	<h1>TERMS & CONDITIONS</h1>		Doc no	BSC-F-020
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Definitions

- “Agreement” – These terms and conditions as read together with the schedule of the face hereof;
- “Day” means a calendar day;
- “Juristic Person” means a company or close corporation and includes a body corporate, partnership, association or trust
- “Brimstone”, “we”, “us” and “our” means Brimstone Ceilings & Projects cc;
- “Services” – means the services we provide to you, including but not limited to delivery and installation;
- “Mandate” – means the services we provide to you, including but not limited to delivery and installation;
- “You” or “your” or “Customer” means the person whose details appear on the face hereof, and includes the Surety;
- “Surety” means the natural person who signs surety for the person contracting with us;
- “Website” means www.bsceilings.co.za;
- “Written notice/in writing” means notification in any tangible or electronic or printed form including email messages.
- “Uncontrollable Event” means (including without limitation) any fire, flood, earthquake, elements of nature or acts of God, riots, civil disorders, rebellions or revolutions in any country or any other cause beyond the reasonable control of Brimstone including the termination or suspension of a service or product provided by a third party suppliers, that may result in a delay or a failure to provide any product or service; and
- The headings of the paragraphs are for the purposes of convenience and reference only and shall not be used in the interpretation of nor modify nor amplify the terms of this agreement or any paragraph hereof.
- Unless a contrary intention clearly appears, words importing –
 - Any one gender include the other gender;
 - The singular includes the plural and vice versa; and
 - Natural persons include created entities (corporate or unincorporated) and the State and vice versa.

1 PAYMENT TERMS

1. Deposit payment is as follows:
 - 1.1. Work under R50 000, 70 % deposit payable on acceptance of the quote and the balance on completion.
 - 1.2. Quotations under the value of R4000.00 has to be paid in full upon acceptance.

- 1.3. For work over R50 000, same as sub point 1.1 plus an additional 15% progress payment will be due when half of the work is completed and the balance (of 15 %) on completion of the work. “Half way point” of the work should be agreed upon by the Brimstone Ceilings & Projects cc and the client.
2. EFT is the m
3. Most preferred medium of Payment-to avoid cash deposit banking charges. All cash deposits are subject to a cash deposit fee of 8% of the total amount deposited.
4. Unless otherwise specified, this quotation is valid for 14 calendar days, thereafter prices are subject to change.
5. Quantities are re-measurable on commencement or completion of work - client accepts any variation in the price as a result of re-measurement.
6. Although the invoice may state otherwise, the client hereby agrees to settle the account in full on presentation of the final invoice (or within 3 days at most) Interest of 2% per month (alternatively the legislated maximum) will be payable on all amounts owing to us in arrears in excess of 30 days.
7. Should the quote be accepted kindly e-mail the following to us:
 - 7.1. Signed copy of accepted quote.
 - 7.2. Copy of proof of payment.
(If printing and signing are a challenge, an electronic confirmation of acceptance is acceptable by BRIMSTONE CEILINGS & PROJECTS cc provided that the client provides the following on the e-mail: his/her name and surname, Identity number and the clients physical address together with an attachment of the accepted quote).
8. Ownership of any delivered goods/services shall vest in Brimstone Ceilings & Projects cc until the quotation/Invoiced amount has been paid for in full. We shall be entitled to remove goods installed, at your cost, if payment to us is not made. In such case, you agree to indemnify us from all claims arising here from.
9. A statement of account signed by any manager at Brimstone Ceilings & Projects cc (whose status and authority shall not need not be proved) containing a statement that the debt is payable, the amount payable, the applicable interest rate, and the date from which such interest is calculated, shall be prima facie proof of all amount owing to us and to third parties, and of the other facts stated therein; and you shall bear the onus of proving that such statement is incorrect.
10. You agree that payment shall only have been made to us when it has been received into our bank account.
11. You shall not be entitled to withhold or set off amounts due to us, for any reason.



