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Rev 4.12



TERMS AND CONDITIONS 2020-2026

These Standard Terms and Conditions ("Agreement") govern the relationship between TMGSA Projects Pty Ltd ("TMGSA") and the Customer for all work performed under this Agreement.

1. DEFINITIONS

1.1 TMGSA: TMGSA Projects Pty Ltd, an independent contractor engaged by the Customer to perform the Work specified herein.

1.2 Customer: The owner, occupier, or duly authorized agent of the Property where the Work is performed.

1.3 Property: The Customer's property where the Work is executed, as identified in the quotation or addenda.

1.4 Work: All services and tasks performed by TMGSA under this Agreement, including specifications, descriptions, and scope agreed by the parties.

1.5 Contract Price: The amount payable by the Customer for the Work, as per the signed quotation and any additional written agreements.

6 Drawings: Architectural plans provided by the Customer or procured by TMGSA at an additional agreed fee, if required for the Work.1.

1.7 Practical Completion: The date when the Work is completed, handed over to the Customer, and TMGSA issues the final invoice.

1.8 Materials: All materials, apparatus, or appliances installed or used in the Work.

1.9 Equipment: All tools, machinery, and implements required for the Work.

2. AGREEMENT

2.1 The Customer agrees that:(a) This Agreement constitutes the entire understanding between the parties, and no variations are valid unless in writing and signed by both parties.(b) This Agreement governs all current and future contractual relationships, superseding any conflicting Customer documentation.(c) This Agreement applies to all existing and future debts between the parties.(d) This Agreement is final, binding, and not subject to suspensive or resolutive conditions.(e) Conflicting terms are superseded, without prejudice to TMGSA's securities or guarantees.(f) This Agreement applies to TMGSA's employees and subcontractors.

2.2 The Customer's signatory warrants their authority to bind the Customer and personally binds themselves as surety and co-principal debtor, jointly and severally, for all obligations under this Agreement.

2.3 All orders (oral or written) are binding and cannot be canceled without TMGSA's prior written consent.

2.4 The Customer consents to TMGSA conducting a credit check at its discretion.

2.5 The invalidity of any provision does not affect the enforceability of the remaining provisions.

3. APPOINTMENT

3.1 The Customer appoints TMGSA to perform the Work on the Property, and these terms constitute the entire Agreement for such Work.

4. QUOTATIONS

4.1 Quotations are valid for fourteen (14) days from issuance or until a new price list is published, whichever occurs first, unless otherwise stated in writing by TMGSA.

4.2 Delivery and performance times are estimates and not binding on TMGSA.

4.3 Quotations are subject to material and service availability and may be adjusted for cost increases (e.g., currency fluctuations) prior to Customer acceptance.

4.4 Disputes regarding cost increases will be resolved by an independent auditor's certification, which is final and binding.

4.5 This quotation, including all associated documents, is strictly confidential and may not be shared, copied, or reproduced without the prior written consent of TMGSA.

4.6 The quantities, pricing, and concept design plans and submissions contained in this quotation are provided solely for the Customer's internal use. Disclosure to any external party, including vendors and contractors, is strictly prohibited without TMGSA's prior written authorisation.

4.7 The quotation, whether in whole or in part, may not be emailed, distributed, or otherwise disclosed to any third party without TMGSA's prior written consent or unless a formal agreement has been entered into with TMGSA.

4.8 All information, materials, and intellectual property contained in or associated with this quotation shall remain the exclusive property of TMGSA and may not be used or disclosed by the Customer without TMGSA's prior written consent.

4.9 Unless otherwise stated in writing by TMGSA, this quotation shall be valid for thirty (30) days from the date of issue.

4.10 By reviewing or making use of this quotation, the Customer shall be deemed to have accepted these terms and conditions in their entirety.

5. MATERIALS AND EQUIPMENT

5.1 Unless otherwise agreed in writing, TMGSA supplies all Materials and Equipment per agreed specifications, with quality vouchers provided upon Customer request.

5.2 TMGSA may substitute unavailable products with alternatives at prevailing market prices.

5.3 All products are sold "voetstoots" (as is), with no warranties for latent defects; all guarantees, including common law, are excluded.

5.4 Customer-supplied materials or equipment are the Customer's responsibility; TMGSA is not liable for defects or related costs.

5.5 Title to Materials purchased by TMGSA and affixed to the Property remains with TMGSA until full payment. Unfixed materials remain TMGSA's property and may be removed for non-payment.

5.6 The Customer must protect materials on the Property from loss, theft, or damage during TMGSA's absence, replacing any lost/stolen materials at their expense.

5.7 No detailed material costing is required, as the Work is performed for a fixed Contract Price.

6. LAWS AND REGULATIONS

6.1 TMGSA complies with applicable laws, regulations, and by-laws, but the Customer bears the cost of statutory fees or levies.

6.2 The Customer is solely responsible for ensuring the Work and plans comply with building regulations and local authority requirements.

