



The Claremont
53 Main Road
Claremont
Cape Town
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Fax: 086 575 1373
Email: rob@rsa-electrical.co.za
www.rsa-electrical.co.za
Registration No. 2015/145334/07

Terms and Conditions

RSA Bardo Electrical Systems (Pty) Ltd will not take responsibility or be liable to any prior installation that was not done by us.

We require 50% deposit on acceptance of our quotations and balance to be made on completion of the work.

All our quotations are valid for 14 days from date of issue and our quotes do not cover for any unforeseen expenditures.

Penalties will be issued for payments not made within 24 hours of invoice.

All goods will remain the property of RSA Bardo Electrical Systems (Pty) Ltd until payments are full paid.

Compliance certificates:

We charge an inspection fee to do a full report on your property and only once the inspection fee is paid we will forward the quotation and report to obtain a valid compliance certificate.

We will not issue the certificate until payment is fully made or an arrangement has been made by yourself and Rob Bardo.

We take utmost care in our workmanship and offer 6 month guarantee on all our work. Material used will be covered by the supplier of the manufacturer.

Please note we are an electrical company and do not do plastering, painting, cosmetic work, carpentry, tiling, waterproofing or anything else that is not electrical work. When we cut on / chase our pipes etc., we are not responsible for the plastering and painting of the walls, floor and ceiling.

1. DEFINITIONS

1.1 In these conditions:

1.1.1 "RSA Electrical" shall mean RSA Bardo Electrical Systems (Pty) Ltd situated in Cape Town.

1.1.2 "The Client" shall mean the person, firm, association, company or close corporation requesting the Services and or Goods from RSA Bardo Electrical Systems (Pty) Ltd;

1.1.3 "The Quotation" shall mean RSA Bardo Electrical System's quotation form which is completed at or about the time an enquiry is received from the customer;

1.1.4 "The Goods" shall mean the goods to which this document relates and remain the property of RSA Bardo Electrical Systems (Pty) Ltd until fully paid for.

2. CONSTITUTION OF CONTRACT

2.1 The particulars endorsed on the quotation read with these conditions of sale shall constitute RSA Bardo Electrical Systems (Pty) Ltd offer.

2.2 The client's acceptance of the offer shall be conveyed to RSA Bardo Electrical Systems (Pty) Ltd by way of acceptance of the quotation, the conditions of trade being duly signed and receipt of the deposit paid by the client.

- 2.3 These presents constitute the sole agreement between the parties and the client acknowledges that it did not enter into the agreement as a result of any oral statements, recommendations, figures, advice, specifications, price quoted, acceptances, representations or warranties of any kind whatsoever, save and except as specifically set out in the quotation and herein.
- 2.4 RSA Bardo Electrical Systems (Pty) Ltd reserves the right to institute changes and amendments to any of the terms contained herein, subject to reasonable notice thereof having been given to the client in writing.
- 2.5 By accepting the quotation, the client acknowledges that it has read and understands the terms, conditions, notice periods and disclaimers contained herein and agree to be bound thereby.

3. **QUOTATIONS & PAYMENT**

- 3.1 Prices quoted are valid for a period of 14 (fourteen) days from date of issue. The price quoted may however be subject to increase, due to circumstances beyond the control of RSA Bardo Electrical Systems (Pty) Ltd, which will be conveyed to the client.
- 3.2 RSA Bardo Electrical Systems (Pty) Ltd shall provide goods and/or services as set out in the quotation, unless otherwise varied upon agreement between the parties and reduced to writing. Any variations requested by the client after acceptance of the quotation may result in additional expenses, the cost of which shall be borne by the client.
- 3.3 *A minimum deposit of 50% of the quoted sum is payable on acceptance of the quotation.*

The balance is payable BEFORE ISSUING OF CERTIFICATE OF COMPLIANCE by RSA Bardo Electrical Systems (Pty) Ltd .

The deposit may be waived if confirmed by RSA Bardo Electrical Systems (Pty) Ltd or the percentage may be increased due to the cost of the materials. However the percentage of the deposit may increase if the material used is significantly higher.

- 3.4 Although RSA Bardo Electrical Systems (Pty) Ltd endeavors to ensure that the prices reflected in the quotation are correct, it will not be bound to any price that contains an inadvertent and/or obvious error.
- 3.5 All payments must be made directly to RSA Bardo Electrical Systems (Pty) Ltd

Nedbank
Name of Account Holder: RSA Bardo Electrical Systems
Account Number: 1145449034
Branch Code: 198765

- 3.6 Progress payments, for project related work, must be made at each stage of the installation. A written quotation will be submitted to the client setting out the payment schedule.
- 3.7 If any payment is not made on the due date the client shall forfeit any discount allowed to it and the full purchase price shall then become due, owing and payable.

