMER accepts the additional costs and time implications, a written acknowledgement specifying the additional costs and time required for purposes of completion of the work, shall be prepared by Thunder Services (Pty) Ltd and presented to the CUSTOMER for his signature. On an acceptance signature by the CUSTOMER, Thunder Services (Pty) Ltd shall immediately proceed to give effect to the CUSTOMER'S instructions, as varied by the written acknowledgement.
8. ACCESS TO THE WORK SITE
- 8.1. The CUSTOMER shall afford Thunder Services (Pty) Ltd access to the property to perform the work in accordance with Thunder Services (Pty) Ltd obligations. In this regard, it is specifically agreed and recorded that Thunder Services (Pty) Ltd shall have access to the property from 08H00 to 16H00 from Mondays to Fridays and from 09H00 to 14H00 on Saturdays to perform the work and the CUSTOMER shall make available, at his cost, the necessary water, sanitary facilities and electricity required by Thunder Services (Pty) Ltd to give effect to its obligations in terms of this agreement.
- 8.2. Thunder Services (Pty) Ltd shall further, at the same times specified above, have access to any part of the work already completed and handed over to the CUSTOMER for occupation as a rite of passage through such occupied parts for purposes of reaching the work site on the property.
9. PRACTICAL COMPLETION
- 9.1. On the date of practical completion, ----- 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 manifest itself as set out in this agreement.
10. TIME TO COMPLETE WORK
- 10.1. Thunder Services (Pty) Ltd shall commence the execution of the work on a date mutually suitable to the parties, and if such date is specified on the face hereof, then on such date as specified.

INITIAL (S)

- 10.2. 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.
11. INDEMNITY
- 11.1. Thunder Services (Pty) Ltd 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 Thunder Services (Pty) Ltd 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.
- 11.2. Thunder Services (Pty) Ltd 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 in the course of the execution of the work due to any wilful, negligent, or reckless act, or omission by Thunder Services (Pty) Ltd, his agents, or servants provided however that Thunder Services (Pty) Ltd 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.
- 11.3. Where any loss, or damage is insurable by a policy insuring structural damage, fire, riots, strike, damage and special perils, Thunder Services (Pty) Ltd does not indemnify the CUSTOMER against such loss of, or damage to any structure being altered, or added, it being deemed that the CUSTOMER will have suitable and adequate structural insurance against the risk against losses in this regard.
12. EXCLUSION OF LIABILITY
- 12.1. When any loss results as a result of war, invasion, riot, warlike operations, civil unrest, acts of God, or any other act which is beyond Thunder Services (Pty) Ltd control (vis major), Thunder Services (Pty) Ltd shall not be liable for any losses which may result because of such action, notwithstanding any clause herein which may have indemnified the CUSTOMER against the risk of damages and/or loss.
13. DELAY IN COMPLETION OF WORK
- 13.1. If the work is delayed by an act of God, vis major, exceptionally inclement weather, or any other cause beyond the reasonable control of Thunder Services (Pty) Ltd, Thunder Services (Pty) Ltd shall be entitled to an extension for the completion of the work, notwithstanding that the time of completion may have been specified as being of the essence, it being agreed that the time for performance will be extended for such a period as the work may have been interrupted for one of the reasons set out in this clause.
14. SUSPENSION OF WORK
- 14.1. Thunder Services (Pty) Ltd shall be entitled to suspend performance of the work in terms of this agreement in the event of:
- 14.1.1. A breach by the CUSTOMER to include, but not be limited to:
- 14.1.2. Non-payment of any interim invoice or amounts on the date on which it may be owing in terms of this agreement.
- 14.1.3. 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 Thunder Services (Pty) Ltd.
- 14.1.4. The CUSTOMER not granting Thunder Services (Pty) Ltd access to the work, or any part thereof.
- 14.1.5. The CUSTOMER not making available any electricity, or water which may be required for purposes of the execution of the work.
- 14.1.6. 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.
- 14.1.7. Where the CUSTOMER fails to remedy its obligations to enable Thunder Services (Pty) Ltd to proceed with the work.
- 14.2. In the event of Thunder Services (Pty) Ltd having to suspend performance of the work in terms of this agreement Thunder Services (Pty) Ltd shall be entitled to immediately: -
- 14.2.1. Cancel this agreement and retain all amounts paid.
- 14.2.2. Insist on payment of the balance of the contract price as stipulated on the face hereof.
- 14.2.3. Remove all unfixed materials from the premises without any compensation to the CUSTOMER.
- 14.2.4. Remove any machinery and equipment from the premises.
- 14.2.5. 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 Thunder Services (Pty) Ltd may have in Law, to lock the CUSTOMER out until such payment has been affected.