7. VARIATIONS

7.1 TMGSA will perform the Work per agreed Drawings or specifications. Variations require written agreement signed by both parties.

7.2 Customer requests for variations must include written acceptance of associated costs and additional time.

8. ACCESS TO PROPERTY

8.1 The Customer grants TMGSA and its personnel access to the Property during normal working hours (08:00–16:00 Mon-Fri; 09:00–14:00 Sat) and provides water, electricity, and sanitary facilities at no cost.

8.2 TMGSA may access occupied parts of the Property as necessary for the Work.

9. PRACTICAL COMPLETION

9.1 Upon Practical Completion, TMGSA issues the final invoice, and the Customer accepts the Work, subject to rectification of latent defects per this Agreement.

10. TIME FOR PERFORMANCE

10.1 TMGSA commences the Work on a mutually agreed date.

10.2 Completion occurs within a reasonable period, with no penalties or damages for delays unless expressly agreed in writing.

11. INDEMNITY

11.1 TMGSA indemnifies the Customer against liability for personal injury or death caused by TMGSA's execution of the Work, except where caused by the Customer or its agents.

11.2 TMGSA indemnifies the Customer for property damage caused by TMGSA's willful, negligent, or reckless acts or omissions.

11.3 The Customer maintains insurance for structural damage, fire, or other special perils.

12. LIMITATION OF LIABILITY

12.1 TMGSA is not liable for losses or damages due to circumstances beyond its control, including war, civil unrest, natural disasters, or force majeure.

13. DELAYS

13.1 Delays due to force majeure, weather, or other uncontrollable factors extend the completion timeline accordingly.

14. SUSPENSION OF WORK

14.1 TMGSA may suspend the Work if the Customer:(a) Fails to make payment when due.(b) Fails to provide materials or access.(c) Fails to supply required drawings or professional services.

14.2 In such cases, TMGSA may:(a) Cancel the Agreement and retain payments.(b) Demand the outstanding Contract Price.(c) Remove unfixed materials, machinery, and equipment.(d) Exercise a lien over the Property until full payment.

15. PAYMENT

15.1 The Customer pays the Contract Price and variation costs per the quotation and invoice terms.

15.2 Payments are made to TMGSA's specified bank account and are deemed received upon clearance.

15.3 No withholding or set-off is permitted; withholding constitutes a material breach.

15.4 Payments are due within five (5) days of invoice receipt. Overdue amounts accrue 15% interest every seven (7) days, compounded, until paid.

15.5 The Customer is liable for legal costs, including attorney-and-own-client fees, tracing fees, and collection costs in case of default.

15.6 Payments are appropriated first to interest and costs, then to the principal debt.

16. GUARANTEES

16.1 TMGSA shall complete the work to the Customer's reasonable satisfaction according to acceptable workmanship standards. All work shall be guaranteed against latent defects due to defective workmanship for twelve (12) months from the date of practical completion. Superficial cracks that may appear as a result of materials drying shall not be regarded as defects. Any claims in respect of defective materials shall be directed by the CUSTOMER to the supplier and TMGSA shall assist in lodging the claim without assuming any liability.

17. DESIGN PLANS & BUILDING COMPLETION

17.1 All designs, drawings, and construction works by TMGSA comply with project specifications and governing regulations.

17.2 Conditions:(a) Plans, drawings, or technical documentation are project-specific and may not be used elsewhere without TMGSA's written consent.(b) No design, layout, or installation plan may be altered, copied, reused, or implemented without TMGSA's written approval.(c) Unauthorized changes to plans or construction work void TMGSA's responsibility, liability, and compliance certifications.(d) The Customer is fully liable for issues arising from unauthorized alterations or disclosures.

18. ELECTRICAL INSTALLATIONS & COC VALIDITY

18.1 Certificates of Compliance (COCs) issued by TMGSA are valid only for original electrical installations completed and signed off by TMGSA, compliant with regulations at completion.

18.2 Electrical work is performed in collaboration with a registered Electrical Engineering company to ensure statutory and safety compliance.

18.3 Conditions:(a) Any changes, additions, equipment replacements, or alterations to the original installation render the Customer fully liable for resulting issues.(b) TMGSA is not liable for damages, faults, or non-compliance from unauthorized modifications and may revoke the COC in whole or part.(c) New or modified installations require a new COC from a qualified, registered electrician and approved electrical company (e.g., DOL, ECB, or ECA).

Must be completed by the client

Quotation nr _____

Invoice Nr _____

Work will only commence once the Quotation has been signed and proof of deposit has been emailed to us.

Outstanding amount on the day of completion.

Bank Details

Netbank – Account No: 1062929985, Branch Code: 191042

I _____, position held _____

On behalf of _____ this day ____ / ____ /20__

Address _____

Accept the Quotation as specified and fully understand the Terms & Conditions.

Signature

Only send this page to – [Click here to send Terms and Conditions](#)