

The Business Zone 227 CC, t/a Tygerberg, Midnorth and Table Bay. (Hereafter referred to as ChemDry.)

1. Payment Options & Terms

Chemdry accepts the following payment methods:

1.1. Cash

1.2. Electronic Funds Transfer

The customer undertakes to attend to payment of the goods/services as specified on the invoice on date of completion of the services or delivery of the goods, whichever is applicable. **Should the customer fail to attend to payment as stipulated herein, Chemdry will afford the customer 5 (five) business days within which to remedy the breach.** Should the customer fail to effect payment of the invoiced sum within the period, the business may, without derogating from any other right or remedy afforded to it by law, list the defaulting customer on a national credit bureau database.

The Customer shall be liable to pay interest at the maximum rate per annum, as prescribed by the National Credit Act ruling from time to time, on all amounts owed by the customer to Chemdry which have not been paid on the due date. Such interest shall be calculated with effect from the date of service delivery.

In the event of a dispute arising between the parties regarding the goods supplied or services rendered, the customer has no right to withhold payment for any reason whatsoever.

2. Bookings

In the event of the customer cancelling the booking less than 24 hours prior to delivery of the services, ChemDry will impose a cancellation fee calculated at 50% of the quoted fee, with a minimum of R500. ChemDry however will not furnish the customer with a refund in the event of cancellation of services.

3. Limitation of Liability

We request you remove all furniture and items of value from the area which is to be cleaned. Please note that it is not within the Chemdry employees' mandate to assist with moving any objects as there is a possible risk of loss or damage to the customer's property when doing so. When Chemdry employees must move any items, it is done at the customer's own risk.

Rugs & Carpets are cleaned at customer's own risk.

Chemdry will not be held responsible for any dye that may run on rugs / carpets as it could be due to a manufacturing fault where the rugs / carpet was not colour fast. Viscose/Art silk rugs are made from regenerated cellulose (a by product of wood and cotton pulp) and are cleaned at own risk.

PURT treatment is used at customer's own risk.

Urine is a complex mixture of ingredients which damages rugs / carpets. Undesirable results in the form of slight shrinkage, wicking, browning/yellowing and/or discolouration may occur, and there is no guarantee that any or all urine odours will be removed.

Drapery/Upholstery are cleaned at customer's own risk.

Backings, linings, and other materials used in the manufacture of drapery/upholstery may produce adverse results when cleaned. There is no way of determining when such results will occur. The fabric may have previously deteriorated due to fading, shrinkage, dry-rotting, water marking, browning or loss of tensile strength.

Tiles are cleaned at customer's own risk.

High pressure spraying machines may result in tiles not properly laid being damaged/cracked/lifting and the dislodging of grout.

Notwithstanding the above the customer indemnifies Chemdry and its employees against any claims for loss and damage, of whatsoever nature, to the property of the customer, or under control of the customer, except if the loss or damage is attributable to the gross negligence or an intentional act of a Chemdry employee. In the instance where it is found that Chemdry was grossly negligent, or it was an intentional act the liability amount will not exceed R30 000.00.

4. Collection of Goods

Goods will not be released to the consumer until full payment is received by the Chemdry and the customer will be liable for storage fees that may be incurred due to non-payment. Chemdry will have a general lien (right to keep goods) on the goods for all monies owed to the business.

When the goods are ready for collection, the customer must collect the goods within 5 (five) business days after being notified by the business. The customer will incur an additional storage fee of R50.00 per day should he fail to collect the goods within the period.

If the goods are not collected within a period of 3 months from date of notice, the supplier may follow any legal processes, including but not limited to selling the goods at a market related price, to recover fees for the authorised service, storage fees, collection fees and any other fees related to the service.

5. Breach

Should the customer breach any term and condition contained herein, or commit any act of insolvency or endeavours to compromise generally with its creditors, or allows any judgement against it to remain unsatisfied for seven days or is placed under provisional or final liquidation or judicial management or its estate is voluntarily surrendered, Chemdry shall have the right, without prejudice to any of its other rights, to give the customer notice to rectify such breach within (10) working days, and if not so rectified within such notice period elect to treat as immediately due and payable all outstanding amounts currently due and payable and institute legal action against said customer.

6. Service Address and Notices

For all purposes under this agreement including giving of any notice, the payment of any amount, the service of any process and for all other purposes arising from this agreement the customer hereby chooses the service address stipulated on the face hereof.

7. Costs

The customer shall be liable for all costs incurred by Chemdry in recovery of any amounts or the enforcement of any rights which it has hereunder, including interest, collection charges and costs on an attorney and client scale and costs of counsel as on brief incurred during the institution of legal proceedings or if judgement has been granted, in connection with the satisfaction or enforcement of such judgement. This is subject to the jurisdiction of the relevant court or tribunal where the case will be adjudicated which in its discretion will determine the amount of costs for which the customer will be held liable.

8. Jurisdiction

Any dispute arising out of or related to these Terms and Conditions or the transaction between Chemdry and the customer shall be governed by the laws of the Republic of South Africa. The customer hereby consents to the jurisdiction of the Magistrate's Court Kuils River, even if the amount in issue would otherwise exceed the jurisdiction of this court.