



# Appointment of C-BAT S.A. (Pty) Ltd Booking Agreement



Property Address: \_\_\_\_\_

Date for required inspection: \_\_\_\_\_

Time for required inspection: \_\_\_\_\_



Which inspection type do you require?

Structural

Architectural

Total Inspection



Do you require specific services?

Y

N

If you do require specific services, which area/s in and or around the building would you like us to inspect, and for what specific service? Please list below .

**Specific Services request by the Client:-**

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# **Appointment of and Booking Agreement (T's & C's)**

This AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

By and between

C-BAT S.A. (Pty) Ltd

(hereinafter referred to as "The Inspector")

And

The undersigned

(hereinafter referred to as "The Client")

Collectively referred to herein as "The Parties"

Understand and voluntarily agree as follows;

1. The inspection fee (hereinafter referred to as "The Fee") of R \_\_\_\_\_ ( \_\_\_\_\_ rand), as mutually agreed upon by the Parties, as per quotation number \_\_\_\_\_, dated \_\_\_\_/\_\_\_\_\_/20\_\_\_\_\_, covers the inspection scope of work as per the aforementioned quotation.
2. After completion of the on-site inspection, The Inspector will e-mail an invoice to The Client for the work done, as agreed upon, in this document. The report will be released prior to receipt of payment, but with the understanding that The Client remains liable at all times for the inspection fee/s due to The Inspector. Please note that the inspection report (hereinafter referred to as "Report"), takes time to compile, and a minimum period of 7 (seven) working days is required to generate the Report.
3. All rights reserved. Copyright / Proprietary Rights subsists in this Report. No part of this Report may be reproduced, stored in a retrieval system or transmitted in any form or any means, electronic or mechanical, without the prior permission in writing of the author / inspector. Any unauthorised reproduction of this Report or any part thereof will constitute a copyright / proprietary rights infringement and render the doer liable under both civil and criminal law.
4. Hard copies of the Report are available at an extra charge of R12-00 per page (colour), or as mutually agreed upon by The Parties.
5. All payments for the inspections completed by The Inspector and or his/her duly appointed representative, are due within 30 (thirty) days from date of invoice. Payments received later than 30 (thirty) days from date of invoice, may accrue an interest penalty of 15% per annum, and or as controlled or governed by the Financial Institutions in South Africa. Please note; NO CHEQUE PAYMENTS ARE ACCEPTED! Any payment placed on hold by any Bank in South Africa, besides for normal EFT clearance, will be deemed as Non-Payment.
6. If the inspection is cancelled by The Client within 24 hours, prior to the agreed time and date herein, the full price as quoted herein and agreed upon by The Parties, for the inspection, will be charged and be due by The Client. These hours are working hours, from 08h00 till 17h00 weekdays and exclude weekends and public holidays.
7. Please ensure that the arranged time and date is set, and that it's understood that The Inspector would need at least \_\_\_\_\_ hours / days (delete which is not applicable) to conduct the inspection, unless otherwise agreed upon in writing by The Parties. The Inspector reserves the right to levy full inspection fees for an interrupted or cancelled inspection once The Inspector has arrived on site, for the inspection. The only exception to this interruption or cancellation, is if The Inspector believes that due to foul weather, he and his Assistant/s lives could or would be in danger, or in the case of a medical emergency involving any of The Parties privy to this agreement.
8. The Inspector agrees to perform a full inspection of the property and or its building/s as specified and required by The Client, and to provide The Client with a written report with supporting proof, identifying the defects that The Inspector both observed and deemed material. The Inspector may offer additional comments as a courtesy, but these comments will not comprise the bargained-for Report.