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15. PAYMENT

- 15.1. The CUSTOMER shall pay to Thunder Services (Pty) Ltd the amount as stipulated on the face hereof together with all additional costs in respect of additional work, or additional services rendered pursuant to the execution of the work on the dates specified for payment.
- 15.2. By accepting Thunder Services (Pty) Ltd quotation the CUSTOMER accepts Thunder Services (Pty) Ltd Terms and Conditions.
- 15.3. Thunder Services (Pty) Ltd shall not be binded to CUSTOMER payment terms, unless otherwise agreed by Thunder Services (Pty) Ltd and the CUSTOMER in a dated written and signed document format.
- 15.4. The risk of payment by cheque through the post or by electronic funds transfer rests with the CUSTOMER.
- 15.5. The CUSTOMER shall under no circumstances be entitled to withhold payment, for any reason whatsoever. Withholding of payment shall be deemed to be a material breach of the agreement which would entitle Thunder Services (Pty) Ltd the remedies set out in clause above.
- 15.6. The CUSTOMER is not entitled to set off any amounts due to Thunder Services (Pty) Ltd by the CUSTOMER against its indebtedness to Thunder Services (Pty) Ltd.
- 15.7. Thunder Services (Pty) Ltd shall be entitled to invoice each delivery or performance separately when executed.
- 15.8. The CUSTOMER shall pay to Thunder Services (Pty) Ltd the full amount as stipulated in the invoice within a maximum period of five (5) days on receipt of invoice.
- 15.9. The CUSTOMER will be charged a 10% interest on outstanding amounts not paid within seven (7) days of date of invoice every seven (7) days or part thereof until handed over to debt collecting agent or paid in full.
- 15.10. The CUSTOMER must notify Thunder Services (Pty) Ltd within a maximum period of five (5) days of date of invoice with a written letter by the CUSTOMER explaining payment delay reasons with a written arrangement agreement supplied to the CUSTOMER in terms of -Thunder Services (Pty) Ltd acceptance of new payment date arrangement.
- 15.11. The CUSTOMER shall pay the full charged amount issued by a dept collector agency, lawyer firm or third party for collection of late payments.
- 15.12. The CUSTOMER agrees that if an account is not settled in full (a) against order; or (b) within the period agreed in clause 15.6 above, Thunder Services (Pty) Ltd is entitled to (i) forward a letter of demand using a third party demanding full and final payment.
- 15.13. Outstanding accounts are subject to default listings on a national credit bureau database. On payment of the outstanding debt the default listing will be adjusted to read "Paid Default" until legislation demands complete removal.
- 15.14. Thunder Services (Pty) Ltd reserves the right to provide a national credit bureau with updated personal information.
- 15.15. The CUSTOMER also consents that Thunder Services (Pty) Ltd may use a national credit bureau database for tracing, should the CUSTOMER abscond.
- 15.16. In the event of any payment not being made on due date, the amount then outstanding shall bear interest as prescribed in terms of the Usury Act with interest calculated daily and compounded monthly from the date of acceptance of the order.
- 15.17. In the event of default, all payments shall firstly be appropriated towards interest and costs and thereafter in respect of the capital amount payable in terms of this agreement.
- 15.18. The CUSTOMER shall be liable to Thunder Services (Pty) Ltd for all legal expenses incurred by Thunder Services (Pty) Ltd 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. The CUSTOMER be liable for all tracing, collection or valuation fees incurred as well as for any costs including stamp duties, for any form of security that Thunder Services (Pty) Ltd may demand.
- 15.19. Only payments made into the bank account on the invoice / quotation documents, as per the details reflected on the original quote submitted from Thunder Services (Pty) Ltd office via e-mail or fax will be recognized and accepted as formal payment. Only electronic fund transfer payments, cleared bank cheques, cash or deposits will be accepted.

