



Tel/Fax (011) 743-1470

Cell 082 376 3662

E-mail beauraindevelopments@telkomsa.net

PO Box 2295 Brakpan 1540

cc no. 2007/19628 3/23 NHBRC 49621

Vat no: 4450247288

Roof maintenance plan

This product is a waterproofing, roof and gutter maintenance plan. We offer a 24 month contract which works in the following way:

1. An assessor is appointed to take photo's, sizes to determine the state of your roof, gutters, fascia boards and make of roof i.e. corrugated, tiles, concrete. There is an inspection fee your first premium for the inspection of roof even if maintenance plan is not taken as this forms the basis of your quote, written report and photo's of roof that will be given to you. The condition and sizes and make also determine your premium per month.

2. On basis of above report we offer a premium per month which you may accept or decline. The time period is 24 months, can be extended but not reduced as certain checks need to be done to keep your roof in top condition. Your premium for next 24 months can only be determined after the assessors visit.

We will make an appointment to view your roof and within a week you will receive maintenance plan offer - report of roof and photo's. You will not be subsidising a roof of other houses in bad condition. You will pay your premium on the condition, size make of your own roof and gutters.

Example (for illustrative purposes only)

- A. Premiums start at R650.00 per month for a 170 sq m in good condition. Tiled roof includes 2 inspections of roof and gutters, waterproofing after 4 months 1 roof paint plus gutter check. 15 Months another waterproof and gutters, fascias, roof check on 24 months.
- B. Premium of R350 for a 90 sq m tiled roof in good a condition.
- C. A corrugated iron roof in a bad condition 170 sq m can cost up to R900 per month. This will include waterproofing, screws replacement and resealing, rust taken off. Painting of roof all in 24 months.

Terms and conditions apply (see below)

Roof Maintenance plan

1. **3 months** - gutters clean out leaves and debris

2. **6 months** - check and do waterproofing,
 Check gutters
 Loose fascias,
 Loose corrugated iron
 Moved tiles
 Loose screws
 Dirty valleys
 Ridge tiles

3. **12 months** - Same as above

4. **18 months** - paint 2 coats acrylic roof paint same as existing color on
 roof.

5. **24 months** - last check waterproofing/gutters and fascias

6. Renewal of contract (if required)

FORM 1 (Client Information sheet)

To be faxed 011-743-1470 with deposit slip
Standard bank acc. 420190317 branch. 013-042

Information of client

Surname

Name

Contact no

Physical Address

Best time that will suite you for assessment

Double story

Single story

+ - sq m of house

Make of roof tiles/corrugated/cement slabs

Rating of roof by yourself - good / poor / excellent

TERMS AND CONDITIONS

- “Beurain”**: means Beurain Developments CC, Registration no. 2007/196283/33 or its subsidiary or nominee;
- “Client”**: means the person and/or entity that enters into this agreement with Beurain for the maintenance and upkeep of the Client’s residence’s roof, and/or his/her nominee;
- “Contract Price”** means the total costs and fees (excluding the Assessment Fee) payable in terms of the Maintenance Plan payable once-off in cash, 24 (TWENTY FOUR) monthly instalments or such other period agreed in writing between the Parties;
- “Services”**: means residential roof and gutter maintenance and roof waterproofing as detailed under the heading Roof Maintenance Plan above and such other services and/or products as may be agreed between the Parties from time to time;
- “Time Periods”**: means the time periods within which the Services will be rendered as indicated in the Report and Quotation calculated in calendar months from the date of acceptance hereof;

1. The Client acknowledges and agrees that the Terms and Conditions as set out hereafter will govern the relationship and all dealings of any nature whatsoever between Beurain and the Client (“the Parties”).
2. Upon signature of the Client Information Sheet (Form 1) the Assessment Fee becomes due and payable. Once the Assessment Fee has been paid, Beurain will assess the Client’s roof and submit a Report and Quotation (Form 2).
3. Acceptance of the Report and Quotation shall, together with the terms and conditions hereof, form the agreement between the Parties.
4. Beurain provides roof maintenance and waterproofing services. This agreement does not constitute an insurance agreement or replace existing insurance. The Services does not include major repairs other than specified in the Maintenance Plan and does not cover damage caused by *inter alia* wind, hail, rain, lightning or *force majeure*. Any repairs not quoted in the Maintenance Plan must be done and paid for separately.
5. The Time Periods reflected in the Report and Quotation shall be calculated from the date of acceptance in writing of the Report and Quotation and signature hereof. If the date of acceptance of the Report and Quotation and signature hereof differs, the date of signature hereof will enjoy preference and be used to calculate the Time Periods.
6. The Time Periods quoted for delivery and performance of the Services are estimates and not binding on Beurain. The Services must however be initiated within a 10 (TEN) day period before or after the due date as quoted in the Maintenance Plan.
7. This Agreement shall endure for the full duration of the Maintenance Plan and cannot be cancelled by the Client before expiry of the Agreement.
8. Payment of the Contract Price is to be made in cash into Beurain’s bank account, details of which are quoted on the Report and Quotation. The Client will only be considered to have paid any amount owing to Beurain when such payment is actually received and available for the benefit of Beurain.
9. The Client has no right to withhold payment for any reason whatsoever and the Client is not allowed to set-off any amount against any debt owed by Beurain or claim initiated by the Client.
10. Any amount owing by the Client to Beurain or the existence of any debt owing to Beurain may be proved in any legal proceedings by means of a certificate signed by any director/member of Beurain whose authority need not be proven. Such certificate shall be *prima facie* proof of the amount owing by the Client to Beurain.
11. Any printout of computer evidence tendered by any party shall be admissible evidence and no party shall object to the admissibility of such evidence purely on grounds that such evidence is computer evidence or that the requirements of the Electronic Communications and Transactions Act 25 of 2002 have not been met.
12. The Client shall be liable to Beurain for all legal expenses on the attorney-and-own-client scale incurred by Beurain in the event of any default by the Customer or any litigation in regard to the validity and enforceability of this Agreement and which costs shall include but not limited to tracing, collection and valuation fees.
13. The Customers hereby consents that Beurain shall have the right to institute any legal action in the Magistrate’s Court as envisaged in terms of Section 45 of the Magistrates Court Act of 1944.
14. Notwithstanding the terms of clause 13 above, the Client agrees that Beurain shall be entitled, but not obliged, whether legal action has commenced or not, to submit any dispute between the parties to arbitration. The arbitration shall be held in the city of principal business of Beurain within 30 (THIRTY) days after it has been demanded before a mutually agreed arbitrator being an Advocate with no less than 7 (SEVEN) years experience and failing agreement, to be selected by the President of Bar Council of Johannesburg. The arbitration shall be held in a summary manner and the strict rules of evidence shall not apply. The arbitrator shall decide on the issues of pleadings, discovery and the process to be followed. The parties hereto agree that the decision of

