

TERMS AND CONDITIONS RE THATCH ROOFS/ THATCH FIRE GUARD/ THATCH TILES

1. All quotations granted by the contractor are without engagement and all orders shall require our acceptance.
2. Deposit required before any work is to commence as stipulated on Quotation/ Invoice
3. The owner warrants that he is the duly registered owner of the property upon which the work is to be done and as such the owner indemnities the contractor against all claims by the third parties against or to such property.
4. The owner undertakes to give the contractor free and undisturbed access to and possession of the site upon which the work is to be done. The owner agrees to ensure that an adequate supply of electricity and water is available to the contractor at all times as well as toilet facilities to the contractors employees and that the contractor shall not be held responsible for the payment of these services or facilities.
5. Should the contractor not be able to obtain free access after prior arrangement with the owner , the owner shall be held responsible for waste cost to any visit to the premises where access is not available which costs is hereby agreed at R 1200-00 per site visit.
6. While the contractor will make every Endeavour to commence work on the date arrange it is expressly recorded that time will not deem to be held of the essence of the contract and as such the contractor cannot be held responsible for any costs incurred of such a delay.
7. All material and equipment on site shall remain the property of the contractor who shall be entitled to remove same at any time without prejudice.
8. The owner acknowledges that it is his responsibility to ensure that the materials will not be handled or interfered with in any way whatsoever whilst the contractor and/or his employees are on site. Any damages incurred as a result of such interference or tampering by the owner or his agents shall be borne by the owner. The contractor reserve the right to cease all work with immediate effect until such cost has been paid in full by the owner or to take further actions as deemed to recover such cost.
9. The owner/Client agrees not to prevent or stop the contractor from commencing or continuing or finishing /completing the work
If the event of the Owner/Client impending or halting/stopping the contractor to complete/continue or finishing the project
The Owner/Client will be liable for the **full payment** of contract as per Quotation/Invoice . All material will be removed from site Aswell as our equipment.
No material will be delivered to the property
10. Should the owner/Client appoint another contractor/person to complete or finish the project as per our Quotation/Invoice, the owner/client will be held responsible for full payment as stipulated on Quotation/Invoice
11. **The owner agrees that he shall pay the amount due in terms of the contract within 24 Hours after completion of the work. The parties agree and record that Expression "completion of work" shall mean that the structure has been build, grass has been laid and ridging has been installed, thereafter only will the "snag" list be attended to. In the case of a dispute arising the owner acknowledges that he may not withhold any amount or defer any due payment whatsoever and the full amount in the event of dispute shall be payable on due date. Should the owner not pay within said time from completion of WORKS then:**
 - **He shall forfeit any discounts granted;**
 - **He shall be liable from the said date(namely 2 business days after the completion of works to pay**
 - **interest on the full price under this contract at a rate of prime plus 10% per annum and;**
 - **The guarantee issued under this contract shall be deemed null and void.**
 - We will appoint a Debt collector to recover the outstanding funds.
12. If the owner is to refuse payment of any extra m² done, he will forfeit his guarantee on workmanship
13. The erection of safety fencing is not included in this contract. It shall be the responsibility of the owner to erect safety fencing in completion with his local authority and no obligation whatsoever shall attach to the contractor.
14. The contractor shall not be held responsible for repairing, replacing or making good any damages to fencing, driveways, paths, gardens, carpets, tiles which are damaged by it during construction and completion of Thatch project, nevertheless all due care will be taken to avoid such damages.
15. The contractor shall be entitled within his sole discretion to employ any subcontractor to execute any part of the work.
16. The owner may not publish or post any complaint in any newspaper or website or any other way regarding the work done/Extreme Thatcher's or contractor, without the contractor having the right to defend himself and stating his case in any court of South-Africa. If the owner is to do so , The contractor will take legal action for definition of character, and all guarantees on work done will be voided.
17. The owner appoints his site addressee as herein set forth as is domicillium citandi et executandi for all purposes incidental to this contract, and at which address he agrees to accept any notices or legal process in this matter. Any such notice that is required to be sent shall be deemed to have been received by the owner seven (7) days from date of posting thereof.
18. No relaxation or indulgence which may be granted by the contractor to the owner shall be deemed to be waiver of the contractors rights.
19. The owner shall not be entitled to cancel this contract without the written consent of the contractor, and should the owner attempt to do so prior to commencement of the works by the contractor, the owner agrees to pay the contractor 70% of total Invoice, plus the cost of any material supplied to the site, as agreed liquidated damages and, upon payment having been affected, neither party shall have any further action against the other of them arising from this contract. It is specifically recorded that the owner and the contractor agree this ration to be fair and reasonable.
20. The parties do hereby record:
 - That this contract constitutes the sole and only record containing the terms of agreement.
 - That neither of them have been induced to enter into this contract and to undertake respective obligations which they have undertaken in terms hereof by any representations, warranties, inducements, promises, understanding, mental reservations, secret understandings, or any other matter or representation of any nature whatsoever, other as recorded herein.
 - That no amendment to or variation to the terms hereof whether to a material extent or otherwise, shall be of any validity or force unless and until the same shall have been reduced to writing and signed by both parties ,or duly authorized agents.
21. The contractor's sole liability arising from defective material or workmanship shall be limited to the making good of such defective workmanship. Defective material remains the responsibility of the supplier.
22. Any or all complaints regarding the construction or workmanship must be made in writing within two (2) days of completion of the work. Unless such proper notice of defect is given then the owner shall be deemed to have accepted the completion of the contract.
23. The owner and contractor acknowledge that the contractor has not inspected nor tested the property to determine the presence of pipes, cables, rock or compactency of soil, concrete or other substances. If such material is encountered the owner will be advised in sufficient time to enable an inspection to be made. The contractor will be entitled to recover from the owner in addition to the contract price, the cost of removal as determined.
24. While our work crews are extremely skilled at achieving levels it is not always possible to achieve perfection and there may be minor rises and depressions in thatching.
25. We aim to achieve straight line and curves but unevenness of the grass/poles can make perfection unattainable.
26. Alterations to contract not to be discussed with work crews but only with management (no message or the wrong message is received by management)
27. All client have the right to use the services of 1 of our highly trained structural engineers, costs regarding this is payable by owner. Services provided from the engineers include certificate, plans as-well as inspections on work done. Extreme Thatcher's cannot be held responsible for any defect or problem/structural damage