4. **CALL OUTS**

- 4.1 In the event of a call out, during hours : 8:00 - 18:00 Monday - Friday, an initial fee of R 620.00 (Eight hundred and fifty rand), excluding VAT, will be levied for the first hour of service and thereafter at an hourly rate of R 620.00, excluding VAT, or part thereof will apply.

The aforementioned fee excludes any materials used. After Hours Rate : R880.00 excluding Vat
Call out fee (transportation) is R250 excluding Vat

- 4.2 The initial fee must be paid in cash/ debit or credit card or via eft upon RSA Bardo Electrical's electrician's completion on site.

Any additional fees are due and payable within 1 days from date of invoice.

All goods remain the property of RSA Bardo Electrical Systems until paid for in full.

5. WORKS

- 5.1 RSA Bardo Electrical Systems reserves its right to refuse the provision of goods and/or services until the full deposit as well as the signed quotation and conditions of trade have been received and cleared by RSA Bardo Electrical Systems. An email, text, whats app, is also deemed as accepting the quotation and terms and conditions.

The client confirms that it will not hold RSA Bardo Electrical Systems liable for any loss or damage, of whatsoever nature, suffered occasioned by the client's failure in timeously furnishing RSA Bardo Electrical Systems with the aforementioned deposit and signed documentation.

- 5.2 RSA Bardo Electrical Systems undertakes to furnish the client with the goods described in the quote and will advise the client should any of the goods be superseded, replaced, discontinued or otherwise become unavailable.

RSA Bardo Electrical Systems however reserves the right to provide the client with alternative goods of a comparable quality, at prevailing prices to those ordered by the client. The client by approving such goods will have accepted that it will be provided in substitution of the goods originally quoted.

- 5.3 It is the responsibility of the client to arrange and appoint any other specialist that may be required to complete any further work (for example a carpenter, builder, tiler, painter, plumber).

Please note we are an electrical company and do not do plastering, painting, cosmetic work, carpentry, tiling, waterproofing or anything else that is not electrical work. When we cut on / chase our pipes etc., we are not responsible for the plastering and painting of the walls, floor and ceiling.

- 5.4 If the client is not on site, RSA Bardo Electrical Systems will endeavour to contact the client in order to inform it of any goods and/or services exceeding that agreed upon.

To the extent allowed by law, should RSA Bardo Electrical Systems be unable to contact the client, the client agrees that RSA Bardo Electrical Systems may proceed with the provision of any additional goods and/or services so as to not delay RSA Bardo Electrical Systems schedule and/or that of the project.

The client further confirms that it will be liable for all additional costs incurred in the provision of goods and/or services which is due and payable within 7 (seven) days' of date of invoice.

- 5.4 Unless the client has authorised RSA Bardo Electrical Systems to attend to the complete repair and/or maintenance of an installation, together with replacement all inferior/unsuitable materials thereby rendering it compliant, RSA Bardo Electrical Systems responsibility will extend to the services set in the quotation only.

To the extent allowed by law, no warranties will be furnished in respect of the aforementioned repair and/or installation or if the installation is older than 2 years at date of repair and/or installation.

6. **CANCELLATION & SUSPENSION OF DELIVERIES**

- 6.1 RSA Bardo Electrical Systems, reserves its right to, impose a cancellation fee in the event of the client's cancellation of services and/or goods after acceptance thereof.
- 6.2 If any amount due and payable by the client to RSA Bardo Electrical Systems is in arrears, RSA Bardo Electrical Systems shall have the right, until such amount has been paid, to suspend any deliveries under this and/or any other contract then in force between RSA Bardo Electrical Systems and the client.

7. **OWNERSHIP**

- 7.1 All goods remain the property of RSA Bardo Electrical Systems until paid for in full.

The client acknowledges that it shall be liable for any loss sustained by RSA Bardo Electrical Systems due to the client's failure to secure the goods after delivery. The client acknowledges that it shall be responsible for the full replacement value of the goods and shall reimburse RSA Bardo Electrical Systems within 1 day from date of invoice.

- 7.2 The client is not entitled to sell or dispose of any unpaid goods without the prior written consent of RSA Bardo Electrical.
- 7.3 Unless otherwise agreed in writing between the parties, all surplus materials remain the property of RSA Bardo Electrical Systems.