- the arbitrator including any cost order shall be binding on both of them, and may be made an Order of Court of competent jurisdiction.
15. The Client acknowledges that it does not rely on any representations made by Beaurain in regard to the Services or any of its qualities leading up to this Agreement.
 16. It is the responsibility of the Client to inspect the Services upon delivery/receipt and will notify Beaurain within 7 (SEVEN) days of any deficiencies.
 17. No warranties shall be binding unless specifically agreed to in writing.
 18. No claim shall arise in terms hereof unless the Client, within 3 (THREE) days of the breach occurring, has given Beaurain 30 (THIRTY) days' written notice to rectify such breach which notice shall include full details of alleged breach.
 19. **The Client indemnifies and holds Beaurain harmless against all liabilities, damages, costs and expenses whatsoever arising directly or indirectly from or in connection with the Client's express or implied instructions or their implementation by or on behalf of or at the instance of Beaurain in relation to any goods or Services and in particular, but without limitation of the foregoing, in respect of any liability whatsoever which may be incurred, arising from the failure of any warranty given to the Client in respect of the goods or Services being true and correct and/or consequential damages including but not limited to loss of profits or other delictual liability of any nature whatsoever unless it is proven, in the instance of consequential damages, that Beaurain was grossly negligent in which event the consequential loss or damage claim will be limited to the Contract Price.**
 20. Should the Client
 - fail to pay any amount payable to Beaurain on the due date thereof;
 - breach any provision of this Agreement;
 - being a trust, be revoked, discharged or varied in any manner whatsoever or suffer any change in its beneficiaries after the signature date;
 - being a natural person, publish notice of the voluntary surrender of his estate, or die;
 - not being a natural person, be wound-up, liquidated, deregistered or placed under judicial management, in any such event whether provisionally or finally and whether voluntarily or compulsorily, or pass a resolution providing for any such event;
 - have any application or other proceedings brought against or in respect of him in terms of which he is thought to be sequestrated or placed under curatorship if a natural person, or, if not a natural person, deregistered, wound up, liquidated or placed under judicial management, in any such event whether provisionally or finally;
 the Client will be in default.
 - 20.1 If the Client is in default, Beaurain shall calculate any indebtedness by the Client to Beaurain for work done and Services rendered to date of default. Any amount so calculated shall constitute past, liquidated damages. Beaurain may then cancel the Agreement together with a claim for such damages. There will be no further duty or obligation on Beaurain to deliver any goods or perform or render any further Services.
 - 20.2 If the Client is in default and after calculation of indebtedness as per 20.1 above, it emanates that the client paid an amount in excess of the value of the Services rendered to date of default, Beaurain may cancel this Agreement and retain such amount as damages suffered. There will be no further duty or obligation on Beaurain to deliver any goods, or perform or render any further Services.
 21. No indulgence whatsoever by Beaurain will constitute a novation of this Agreement or affect the terms of this Agreement or any of the rights of Beaurain and such indulgence shall not constitute a waiver by Beaurain of any of its rights in terms hereof. Such indulgence shall further not estop Beaurain from exercising any of its rights in terms of this Agreement.
 22. The Client chooses the address where the Services are to be rendered as his address at which all notices and legal processes in terms of this Agreement may be served on or delivered to him.
 23. The Client agrees and acknowledges that these terms and conditions:
 - are drafted in his/her preferred language;
 - that he/she understands the content hereof, it being presented in clear and simple language

SIGNED AT _____ on this ____ day of _____ 2011.

Witnesses

1. _____
BEAURAIN
2. _____
CLIENT