



84 CONCORDE ROAD EAST, BEDFORDVIEW, 2008 – 076 030 8191 - INFO@AFCS.CO.ZA – WWW.AFCS.CO.ZA

## Terms and Conditions

### INTERPRETATIONS

#### 1. Definitions

1.1. In these Terms and Conditions, the following definitions apply:

“The Company, we, us, and our” – means Advanced Floor Cleaning Systems (PTY) Ltd (hereinafter “The Company”), with registration number 2019/121788/07 and PO Box 1714, Bedfordview, 2007 as the postal address and 84 Concorde Road East, Bedfordview, 2008 as the physical address. The latter is also the service address.

“Staff” means any operative working for the company or firm carrying out services on behalf of the Company.

“Customer” – means a person, whether classed as consumer, firm, or corporate body together with any subsidiary or associated company, to which the services are supplied to by the Company.

“Service” – means the services provided on behalf of the Company to the customer for an amount of money for a specified amount of time.

“Additional Service” – Means any other work which is requested either before, or during the job and which will only be completed with the approval of the company.

“COD” – Means any Cash on Delivery which is a payment made by cash in South African Rand.

“Visit” – means a visit to the customer’s service address by the staff member to carry out the Service.

“Service address” – means any address and post code, provided by the customer to deliver the service.

2. Unless the context requires otherwise, reference to the singular include the plural and references to the masculine include the feminine and vice versa.

3. The Headings contained in these Terms are for convenience only and do not affect their interpretation. However, Text in BOLD and CAPITALS are important and should be given careful attention.

#### 4. Contract

4.1. These Terms and Conditions represent a contract between the Company and the customer. These terms will be deemed incorporated as soon as the service commences.

4.2. By placing an order either over the phone, fax, e mail or website, customer has a legally binding agreement, whether oral or written, and is bound to the Company’s Terms and Conditions.



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## **5. Company work ethic and what is required from all parties**

5.1. The Company is a professional company which offers floor restoration services.

5.2. There is always at least one supervisor on site, and we are knowledgeable, have experience and take pride in our work.

5.3. The customer agrees to approach only the supervisor should he have any queries and/or questions and not to approach staff.

5.4. The Company will not tolerate rude and disrespectful behaviour from the customer, not telephonically, not electronically and not on site.

5.5. The Company reserves its right to refuse to work for the customer without any penalty to the Company.

5.6. In the event of unacceptable behaviour by the customer, and the Company refusing to do more work for the customer, a final COD invoice for work done will be sent to the customer, for which immediate payment will be required.

5.7. The customer agrees that he has hired the Company as the latter are professionals and that the customer is not. As such, the customer agrees to abide by decisions made by the Company which pertain to the work required as well as how and when it should be completed. While the Company is willing to discuss these decisions, and explain same to the customer, ultimately, the final decision re the best way forward rests solely with the Company.

5.8. The Company takes Before and After photographs of all jobs and reserves the right to place these on our website, with the proviso that the customer's identity and home will not be identified or identifiable in any way whatsoever.

5.9. The Company does not divulge any of the customer's contact details, nor do we spam our customers in any way.

## **6. Floor Restoration Services**

6.1. The customer agrees by accepting the Cost Estimate which he will receive, that he agrees to be legally bound by the Terms and Conditions; the customer is also invited to familiarise himself with the Terms and Conditions on the Cost Estimate and is directed to the Company's website.

6.2. The customer agrees to pay a non-refundable 50% deposit in advance and before any work will commence.

6.3. A COD invoice will follow all work completed and is immediately payable on site. Any deviation from this required payment method is at the sole discretion of the Company. A receipt will be forwarded to the customer.



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- 6.4. All furniture and any items on the worksite are required to be moved off site before work commences. If any items are left for the Company to remove off site, a move-fee will be charged, which fee is indicated on all Cost Estimates.
- 6.5. If the Company is delayed in any way through no fault of its own, a delay fee will be charged, this idle fee is clearly noted on the Cost Estimate.
- 6.6. Weather sometimes plays a role on jobs and is beyond the control of the Company. While every effort will be made to work around weather, it does sometimes happen that there is unseasonal or incessant weather, which prohibits a job from being completed, or is slowed down.
- 6.7. Should a job be cancelled a day in advance because of incumbent weather, the customer agrees that the Company cannot be liable for the cancellation of the job. In such a case the Company will charge for all labour and transport which is cancelled to accommodate the weather.
- 6.8. If weather and/or lack of electricity and/or lack of water affect a job during a job, the Company cannot be held liable for delays and/or postponements.
- 6.9. If there is no water or electricity on site or the weather plays a role on any given day, the Company might have to turn back to base. In such an event, the Company must charge for labour, travel and transport cost, the callout as well as any time spent on site.
- 6.10. In the event of a weather cancellation and/or delay and given the often-complex nature of what is required to restore a floor, the Company will always advise the best next day for the job to be completed. This advice is for the Company's work not to be comprised by the weather, to guarantee longevity of the work completed as well as customer satisfaction.
- 6.11. If collection of keys is required from a location outside the postal code area of the scheduled, R300 is charged.
- 6.12. The customer agrees to pay the full price of the visit in the event of a lock-out caused by our staff being turned away; no one home to let them in; or problem with customer's keys.
- 6.13. If keys are provided, they must open the lock without any special efforts or skills.
- 6.14. The Company will not be responsible for triggering any alarm systems. The customer should give any special instructions for deactivation/activation of any household alarm systems.
- 6.15. The customer undertakes to give a full brief. If any new issues are briefed which were not quoted for (and a Cost Estimate sent), the Company reserves the right to refuse the work, or alternatively, should the Company accept the work, the cost of the extra work will be passed on to the customer and the customer undertakes to pay same.
- 6.16. Should the area size given to the Company by the customer be less than agreed, the customer agrees that the Company will measure for accuracy once on the worksite. This term is also pointed out on the Cost Estimate.



