

Summit Project Solutions – Terms and Conditions

1. Introduction

Welcome to **Summit Project Solutions (SPS)**.

By accessing or using our services, you agree to comply with and be bound by the following Terms and Conditions. Please review them carefully before proceeding.

2. Services Provided

Summit Project Solutions offers a range of construction, renovation, and maintenance services, including but not limited to:

- Home and building construction
- Alterations and renovations
- Landscaping and garden design
- Road building
- Project management for construction projects
- Handyman services for home and garden maintenance

All services are provided subject to these Terms and Conditions.

3. Quotations and Contracts

- All quotations are valid for **30 days** from the date issued unless otherwise stated.
 - A formal contract will be provided for all major construction, renovation, and alteration projects.
 - For smaller handyman services, a written or verbal agreement will suffice upon acceptance of the quotation.
 - Any changes or additional work requested by the client after acceptance of the quotation may result in additional charges.
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4. Payments and Fees

- A deposit of **80%** of the total project cost is required before work commences, with the balance due upon completion unless otherwise stated.

- For larger projects, a payment schedule will be agreed upon with specific milestones outlined.
 - Payment for handyman services is typically required upon completion of the job unless otherwise agreed.
 - Overdue payments will incur a penalty of **10% per month** on the outstanding balance.
 - All work and materials installed remain the property of Summit Project Solutions until full payment has been received.
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5. Cancellations and Refunds

- The client may cancel a project or service by providing written notice within **7 days** of the scheduled start date.
 - Cancellations within this period will result in a refund of any deposits paid, minus any expenses already incurred by SPS.
 - Cancellations made less than 7 days before the scheduled start date may result in forfeiture of the deposit.
 - No refunds will be issued for completed work or services unless there is a breach of contract or failure to meet agreed-upon standards.
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6. Warranties and Guarantees

- SPS guarantees the quality and durability of its workmanship for a period of **3 months** following completion of a project.
 - The warranty covers defects in materials and workmanship but does not cover misuse, neglect, or natural wear and tear.
 - Any issues arising during the warranty period will be rectified at no additional cost to the client, provided they fall under these terms.
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7. Liability

- SPS is fully insured for all construction and renovation projects.
- SPS is not responsible for damages or losses incurred by the client due to delays, natural disasters, or unforeseen circumstances beyond our control.

- The client is responsible for obtaining any required approvals, permits, or permissions from local authorities unless otherwise stated in the contract.
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8. Client Responsibilities

- The client must ensure that the work area is accessible and free from obstacles that could impede progress or pose safety risks.
 - Delays caused by the client (e.g., failure to provide access or required materials) may result in additional charges and an extended timeline.
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9. Subcontractors

- SPS reserves the right to use subcontractors for specific project aspects such as plumbing or electrical work.
 - All subcontractors will be vetted to ensure compliance with SPS quality standards and these Terms.
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10. Health and Safety

- SPS adheres to all applicable **Occupational Health and Safety (OHS)** regulations and ensures safe working conditions.
 - The client must inform SPS of any potential hazards on-site before work begins.
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11. Cleanup Policy

- SPS provides a **partial cleanup** after project completion, removing debris and materials directly related to our work.
 - SPS is not a cleaning service; any deep or detailed cleaning must be arranged by the client.
 - Additional cleanup requests may incur extra charges.
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12. Ownership of Materials and Work

- All materials and work remain the property of SPS until payment is made in full.
- SPS reserves the right to remove or reclaim materials in cases of non-payment.

13. Compliance with the POPI Act

- SPS complies with the **Protection of Personal Information Act (POPI Act)**.
- Client information is used solely for service delivery and not shared without consent unless required by law.
- Clients have the right to request correction or deletion of their personal data.

14. Confidentiality

- All project-related and personal information will remain confidential.
- SPS will not share client information with third parties except where necessary for service completion or legal compliance.

15. Termination

- Either party may terminate the agreement if the other breaches its terms.
- If the client terminates without valid cause, SPS reserves the right to retain all payments made up to that point.

16. Dispute Resolution

- Disputes shall first be resolved through negotiation between both parties.
- If no resolution is reached, disputes may be referred to **mediation** or **arbitration** per South African law.

17. Governing Law

- These Terms and Conditions are governed by the laws of **South Africa**.
- All legal proceedings shall take place in South African courts.

18. Amendments

- SPS reserves the right to amend these Terms at any time.
- Continued use of SPS services constitutes acceptance of any updates.

ADDITIONAL LEGAL CLAUSES (2025 UPDATE)

19. Limitation of Liability and Indemnity

- SPS, its directors, shareholders, employees, and agents shall not be held personally liable for any indirect, consequential, or incidental loss or damage arising from services or products.
- No client may sue or legally pursue any owner, director, or representative of SPS personally.
- The client indemnifies and holds SPS harmless against any claims resulting from actions beyond the reasonable control of SPS.

20. Third-Party Products and Materials

- SPS may procure and install products or materials from third-party suppliers.
- SPS shall not be liable for defects or failures of such products if installed per manufacturer guidelines.
- Manufacturer warranties remain valid and enforceable directly by the client, with SPS assisting where possible.

21. Compliance with the Consumer Protection Act (CPA)

- SPS operates in accordance with the **Consumer Protection Act, 68 of 2008**.
- The standard workmanship warranty is **3 months** from completion.
- Third-party product warranties apply independently, and SPS is not responsible for supplier delays or denials.

22. Force Majeure

- SPS shall not be held liable for delays or non-performance caused by factors beyond reasonable control, including acts of God, strikes, extreme weather, or government restrictions.

23. Risk Transfer and Site Conditions

- Risk passes to the client once materials are delivered to or installed on-site.

- The client is responsible for site safety, security, and storage of delivered materials.
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24. Variations and Scope Changes

- Any variation or addition to the original scope of work must be confirmed in writing and may alter cost or timelines.
 - Verbal site instructions are not binding unless later confirmed in writing.
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25. Delays and Access

- The client must ensure full site access during agreed working hours.
 - Any delay caused by the client (restricted access, unprepared site, etc.) may result in added costs and extended deadlines.
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26. Retention of Title

- All materials and equipment remain property of SPS until fully paid for.
 - SPS reserves the right to reclaim materials or equipment in the event of non-payment.
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27. Occupational Health & Safety (OHS) Compliance

- SPS complies with the **Occupational Health and Safety Act (Act 85 of 1993)**.
 - The client must disclose known hazards. SPS may withdraw from unsafe sites without penalty.
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28. Professional Indemnity and Insurance

- SPS maintains adequate **public liability** and **contractor's all-risk insurance**.
 - Workmanship or property damage claims must be submitted in writing within **7 days of discovery**.
 - SPS will not be liable for indirect or consequential losses.
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29. Dispute Resolution (Expanded)

- Disputes shall be settled amicably where possible.
 - Unresolved matters within 14 days may proceed to **mediation** before legal action.
 - Jurisdiction lies solely with the **High Court of South Africa (Gauteng Division)** unless agreed otherwise in writing.
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30. Severability and Entire Agreement

- If any clause is found invalid, the remaining provisions remain enforceable.
 - These Terms, together with any signed quotation or project agreement, represent the **entire agreement** between the client and SPS.
 - No verbal changes or representations are binding unless confirmed in writing by an authorised SPS representative.
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Issued by:

Gerhard Visser

Managing Director & Founder

Summit Project Solutions (Pty) Ltd



Registered in South Africa



Last updated: October 2025