16. GUARANTEES AND WARRANTIES

- 16.1. Thunder Services (Pty) Ltd shall complete the work to the reasonable satisfaction of the CUSTOMER according to acceptable standards of workmanship. All work shall be guaranteed against latent defects as a result of defective workmanship for a period of twelve (12) months from date of practical completion. Superficial cracks that may appear as a result of materials drying shall not be regarded as defects. Any claims in respect of defective materials shall be directed by the CUSTOMER to the supplier and Thunder Services (Pty) Ltd shall assist in lodging the claim without assuming any liability.

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17. CLAIMS

- 17.1. Any defects to the work shall be communicated to Thunder Services (Pty) Ltd within seven (7) days from the date of practical completion. Thunder Services (Pty) Ltd shall be afforded an opportunity to within fourteen (14) days from receipt of such claim inspect the defects and/or workmanship which does not meet with the CUSTOMER'S approval and;
- 17.2. If Thunder Services (Pty) Ltd is of the view that the work is of acceptable standard, it shall notify the CUSTOMER, in writing, of its findings as well as the reasons, therefore.
- 17.2.1. If the CUSTOMER does not accept Thunder Services (Pty) Ltd findings, he shall be entitled, within a period of fourteen (14) days from the date of notification by Thunder Services (Pty) Ltd, to refer the matter to arbitration to resolve the complaint. Thunder Services (Pty) Ltd may in its own discretion be entitled appoint an architect of no less than ten (10) years' experience in the Building and Construction Industry as an arbitrator. All costs in this instance will be for the CUSTOMER'S account.
- 17.2.2. 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.
- 17.3. If Thunder Services (Pty) Ltd is of the view that the work is of unacceptable standard then any defects in the workmanship, Thunder Services (Pty) Ltd supplied materials, or damage to the work, or the premises which is as a result of defective material supplied by Thunder Services (Pty) Ltd, or inadequate workmanship shall be repaired by Thunder Services (Pty) Ltd, within a period of fourteen (14) days, to the reasonable satisfaction of the CUSTOMER, at Thunder Services (Pty) Ltd costs.
- 17.4. If the CUSTOMER does not notify Thunder Services (Pty) Ltd within seven (7) days of any defect in the workmanship and material, 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 Thunder Services (Pty) Ltd in respect of any repairs, or defects.
- 17.5. If the CUSTOMER has a claim as a result of latent defects, he will address such a claim to Thunder Services (Pty) Ltd, in writing, within the warranty period of twelve (12) months, setting out in detail the nature and extent of the latent defects.

18. SUB CONTRACTORS, CONSULTANTS AND OR SERVICE PROVIDERS

- 18.1. Thunder Services (Pty) Ltd shall be entitled to employ the services of any sub-contractors, Consultants and or service providers provided that the amounts payable to the sub Thunder Services (Pty) Ltd are paid by Thunder Services (Pty) Ltd and that the sub Thunder Services (Pty) Ltd performs his mandate in terms of the same or similar conditions to that contained herein.

19. GENERAL

- 19.1. The agreement shall be governed in all respects by the Laws of the Republic of South Africa.
- 19.2. 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 Thunder Services (Pty) Ltd and the CUSTOMER.
- 19.3. The CUSTOMER consents in terms of Section 45 of the Magistrate's Court Act, 32 of 1944, to Thunder Services (Pty) Ltd 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 Thunder Services (Pty) Ltd from instituting action in any division of the High Court which may exercise competent jurisdiction.
- 19.4. Thunder Services (Pty) Ltd shall be entitled to cede and assign any of its rights, or obligations under this agreement to any third party without prior notification to, or any consent of the CUSTOMER.
- 19.5. The parties choose their addresses specified on the face hereof as its addresses for service of all legal process 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.

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