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12. If at any time payment is not made on due date, or if the purchaser's credit limit with Brimstone Ceilings & Projects cc has been exceeded then, without prejudice to any other legal remedy which we may have in law, Brimstone Ceilings & Projects cc may:
 - 12.1. charge interest on the amount due at the bank prime rate, which shall mean the prime overdraft rate charged by our bankers to members of the private sector on unsecured overdraft facilities; and/or 9
 - 12.2. Without prior notice, defer further deliveries or performance in terms of this agreement until payment is made; and/or
 - 12.3. Upon written notice forthwith cancel the remainder of the agreement and recover from the purchaser all the monies then due or owing by the purchaser for goods already delivered and payment for such damages as Brimstone Ceilings & Projects cc may have sustained.
13. In the event that the Client has to postpone the initial installation date for a period of 30 days or more for whatever reason the following will apply:
 - 13.1 The Client agrees to pay any price increases that might occur (for material, petrol etc.) and will be added on-to the project total amount.
14. The Client will forfeit any and all discounts initially allowed and agreed to, should the Client not meet any of the payment requirements as stipulated in paragraph 1.
15. The Client agrees to judgement being taken against him/her in the event of default in payments to Brimstone Ceilings & Projects cc as per any terms and conditions as set out in point 1 of the agreement.
16. In the event that Brimstone Ceilings & Projects cc institutes legal action in terms of this agreement, you agree to be liable for Brimstone Ceilings & Projects cc's legal costs on the attorney-and-own-client scale.
17. Cancellation of accepted quotations (for which deposit, or any amount of payment, was paid) by the client will be subject to a 10% handling fee.
18. Entrance fees payable at Gated community's/office parks etc will be to the clients account-the cost to be included in the final invoice.

2. Measurements, materials and finishes.

2.1 The Client may be required to sign the design or floor plan(s) to confirm his/her approval of the designs for bulkheads and drywall.

- 2.1. No alterations or additions will be made to the quotation(s) and designs/floor plan(s), after the agreement has been signed, unless both parties agree to changes and the changes are confirmed in writing.
 - 2.2. The Client confirms that the finishes, patterns, profiles, styles and other materials are correctly specified on the quotation(s) and that the different materials in question have been explained to full satisfaction of the Client.
 - 2.3. Brimstone Ceilings & Projects cc will not accept any changes to the quotation(s) once it has been signed/approved, unless so agreed upon in writing (refer to 2.2 above).
 - 2.4. In the event of any defects, (it is the responsibility) of the Client to provide Brimstone Ceilings & Projects cc with a written list of all defects, within 7 (seven) days after installation completion. Failure to comply herewith, will exempt Brimstone Ceilings & Projects of any liability in respect of any defects related to the products and installation.
 - 2.5. It is the Client's responsibility to ensure that the detailed quotation includes all services required. Should anything be omitted then the client notices during installation (or at any stage post acceptance of the quote), an additional quotation/invoice will be issued for all the omitted services which are required to be done (or which have already been completed). The additional quotation/invoice will then be added onto the existing contract once it has been discussed with the Client, who is then also responsible for the additional payment(s).
 - 2.6. All material supplied by Brimstone unless stated otherwise.
- 3. Installations.**
- 3.1. This agreement does not include the following (unless specified on the quotation): removal of old ceiling, discarding of rubble, removal of existing lights, alarms, skylights, cameras, aircon units, fire detectors, sprinklers or any other equipment/accessory or any other activity connected with building, plumbing or electrical work. The Client shall ensure that all the work mentioned in this paragraph is completed by the delivery date agreed to by Brimstone Ceilings and the Client
 - 3.2. Painting excluded from the work scope unless if not quantified and priced on the quotation.
 - 3.3. The Client should direct all communication regarding the installation directly to the Brimstone Ceilings & Projects cc Project manager or Sales consultant. No direct negotiation and communication regarding any aspect of the installation shall be entered into between the Client and any other installer or contractor.
 - 3.4. It is the Client's responsibility to ensure that the site is ready for installation as agreed with the Consultant. A call-out fee of R 1750.00 will be charged in the event that the site is not ready on the arrival date stipulated for the project manager to commence with the installation.

