



West Designs

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Co Reg No.: CK1998/001915/23

Vat Reg No.: 4340188582

TERMS AND CONDITIONS OF CONTRACT

This agreement is between West Designs CC (hereinafter called THE CONTRACTOR) and any client or clients (hereinafter called THE CUSTOMER) accepting a quotation or requesting work to be carried out by the aforesaid contractor.

1a) **PAYMENT TERMS - SUPPLY AND FIT CONTRACT**

A deposit of 70% of the total cost of the work is payable on acceptance of the quote.

A progress payment is payable of 20% on day of work commencement.

The balance of 10% is payable on completion of the work. Interest at 5% above the prime rate will be charged on any balance outstanding after 5 working days from the date of invoice.

1b) **PAYMENT TERMS - SUPPLY ONLY CONTRACT**

Full payment is payable on order placement.

1c) **PAYMENT TERMS - ON CANCELLATION OF CONTRACT**

If the customer cancels the contract, there will be a cancellation fee of 10% of the full Contract price or R1500.00 which ever is the greater. In addition, the customer must pay our cost of any materials which are on order or received and which our suppliers are unwilling to take back into their stock. Any such goods will be delivered to the customer as received by the contractor.

1d) **FEE STRUCTURE**

As decorators, West Designs receives a decorator's discount from various suppliers. If goods are purchased from a supplier that does not offer a discount, a fee of 10% of the value of the goods purchased will be levied.

A final fee to style the home of R5000 is charged.

2. The contractor reserves the right to sub-contract the whole or part of the work.

3. Water, gas and electricity supplies will be made available free of charge to the contractor to enable him to carry out work or to comply with statutory occupational health and safety regulations.
4. The customer is required to clear all working areas in occupied premises and protect personnel belongings. The contractor will not accept liability for damage caused to items not moved or adequately protected
5. The customer shall accept full responsibility for damage and/or loss of materials following delivery to site.
6. The contractor accepts no liability for damage caused to materials, specified for re-use, during their removal, storage or subsequent refitting. Any such materials shall be replaced by the customer at no cost to the contractor. Unless previously agreed in writing all salvaged materials shall become the property of the contractor and shall be removed from site.
7. The contractor accepts no responsibility for oral instructions issued to its employees or sub-contractors or issued by them without authorisation from the contractor. All such instructions given by the customer, or his representative, or made by its employees or sub-contractors must be in writing and could be subject to extra costs.
8. The contractor accepts no liability for damage claimed by owner of property adjoining the works. The equipment and methods used to carry out the works will be deemed the most economic by the contractor, but should adjoining owners lawfully require these methods cease or alternative methods or equipment to be employed, any additional costs incurred by the contractor will be the liability of the customer.
9. The contractor will in no way be liable for any expenses incurred by the customer or his agent, i.e. hotel or housing costs, loss of earnings, loss of time, furniture storage or any other expenses as a result of the duration of the work taking longer than at first anticipated by the contractor and/or the failure of the contractor to start the work on an advised date.
10. The customer understands that any start date given is provisional and may be subject to variation.
11. The contractor does not provide free of charge any drawing, calculations and reports necessary to comply with planning permission, building regulations or any other statutory regulation or for specialist suppliers or sub-contractors. The contractor can supply these services but they will be subject to an agreed fee. It is the customer's responsibility to obtain the required permissions, consents and certification from the statutory authorities unless the contractor or his sub-contractors have included this activity in their quotation.
12. The contractor will make every effort to meet completion date, but can not accept responsibility for any delays beyond his control. If work under the contract is forced to be abandoned, the contractor shall be entitled to payment for all materials supplied under the contract, all materials left on site and for all works carried out prior to the date of abandonment.
13. The contractor reserves the right to substitute alternative materials to those specified, with other of equal quality and suitability.
14. Any variations or alterations to the specification or quotation requested by the customer will be charged on a time and material basis.
15. The title of the goods does not pass to the customer until full settlement of the contractor's account has been made. The contractor reserves the right to recover goods for which full payment has not been made.

GUARANTEE

A manufacturer's guarantee applies to goods supplied by West Designs.

WEST DESIGNS CC

Gay Johnstone