8. **DISCLOSURE/PRIVACY OF INFORMATION**

- 8.1 The client agrees for RSA Bardo Electrical Systems to:
 - 8.1.1 Furnish RSA Bardo Electrical Systems with the all personal information requested by RSA Bardo Electrical Systems in order to assess the credit worthiness of the client, which information may include but is not limited to identity number of the client and/or directors/members if the client is a juristic person. RSA Bardo Electrical Systems reserves its rights to withhold the provision of services until such time as it receives the aforementioned personal information;
 - 8.1.2 obtain from a credit reporting agency a credit report containing personal credit information in order to verify the client's credit worthiness;
 - 8.1.3 may exchange personal information about the client with any credit providers requesting same
- 8.2 RSA Bardo Electrical Systems confirms that all personal information collected shall be confidential and will only be disclosed:
 - 8.2.1 In order to comply with applicable law or with legal process served on RSA Bardo Electrical Systems.
 - 8.2.2 In order to protect and defend the rights or property of RSA Bardo Electrical Systems;
 - 8.2.3 With employees and/or third parties who assist us in providing services to you and thus require your personal information in order to render a proper and efficient service. We will ensure that all such employees and third party service providers, having access to your personal information, are bound by confidentiality agreements.

9. **LIMITATION OF LIABILITY**

- 9.1 RSA Bardo Electrical Systems, to the extent allowed by law, shall not be liable for any loss, harm and/or damage, of whatsoever nature, suffered by the client if the aforesaid, which may include but is not limited to,:
- 9.1.1 Results from the client's failure to adhere to usage, installation and/or warning instruction furnished by RSA Bardo Electrical Systems or Manufacturer of goods;
- 9.1.2 Results from the client's failure to advise RSA Bardo Electrical Systems about existing or previous difficulties or defects in respect of an existing installation. RSA Bardo Electrical Systems cannot be held liable for any additional repairs/maintenance when working on part of the installation. The client acknowledges its responsibility to advise RSA Bardo Electrical Systems thereof as we may not be able to identify such issues due to the nature of electrical installations; or
- 9.1.3 is beyond the reasonable control of RSA Bardo Electrical Systems.

10. **BREACH**

- 10.1 Should the client:
- 10.1.1 Fail to pay any amount due under this or any other contract on due date thereof;
- 10.1.2 Allow any judgement against him/it to remain unsatisfied for (7) days;
- 10.1.3 Commit any act of insolvency or enter into a compromise with their creditors;
- 10.1.4 Be placed under provisional or final liquidation or judicial management or voluntarily surrenders his estate;

RSA Bardo Electrical Systems shall, without prejudice to and in addition to its other legal remedies be entitled to, give the client notice to rectify such breach within 7 (SEVEN) days and if not so rectified within the aforementioned notice period elect to cancel the agreement or any unfulfilled part thereof and claim payment of the full price or the balance thereof as the case may be.

- 10.2 In the event of the client obstructing RSA Bardo Electrical Systems in the process of removing its goods from the client's property, thereby necessitating the obtaining of a Court order, RSA Bardo Electrical Systems shall be entitled to obtain an award of costs against the client on a punitive scale.

11. **DISPOSAL OF PARTS**

Clients are required to specify whether they require the return of any old part(s) after completion of the a repair.

12. **DOMICILIM**

- 12.1 The client accepts as it domicilium citandi et executandi (service address) for all purposes hereunder the address as set out in the quotation.

13. **LEGAL CHARGES**

- 13.1 In the event of RSA Bardo Electrical Systems instructing its attorneys to recover money or the goods from the client, the client shall be liable for and pay all legal costs ("on an attorney and client basis") incurred by RSA Bardo Electrical Systems and including collection commissions.

14. **INTERPRETATION AND JURISDICTION**

- 14.1 The contract shall be interpreted according to the laws of the Republic of South Africa.
- 14.2 The client consents to the jurisdiction of the Magistrate's Court of the district of Cape Town.
- 14.3 The client agrees that no indulgence whatsoever by RSA Bardo Electrical Systems to enforce any of rights in terms of this agreement shall constitute a waiver by the supplier in respect of any of the rights contained herein. Under no circumstances will the supplier be prevented for exercising any of its rights in terms of this agreement.
- 14.4 If any provision of these terms and conditions shall be invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.

15.0 All material remains in the property of RSA Bardo Electrical Systems until full and final payment has been received. RSA Bardo Electrical Systems reserves the right to pull out and remove all electrical material from the site, in whatever manner if full payment has not been received.

By accepting the quotation and paying the deposit the Client acknowledges and accepts the terms and conditions.