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- 3.5. Notwithstanding the aforesaid of any term in this agreement, installation shall be deemed completed against signature of our customer satisfaction survey form by you or your representative.
- 3.6. Although utmost care will be exercised, it is to a large extent an unavoidable consequence that the process of rhinoliting ceiling (and/or walls) is messy and will likely result in walls (and floors) being dirty.
- 3.7. Brimstone will not be held liable for any roof-structure or slab structural instability which may be discovered during (or before) carrying out of our mandate task on the client's premises.
- 3.8. Ceiling work is very messy, the client is expected to remove all (and/or protect) valuable items, furniture etc. where work will be carried out (or areas within close proximity to where work is carried out) as Brimstone Ceilings and Projects cc will not be held liable for any damages or loss suffered by the client.
- 3.9. Brimstone Ceilings and Projects cannot take responsibility for replacement of light bulbs which may become defective during or after repairs/installation process.
- 3.10. Insulation is not included unless stipulated as a line item on the quote and priced.
- 3.11. If insulation was not quoted for but found in the ceiling being replaced whilst carrying out our mandate, re-instatement of such insulation will be at an additional cost to the client.
- 3.12. Note that the provided and accepted quote excludes any unforeseen or hidden problems which may prevent Brimstone from executing our mandate. An additional quotation will be provided for the client's approval for such extra work which was not anticipated neither noticed nor quoted for when assessing the site.
- 3.13. . Ablution facilities, water, electricity, scaffolding (if needed) to be provided by the client, alternatively additional costs for acquiring the aforementioned will be for the client's account.
- 3.14. The client is expected to remove items such as, including but not limited to, furniture, wall mounted fittings, fixtures, vehicles etc. to mitigate the possibility of damage to property that may occur during the course of the contract as Brimstone Ceilings and Projects cc will not be held liable for any damages and/or losses that may occur.
- 3.15. Ceiling mounted (or none ceiling mounted) cameras, speakers, alarm sensors etc. are expected to be removed and reinstated by the client or the client's appointed specialist. BRIMSTONE CEILINGS AND PROJECTS cc may assist (at an additional charge or for free) in removing and reinstating aforementioned items (that are found to be within our teams capability) on the client's instruction, however, BRIMSTONE CEILINGS AND PROJECTS cc & it's employees will not be held liable for any damage, malfunctioning or loss of the aforementioned items or any other devices that BRIMSTONE CEILINGS AND PROJECTS cc may have attempted to remove and reinstate.
- 3.16. Although extreme caution will be taken when working near TV cables or any other cables, Brimstone Ceilings and Projects cc will not be held liable for damages or malfunctioning thereof post or during executing of our mandate.
- 3.17. In cases of power outages Brimstone ceilings & Projects cc will (without the client's approval) provide a power generator, the cost of which will be borne by the client to avoid delays in carrying out the work. Cost for generator: R350 daily excl VAT.
- 3.18. In an instance where it is discovered that the client is moonlighting with our employee(s) by making any special arrangement with any of our workers (whom Brimstone had brought to the client's premises) to do private work outside of Brimstone's involvement, the client will be fully liable to BRIMSTONE CEILINGS & PROJECTS cc for the work carried out by our employees/worker as though it was BRIMSTONE CEILINGS & PROJECTS that had carried out the work. Any money paid out to our employees will not be taken into account when evaluating the value of the work carried out through moonlighting. In cases where the client refuses that BRIMSTONE CEILINGS & PROJECTS cc access the client's property to evaluate the work carried out through moonlighting, the client agrees that BRIMSTONE CEILINGS & PROJECTS cc can estimate the work scope quantities and such estimation shall be binding and payable in full by the client.
- 3.19. In the event of an installation being delayed as a result of a site not being ready, the installation will be re-scheduled according to the next available date suitable for all parties.
- 3.20. Risk transfers to you upon completion of installation.
- 3.21. In cases of ceiling replacement, cornices have to be removed and the removal thereof may result in the following:
 - 3.21.1. Existing wall paint peeling off the wall as a result of removing existing cornices when replacing existing ceiling. The client will be required to provide paint to touch up the walls where affected.
 - 3.21.2. New cornices may differ in size in comparison to existing ones. In such instances the remaining cornices intended to be salvaged may be replaced with new cornices (if the client so wishes) to match to achieve consistency throughout-extra cornices to be for the clients account.
- 3.22. By installing or allowing the goods to be installed, you hereby accept that you have had the opportunity to inspect the goods and that you accept their condition
- 3.23. Installation of goods may require drilling and/or removal of building material and resultant defacing of painted areas. You warrant that the locations in which you instruct us to install goods are capable of supporting such goods and are free from pipes, electrical wiring and other sub-surface installations, and indemnify us from any claims arising here from.