that may occur if a structural Engineer was not used by the client. No guarantee on work can be given if a structural Engineer has not approved and inspected the plans

28. All clients have the right to use the services of our architects and structural engineers, thus however is for the cost of the owner. Extreme Thatcher's cannot be held responsible or liable for any costs regarding building plans, approval of building plans or any building costs regarding the local municipality. Extreme Thatcher's is not responsible to hand I any plans on behalf of the owner of the property to the local municipality. We can however help all clients with advice.

28.1 It is advised that according to building regulations that all thatch roofs must be drawn up by an architect, Plans drawn up by an structural Engineer and plans submitted for approval by municipality. Extreme Thatchers will not be held responsible for these regulations.

28.2 Extreme Thatchers build thatch roofs according to certain specifications, this will be indicated on quotations, Extreme Thatchers cannot be held responsible for defective material

29. No employee of Extreme Thatcher's may do any private jobs or work of any kind for owner. All workers are contracted with binding contracts by Extreme Thatcher's

30. All material used and purchased by Extreme Thatchers remain the property of Extreme Thatcher's until account is settled in full. Extreme Thatchers reserve the right to remove or take down any thatch structure if account is not settled.

31. Only the m² on original quotation will be build/sprayed all extra m² will be added on to the invoice

32. Guarantee on work is 12 months on Frame and 12 months on grass on newly build thatches, 8 months on maintenance (brushing, combing, repairs, over thatch) unless stated otherwise, guarantee does not cover any damage by nature example – birds, rain, hail, strong winds, storms or lightning etc. Brushing, re-thatch and repairs to leakages are guaranteed after 2 rainfalls, after 2 rainfalls and no written complaint is received to the contractor by the owner, the work will be accepted as completed/repared

33. Extreme thatchers, management and staff cannot be held responsible for any damage to any property/valuables of the owner or any person/s. We will however take utmost care of all valuables. Owners should remove/box up or cover up any valuables that they are concerned about.

34. All Existing thatch structures need to be inspected by a structural engineer before maintenance, over thatching or re-thatching can be done. Extreme Thatcher's cannot be held responsible for any structural damages or repairs caused by maintenance, over thatching and re-thatching.

35. If any person not contracted by Extreme Thatcher's are to climb, alter, change, pull, damage, or do any installation what so ever the case may be or spray fire protection or any chemical on thatch roof, guarantee is voided

36. Contractor can-not be held responsible for any unseen building work re the erection of a thatch roof. Thatch contractor is responsible only for the thatch roof.

37. Extreme Thatcher's also do Fire protection

38. Please take note that the owners should remove/ cover all electronics as well as furniture /canvas blinds. We do cover the above items but we strongly suggest that the owners cover it up themselves. Extreme Thatchers will not take any responsibility for any damage or drip on items

39. Test reports as well as video is available on request for fire protection

40. No certificates will be given to clients before work is completed; this includes "sample" certificates

41. Owners accepts the test reports and video as proof that product functions as per SABS reports

42. Chemical is to be applied 0.300-0.900 per m²

43. Contractor reserves the date to when apply chemical (weather)

44. Owner understand that the Fire Guard is a fire retardant and not fire proof, there are no products on the market today that can proof that any chemical applied to a thatch roof is Fire Proof. This will give you more time to evacuate the building.

45. We advise that after weather damaged (hail, strong winds/rain) and any other nature related damage- we strongly recommend a re-application of Thatch Guard.

46. Extreme Thatcher's reserves the right to take, publish or use any photo graphs for all work done by them.

47. Please Note Charl Thompson is t/a - Extreme Thatchers & Thatch Guard Projects

48. The Owner/Client understand that we use a Thatch Tile Product as show to owner in person or in photo's

49. The Owner/Client understand that unless otherwise stated the branding/wood work for frame for Thatch Tiles will be SABS approved but not treated.

50. The Owner/Client understand that unless otherwise stated their will be no Thatch Guard done on the grass before The Thatch Tile has been installed.

51. The Owner/Client understands that Thatch Guard Fire Protection will only be applied if stipulated on the quote.

52. After accepting any quotation given by Extreme Thatcher's, the owner agrees to these terms and conditions. This is a Binding Contract