

EHL GAS (PTY) LTD

Terms of Service – Gas Installation & Related Services

TERMS UPON ACCEPTANCE OF QUOTATION

SAQCC LPG Registered Installer

Bloemfontein, South Africa

+27 (0)64 502 8103 | ehl@ehlgas.co.za

1. DEFINITIONS

1.1 Client means the person, company or entity contracting EHL Gas (Pty) Ltd for goods and/or services.

1.2 Contractor / EHL Gas means EHL Gas (Pty) Ltd.

1.3 Project means any agreed gas installation, repair, maintenance, inspection, or related service.

1.4 Specification means the written quotation, schedule, or scope of work describing materials, pricing, and timelines.

1.5 CoC means a Certificate of Compliance issued in accordance with SAQCC / LPGSASA requirements.

2. ACCEPTANCE OF TERMS

Acceptance of any quotation, payment of a deposit, booking of services, or permitting work to commence constitutes full acceptance of these Terms & Conditions. These Terms supersede all prior discussions or representations.

3. RELATIONSHIP OF PARTIES

Nothing in this Agreement creates a partnership, joint venture, employment, or agency relationship between the parties other than that of independent contractor and client.

4. CLIENT OBLIGATIONS & WARRANTIES

- They are the lawful owner or authorized occupier of the premises.
- The site will be safe, accessible, and ready for work.
- Required municipal or body corporate approvals are obtained.
- Client-supplied appliances are functional and available on site.
- No unauthorized modifications or tampering will occur after installation.

- All payments will be made in accordance with this Agreement.

EHL Gas is not liable for delays or costs arising from site inaccessibility, unsafe conditions, or non-compliance.

5. SCOPE OF WORK (THE PROJECT)

5.1 Work will be performed strictly according to the approved Specification.

5.2 Any additional or altered work requires written approval and may affect price and timelines.

5.3 Verbal instructions or amendments are not binding unless confirmed in writing.

5.4 Hidden defects or unforeseen site conditions may result in additional charges.

6. ACCESS, INSTALLATION RISK & PROPERTY DAMAGE

6.1 The Client grants reasonable access to perform the work.

6.2 Gas installations may require drilling, cutting, chasing walls, lifting paving, or penetrating surfaces.

6.3 Holes, drilling marks, penetrations, minor plaster, tile, paint, or structural disturbance are normal and necessary consequences of installation work.

6.4 Making good, redecorating, tiling, repainting, or cosmetic restoration is for the Client's account unless explicitly included in the quotation.

6.5 EHL Gas will exercise reasonable care but is not liable for hidden services, fragile finishes, or concealed defects.

7. WARRANTY & WORKMANSHIP

7.1 A 12-month workmanship warranty applies from completion.

7.2 Warranty covers installation defects only.

7.3 Manufacturer warranties apply to supplied equipment.

7.4 Warranty is void for non-payment, tampering, misuse, negligence, or external damage.

7.5 Defects must be reported in writing within 14 days of discovery.

7.6 EHL Gas will remedy valid claims within a reasonable period.

8. OWNERSHIP OF MATERIALS

8.1 All materials remain the property of EHL Gas until paid in full.

8.2 Risk transfers to the Client upon delivery.

8.3 EHL Gas may recover unpaid materials and the Client grants reasonable access for retrieval.

9. FEES & PAYMENT

9.1 A 70% deposit is required upon acceptance of quotation.

9.2 The balance is payable immediately upon completion.

9.3 No CoC, warranty, or handover documentation will be issued until full payment is received.

9.4 Overdue amounts accrue interest at 10% per month.

9.5 Quotes are valid for 14 days unless stated otherwise.

10. CANCELLATION & TERMINATION

10.1 Deposits may be partially or fully retained to cover materials purchased, scheduling, and administrative costs.

10.2 Cancellations within 48 hours of scheduled work may incur call-out or labour charges.

10.3 Either party may terminate with 7 days written notice.

10.4 The Client remains liable for all work completed and materials ordered at termination.

11. LIMITATION OF LIABILITY

11.1 Services are provided on an 'as is' basis.

11.2 EHL Gas shall not be liable for indirect or consequential loss, loss of profits or business, third-party appliance failures, or pre-existing defects.

11.3 Total liability is strictly limited to the total invoice value of the specific Project.

11.4 Nothing limits liability for death or personal injury caused by proven negligence.

12. INDEMNITY

The Client indemnifies and holds harmless EHL Gas, its employees, and subcontractors against all claims, losses, damages, or expenses arising from misuse of installations, unauthorized modifications, failure to maintain systems, client or third-party actions, non-compliant appliances, or post-installation interference.

13. SUBCONTRACTORS

EHL Gas may appoint qualified subcontractors but remains responsible for workmanship and compliance.

14. CONFIDENTIALITY & NON-DISPARAGEMENT

Both parties shall protect confidential information. The Client agrees to attempt dispute resolution in good faith before publishing defamatory or damaging statements.

15. PRIVACY (POPIA)

Client information will be processed in accordance with the Protection of Personal Information Act (POPIA) and used only for service delivery, compliance, and administration.

16. FORCE MAJEURE

Neither party is liable for delays caused by events beyond reasonable control including supplier shortages, weather, load shedding, strikes, or government action. Either party may terminate if delays exceed 30 days.

17. SURETYSHIP (COMPANIES)

If the Client is a company or close corporation, the signatory binds themselves as surety and co-principal debtor for all obligations.

18. GOVERNING LAW & DISPUTES

This Agreement is governed by the laws of the Republic of South Africa. Disputes will first be mediated in good faith. Jurisdiction is the Bloemfontein Magistrate's Court unless otherwise agreed.

19. GENERAL

If any clause is invalid, the remainder remains enforceable. No waiver is valid unless in writing.

20. ACCEPTANCE

Payment of the required deposit, acceptance of any quotation, or authorization for EHL Gas (Pty) Ltd to commence work shall constitute full and unconditional acceptance of these Terms and Conditions of Service.

The Client acknowledges that the complete Terms and Conditions are attached to and form part of every quotation issued by EHL Gas (Pty) Ltd, and confirms that they have read, understood, and agree to be legally bound by them.