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- 3.24. An estimate installation timeline will be confirmed prior to the installation start date. Installation lead times are dependent on the complexity of the installation, types of materials and time required by the installation team on site.
- 3.25. The installation dates given are estimates and are subject to change. Brimstone Ceilings & Projects cc will, however, do its best to adhere to the original completion date provided. The dates are dependent on the following factors – all of which are NOT within Brimstone’s control:
- 3.25.1. Availability of material,
 - 3.25.2. Weather conditions, and
 - 3.25.3. Load shedding etc.
- 3.26. Brimstone Ceilings and Projects cc will not be held accountable for any costs involved with the Client’s third-party Contractors such as tilers, electricians and plumbers, which may result in a delay to the proposed installation dates agreed upon by Ergo and the Client.
- 3.27. The Client will not have the right to impose penalties of any sort against Brimstone Ceilings & Projects cc. for any reasons whatsoever.
- 3.28. Should a client provide material which Brimstone Ceilings & Project will install, sufficient material should always be on site as delays due to shortage if material will be for the clients account. Cost to be borne by the client due to delays in delivery of material the following, but not limited to: labour costs, traveling costs etc.
- 3.29. After installation, the Client must provide a detailed snag list to the Consultant of Brimstone Ceilings & Projects cc within 7 (seven) days after installation is completed. Please take extreme care in completing this list as a second list will not be accepted.

4. Guarantee and warranty.

- 4.1. All material and components come with warranty against any defect as provided by material supplier.
- 4.2. All workmanship come with a 1 (one) year warranty against any defects.
- 4.3. The warranty does not cover water damage or purposeful mishandling of the installed products.
- 4.4. The 12-month warranty on our completed work will commence upon the date of issuing of the final invoice.

- 4.5. Brimstone Ceilings & Projects cc commits to good after service in an unlikely occurrence of defective work.
- 4.6. Should our completed work be tampered with by third parties, damaged by the rain, damaged due to negligence or fault by the client or his/her representatives, the 1 year guarantee will be rendered null and void.
- 4.7. Normal wear and tear and environmental damage excluded.

5. Surety

- 5.1. The Surety named in this and all other agreements with us (and/or quotation or invoices), signs as surety and co-principal debtor for the due fulfilment of your obligations to Brimstone Ceilings & Projects cc.
- 5.2. If you are ordering goods or services from us on behalf of another person (juristic or otherwise) then you warrant that you are duly authorised to do so, and accept personal liability in the event that said person denies any obligation under this agreement.

6. General T’s and C’s

- 6.1. All our quotations and services are subject to these terms and conditions. If you agree to our quotation or make payment to us (partial or full), you confirm that all information in the quotation is correct, and that you understand and accept our quotation and these terms and conditions
- 6.2. Our liability to you for any reason is limited to the full extent permitted by law. You agree to indemnify us for any lost profits, revenues, information or data; consequential, special, indirect, exemplary, punitive, or incidental damages arising out of or related to this Agreement
- 6.3. The client hereby acknowledges that Brimstone Ceilings & Projects and all it’s personnel will not be held liable for any damages, consequential damages, unforeseen damages, loss of income or any other loss suffered by the client (or any third party) as a result of the activities carried out whilst work is undertaken by Brimstone Ceilings & Projects on the client’s premises.
- 6.4. In the event of any dispute or claim arising out of or relating to this agreement, or a breach thereof, the parties hereto shall first attempt to settle the dispute by mediation, administered by the any third party agreed thereto under its Mediation Rules. If settlement is not reached within sixty days after service of a written demand for mediation, any unresolved disputes shall be settled by arbitration agreed thereto by both parties under its commercial arbitration rules. The number of arbitrators shall be one and the place of arbitration shall be in Gauteng. South African law shall apply. Judgment by the arbitrator shall be final and binding to both parties.