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## **Appointment of and Booking Agreement (T's & C's)**

9. Unless otherwise inconsistent with this Agreement or not possible, The Inspector agrees to perform the inspection in accordance with the current Standards Of Practice of any controlling Body/Organization that The Inspector and or his representative/s belong to. Although The Inspector agrees to follow the relevant Standards Of Practice, The Client understands that these standards contain limitations, exceptions and exclusions. The Client understands that any Controlling Body referred to herein, is not a party to this Agreement and has no control over The Inspector or representations made by The Inspector and does not supervise The Inspector.
10. The Client understands that The Inspector will NOT be testing for the following; i) Radon—a colourless, odourless, radioactive gas that may be harmful to humans, ii) Test for mould or iii) Asbestos, unless specified under “Specific Services” in this Agreement.
11. The Client understands that The Inspector will test for compliance with applicable Building Codes, By-Laws, compliance of the NBR (National Building Regulations), SANS10400 and the Building Standards Act 103 of 1977 as amended only. Should The Inspector discover and or uncover any other irregularities during his/her inspection, The Inspector will inform The Client of such findings, and may make recommendations as to further inspection and evaluation of the specific.
12. The inspection and Report are for the use of The Client only. The Inspector will not discuss observations with repair persons, and or other interested parties. The Inspector and The Client shall be the sole owners of the Report and all rights to such. Any sharing of this Report should be agreed to and discussed by both Parties. In certain instances, sharing the information with an Estate Agent, Contractor or Developer, could be beneficial. Please confirm or deny consent, as aforementioned, on page 5 (five) of this Agreement.
13. The Inspector accepts no responsibility for use or misinterpretation by Third Party/s. Third Party/s who rely on this information in any way, do so at their own risk and release The Inspector (including employees, business entities related to, affiliated to or associated to) from any liability whatsoever. Any Third Party/s who rely on the Report in any way also agree to all provisions in this Agreement. The Inspector’s Report is in no way a guarantee or warranty, express or implied, regarding the future use, operability, habitability or sustainability of the property / building or components.
14. The Client and all Party/s privy to the Report, understand and accept that all information, as disclosed and or mentioned in the Report, is true and correct at the date and time of the inspection, to the best of The Inspector’s knowledge, and that variances and deviations can occur in the interim. It is therefore understood by all Parties, that The Inspector (including employees, business entities related to, affiliated to or associated to) cannot and will not be held liable in any way, form or means, for consequential variances and or deviations that occur on or in the property, after the date and time of the inspection.
15. All warranties, express or implied, including warranties of merchantability and fitness for a particular purpose, are expressly excluded to the fullest extent allowed by Law. If any structure or portion of any structure that is to be inspected is a Log Home, Log Structure or includes similar Log Construction, The Client understands that such structure/s have unique characteristics that make it impossible for an inspector to inspect and evaluate them by an exterior visual inspection only. Therefore, the scope of the inspection to be performed pursuant to this Agreement does not include decay of the interior of logs in log walls, log foundations or roof’s or similar defects.
16. The Inspector assumes no liability for the cost of repair or replacement of unreported defects or deficiencies either current or arising in the future. The Client acknowledges that the liability of The Inspector, its agents and or employees, for claims for damages, costs of defence or suit, attorney fees and expenses arising out of or related to The Inspector’s negligence or breach of any obligation under this Agreement, including errors and omissions in the inspection or the Report, shall be limited to liquidated damages in an amount equal to the fee paid to The Inspector, and that this liability shall be exclusive. The Client waives any claim for consequential, exemplary, special or incidental damages or for the loss of the use of the property / building/s even if The Client has been advised of the possibility of such damage/s. The Parties acknowledge that the liquidated damages are not intended as a penalty but are intended; (i) to reflect the fact that actual damages may be difficult and impractical to ascertain; (ii) to allocate risk among The Inspector and The Client; and (iii) to enable The Inspector to perform the inspection at the stated fee.

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## **Appointment of and Booking Agreement (T's & C's)**