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- 6.17. The customer agrees that he is aware that all extra area size has a direct effect on planning, labour, product costs of a job and as such these will be passed onto the final invoice to the customer. Should extra work delay the Company, the Company accepts no responsibility for not being able to complete the job in full on any given day.
- 6.18. The Company also therefore reserves the right to amend the final COD invoice, should the customer's original requirements change.
- 6.19. If the customer has a dog, cat, or other hairy pet then an extra 30% charge will be added to the service price due to the extensive amount of animal hair slowing down the process.
- 6.20. If water extraction is required due to flooding 30% extra charge will be added to the service price.
- 6.21. The customer understands that additional Parking charge may apply. Should the latter not be passed on to the customer, it will be solely at the discretion of the Company.
- 6.22. All toll fees will be passed on. Should the latter not be passed on to the customer, it will be solely at the discretion of the Company.
- 6.23. There is a minimum charge for small jobs.

## **7. Payments**

- 7.1. Payment is requested on completion on the day of the visit.
- 7.2. Payment can be made in cash on completion of the service.
- 7.3. Payment can be made by EFT at the sole discretion of the Company, but again, payment should be on the same day as the completion of the job.
- 7.4. The customer agrees to pay all invoices for work done without delay.
- 7.5. If there is a dispute, please refer to the section on Complaints below.

## **8. Refunds**

- 8.1. No refunds will be awarded on services which has commenced or completed. If there is any issue with the service, please follow the complaints procedure.
- 8.2. If a cancellation takes place less than 72 hours prior to the service being due to commence, 75% of the Cost Estimate will be charged. This is because the Company cannot turn around another client in under 72 hours.



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## 9. Complaints and Claims

- 9.1. The customer accepts and understands that poor service, breakage/damage, or theft must be reported within 24 hours from the service date. Failure to do so will entitle customer to no refunds or recoveries.
- 9.2. The Company requires the presence of the customer or his/hers representative in the beginning and at the end of the visit as an inspection can be carried out and if any corrections, should be made on the same day.
- 9.3. The Company must always be afforded the opportunity to complete and/or rectify jobs. Should the customer for whatever reason decide to get another supplier in to re-do or do anew a job which the Company has worked on, the Company will not be held liable.
- 9.4. The Company will not accept a complaint more than 24-hour after the floor restore session.
- 9.5. Complaints are accepted in writing (letter, e mail or Fax). Complaints must be reported on completion or in the following 24-hour.
- 9.6. All fragile and highly breakable items must be secured or removed. Items excluded from liability are cash, jewellery, items of sentimental value (the customer will be credited with the items present cash value), art and antiques.
- 9.7. Key replacement/locksmith fees are paid only if keys are lost by our operatives. There is a R600 per household liability limit.
- 9.8. The Company agrees to keep all customers\* information confidential.
- 9.9. In case of damage to a household item, the Company will repair the item at its cost. If the item cannot be repaired the Company will rectify the problem by crediting the customer with the item's present actual cash value toward a like replacement from a Company source upon payment of services rendered.
- 9.10. The Company reserves the right to refuse to share any of the Company's confidential documents.

## 10. Customer Satisfaction

- 10.1. Customer understands that he/she is not entitled to any refunds.
- 10.2. No claims will be entertained without the customer first having followed the complaints procedure.
- 10.3. The Company cannot be held responsible for any issues that stem from any old damage to a substrate or any new damage to a substrate incurred after the Company has completed its job.



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10.4. If the customer is not completely satisfied with a job, and the complaints procedure and timeline are followed, the Company will re-do any areas and items at a time convenient for both the customer and the Company. Therefore, it follows that the customer must allow the Company to return to the worksite.

10.5. Customer must be present always during the recovery-clean.

10.6. The Company reserves the right not to return more than once.

### **11. Liability**

The Company will not be held liable for:

11.1. Completing tasks which are not stated on our task list.

11.2. Jobs not complete due to the issues not of the Company's own making, such as hot water, electricity, and/or the weather.

11.3. Third party entering or present at the customer's premises during the process.

11.4. Failing to remove old/permanent stains that cannot be removed using standard methods.

11.5. Existing damage or wear and tear.

### **12. Cancellation**

12.1. Customer may not unilaterally cancel any agreement unless the customer has given the Company the opportunity to rectify and/or complete a job.

12.2. Customer agrees to pay the full price of a visit if the customer refuses the Company access to the site.

### **13. Disputes**

13.1. In the event of disputes, the Company is always willing to rectify a problem should the customer fulfil his duties in terms of these Terms and Conditions.

13.2. If the customer is unwilling to co-operate, the Company reserves the right to charge for work done and to refuse to work any further for the customer.

**These Terms and Conditions shall be governed by the relevant South African law, and by agreeing to be bound by them the customer agrees to submit to the exclusive jurisdiction of the relevant courts of South Africa. The Company reserves the right to make any changes to any part of these**



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**terms and conditions without giving any prior notice. In these Terms and Conditions, the customer may be required to waive certain of its rights, assume certain obligations of the supplier and/or agree to a limitation of the supplier's liability. By accepting a Cost Estimate, the customer acknowledges, understands, and accepts that these terms may favour the Company or require that the consumer may be required to waive some rights, assume some obligations or limit the supplier's liability. Should any of the above clauses change all existing customers will be notified. Please check this website for updates.**

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