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- 6.5. Notwithstanding delivery to a Client, Brimstone remains the owner of all goods until all monies have been paid in full.
- 6.6. The Client agrees that the goods remain movable and do not become part of the Client's property, and therefore agrees that Brimstone may at any time decide to remove any and all goods should the Client be in breach of agreement under "Payment terms".
- 6.7. You may not sell, cede, assign, delegate or in any other way alienate or dispose of any of your rights and obligations in terms of this Agreement without our prior express written approval. We shall be entitled to sell, cede, assign, delegate, alienate, dispose of or transfer any or all of our rights and obligations in terms of this Agreement to any third party without your consent, and without notice to you
- 6.8. We reserve the right to amend our terms and conditions, prices and other policy documents from time to time on written notice to you, or by publishing any new version of the Agreement on our Website.
- 6.9. Any new version of this Agreement published on our website will become effective 30 days after the date on which it is first published. It is your obligation to visit our Website on a regular basis in order to determine whether any amendments have been made
- 6.10. Any change in terms of this clause does not cancel your agreement with us.
- 6.11. Please note that every business uses customer information, and your consent in terms of the Protection of Personal Information Act ("POPI") is therefore required. You therefore consent to our use and processing of your personal information in terms of POPI.
- 6.12. You further consent that we may obtain credit reports on you from the credit bureaus.
- 6.13. You warrant that all the information furnished to us by you or on your behalf is correct, and that you shall forthwith notify us in writing of any changes in this information.
- 6.14. You warrant that you are not commercially insolvent, that your assets exceed your liabilities, that credit, if any, granted by us has not in any manner or form been extended recklessly, and that you are not overindebted.
- 6.15. We (including any third party for which we are responsible) will not be responsible for any loss resulting from, inter alia: any circumstances beyond our control, cybercrime, mistakes, omissions, uncontrollable natural forces in operation, strikes or labour disputes, riot, civil commotion or unrest, any type of restriction imposed (or action taken) by a government or statutory authority or any other third party; any service interruption, delay, power cuts, failure or malfunction in any equipment, electronic data terminal, network or other system.
- 6.16. Our liability to you shall be limited to an amount equivalent to the proportionate value you paid for the goods or services.
- 6.17. Our liability to you shall be limited to an amount equivalent to the proportionate value you paid for the goods or services.
- 6.18. Notwithstanding termination of this agreement, you shall be liable to pay for all good and services provided.
- 6.19. Should either Party commit a breach of any provisions of this agreement and fail to remedy such breach within 10 days of receiving written notice from the aggrieved Party requiring it to remedy the breach, then the aggrieved Party shall be entitled, without prejudice to its other rights in law, to cancel this agreement or to claim specific performance without prejudice to its right to claim damages
- 6.20. Notwithstanding anything to the contrary in this Agreement, Brimstone shall be entitled to cancel this Agreement forthwith, without notice and without prejudice to any other rights as to damages or specific performance or otherwise which it may have at law if the Customer: is provisionally or finally sequestrated, compromises or attempts to compromise with any creditor, commits any act of insolvency, or misrepresents or conceals any fact or matter concerning or incidental to this Agreement.
- 6.21. You nominate the address you provide to us for installation, whether by filling in our form or by communicating it to us otherwise, or that we fill in for you on our quotation, as your domicilium citandi et executandi for all purposes in connection with this agreement at the physical addresses and email addresses set forth on the face hereof.
- 6.22. No indulgence that we may grant to you shall constitute a waiver of any of our rights.
- 6.23. South African law shall apply to this Agreement.
- 6.24. The agreement constitutes the entire agreement between the parties in regards to the subject matter thereof. Neither party shall be bound by any representation, express nor implied term, promise or the like not recorded herein or reduced to writing and signed by the parties or their representatives. No addition or variation of this agreement shall be of any force or effect unless in writing and signed by or on behalf of the parties.
- 6.25. Should any provision of this agreement, or part thereof, be invalid, then it shall be severable from the rest of the agreement, without invalidating the rest of this agreement.
- 6.26. Neither party shall be bound by any express or implied term, representation, warranty, promise or the like not recorded herein.
- 6.27. No addition to, variation, or agreed cancellation of this agreement shall be of any force or effect unless in writing and signed by or on behalf of the parties.
- 6.28. No addition to, variation, or agreed cancellation of this agreement shall be of any force or effect unless in writing and signed by or on behalf of the parties.
- 6.29. If Brimstone is prevented or restricted directly or indirectly from carrying out all or any of its obligations under this agreement due to any reason or cause beyond their control of Mathéo or by reason or force majeure, Brimstone shall be relieved of their obligations in terms of this agreement during such period.
- 6.30. It is deemed that by signing and accepting the sent quotation (and or paying deposit) the client has read, understands and accepts all terms and conditions, which can be viewed on this link www.bsceilings.co.za or can be sent by e-mail on request.