
STANDARD TERMS AND CONDITIONS

1. Quotations are valid for 14 days unless stipulated otherwise.
2. Damages resulting from an "Act of God" to any area where work was carried out by Swan Corp Waterproofing and Maintenance (Pty) Ltd renders a Guarantee null and void and repair costs can be claimed from the client's insurance.
3. Should the waterproofing/roof coating/wall coating/floor or wall Screeding be tampered with by any third party the guarantee will be rendered null and void.
4. Client will be required to pay a 50% deposit on acceptance of the quote and balance due immediately on completion unless stated otherwise.
5. Client undertakes to settle the account in full on presentation of final invoice or within a maximum of 5 working days of completion.
6. Guarantees will only be issued once the invoice has been paid in full if requested by Client otherwise the Invoice will stand as the guarantee that was offered on the Quotation and Final Invoice.
7. Timeous access to site to be made available by the client at all times for the completion of the contract.
8. SwanCorp Waterproofing and Maintenance will take every care and make every effort to prevent any losses or damages to the Clients property and possessions however the client takes full responsibility to remove all items of furniture/fittings/fixtures/vehicles etc. to mitigate any damage that could occur during the course of the contract.
9. The client hereby indemnifies Swan Corp Waterproofing and Maintenance and all its personnel for all damages, consequential damages, force majeure, unforeseen damages, loss of income or any other loss suffered by Client or any third party as a result of any activities while work is being performed by Swan Corp Waterproofing and Maintenance in terms of the requested quotation.
10. Please note that quotations exclude any unforeseen or hidden problems which may affect the quoted work undertaken. Should any additional remedial repairs need to be undertaken that could not be seen prior to the work commencing, it will be discussed with the client and billed on final invoicing.
11. If the Client requires any additional work or alterations other than as specified in the quote, he/she shall advise Swan Corp Waterproofing and Maintenance and a new quotation will be provided.
12. Should the quotation submitted not be accepted in its entirety, SwanCorp Waterproofing and Maintenance retains the right to amend the quotation before commencement of any work as to prevent any and all possible disputes.
13. Although extreme caution will be taken when working near cables on roof surfaces, Swan Corp Waterproofing and Maintenance will not be held liable for damages to them as most times these cables are brittle and worn from exposure to sunlight.
14. The Client must keep the roof and gutters free from leaves and debris and storm water outlets to be kept unobstructed in the event of Gutter Repairs and/or Gutter Relining as failure to do so will void the guarantee for such.
15. Swan Corp Waterproofing and Maintenance will not be held liable for errors and omissions relating to issued quotations.
16. Unspecified areas are excluded from the issued quotation.
17. All items and products used to maintain and/or repair roofs or structures will remain the property of Swan Corp Waterproofing and Maintenance until full payment has been received.
18. If payment is not received after 5 working days of sending the final invoice unless agreed otherwise in writing, Swan Corp Waterproofing and Maintenance rights remain reserved to proceed in legal action and the client will be responsible for legal costs on an attorney and Own Client scale. Swan Corp Waterproofing and Maintenance will have the right to confiscate all items and products used to maintain, build, construct, or repair roofs or structures.
19. Swan Corp Waterproofing and Maintenance does not take any responsibility for existing structural defects where the waterproofing is applied to. Should the waterproofing fail due to structural defects of the building, the guarantee will become null and void.
20. Should you, the client, not be entirely happy with the remedial work or service provided by Swan Corp Waterproofing and Maintenance, you as the client undertake to inform Swan Corp Waterproofing and Maintenance within 7-days of completion of the services rendered. Please address your complaints in writing to: info@swancorp.co.za. Swan Corp Waterproofing undertakes to address all compliments, complaints and queries promptly.

Should any part of these Terms or Conditions be held unenforceable or in conflict with the applicable law of any jurisdiction, the validity of the remaining parts or provisions shall not be affected thereby.

This terms and conditions has been read and understood and was signed on this day _____ of _____ 2020.

Client Name

Client Signature

(Terms and Conditions need to be signed and either emailed to info@swancorp.co.za or handed to your Site/Project Manager prior to work commencing)
Please let us know how we are doing especially if you are satisfied with the service you have received and how we can improve by asking your Site/Project Manager for a Client Satisfaction Questionnaire – Thank You in Advance.