17. The Inspector performs a property inspection as per the Standards of Practice, as laid down by the relevant and applicable Controlling Body/s that The Inspector and his/her staff belong to, and will not offer and or issue a Certificate of Compliance (C.O.C.) for components and systems such as electrical, plumbing, gas, solar heating, solar power etc. Any specialized trade or construction method, can only be signed off by the relevant qualified and registered Person/Body/Organization. The Inspector, may at his discretion, refer The Client to a relevant Professional Person/Body/Organization for evaluation and issuing of the required Certificate of Compliance as required and deemed necessary by Law, with the understanding that The Inspector does this as an added value service, and that The Inspector takes no liability of any sort, for this referral.
18. In the event of a claim against The Inspector, The Client agrees to supply The Inspector with the following; (i) written notification of adverse conditions found, within 14 (fourteen) days of discovery; and (ii) access to the premises to ascertain such adverse conditions found and discovered. Failure to comply with the aforementioned conditions, will release The Inspector and its agents from all obligations or liability of any kind.
19. The Parties agree that any litigation arising out of this Agreement shall be filed only in the Court having jurisdiction in the Municipal District in which The Inspector has its principal place of business. If The Client fails to prove any claims against The Inspector in a Court of Law, The Client agrees to pay all legal costs, expenses and fees of The Inspector in defending said claim/s. The Client further understands that any legal action against any Controlling Body that The Inspector and or its staff belong to, itself allegedly arising out of this Agreement or The Inspector's relationship with any Controlling Body, must be brought only in the District Court of Johannesburg, South Africa. No such action may be filed unless the plaintiff has first informed any Controlling Body/s, with 30 (thirty) days' written notice, of the nature of the claim.
20. If any Court declares any provision of this Agreement invalid, the remaining provisions will remain in effect. This Agreement represents the entire agreement between The Parties. All prior communications are merged into this Agreement, and there are no terms or conditions other than those set forth herein. No statement or promise of The Inspector or its agents shall be binding unless reduced to writing and signed by The Inspector. No change shall be enforceable against any party unless it is written and signed by The Parties. This Agreement shall be binding upon and enforceable by The Parties and their heirs, executors, administrators, successors and assignees. The Client shall have no cause of action against The Inspector after 1 (one) year from the date of the inspection.
21. Payment of the fee/s to The Inspector (less any deposit noted herewith or herein) is due within 30 days from date of invoice, or as mutually agreed upon in writing and signed by all The Parties. The Client agrees to pay all legal and time expenses incurred in collecting due payments, including Attorney's fees, if any. If The Client is a Corporation, (Pty) Ltd, or any similar entity, the person signing this Agreement on behalf of such entity, does personally guarantee payment of the fee/s by the entity.
22. If The Client requests a re-inspection, the re-inspection is also subject to all terms and conditions set forth in this Agreement.
23. This Agreement is not transferable or assignable.
24. Should any provision of this Agreement require judicial interpretation, the Court shall not apply a presumption that the term shall be more strictly construed against one party or the other, by reason of the rule of construction that a document is to be construed more strictly against the party who prepared it.
25. Errors and Omissions accepted

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## Booking Agreement—Acknowledgement and Undertaking

Inspection required at \_\_\_\_\_ H \_\_\_\_\_ on the \_\_\_\_\_ 2022 at (address) \_\_\_\_\_

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I / We \_\_\_\_\_, Owner / Representative / Proxy (delete which is not applicable), declare that I/We have read through this document and Agreement, and that I/We agree to and understand the contents of this document and Agreement and the related information presented to me/us, by The Inspector.

Further to the aforementioned;

I / We **do not** grant permission to The Inspector to share any findings in this report with anyone.

I / We **do grant** permission to The Inspector to share any findings in this report with —

\_\_\_\_\_ (please complete)

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Signature of (Owner / Representative / Proxy)

(in agreement with aforementioned)

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Full Name/s (that need to appear on the Report )

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Contactable Number

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E-Mail address (for sending Report to)

## Inspection Preparation and POPIA, Act 4 of 2013

For a Property Inspection to occur, irrespective of the type of inspection, The Inspector needs to enter the physical property boundary/s as well as the building structure/s as deemed necessary and required.

Due to the nature and type of work we do, we would access personal areas within the building/s and property we inspect, so as to investigate for faults, defects, etc and their presence, at the date and time of the inspection.

The POPI Act (POPIA) came into effect on 1 July 2021, and clearly states what is deemed as “protection of privacy”.

Due to the nature of our business, we are required to obtain certain personal information from and about our client and the property being inspected.

It is noted that at all times our Client/Seller/Owner/ Landlord/ Tenant, have the right to refuse us access to specific and or restricted areas, as well as personal information. Our report will note such requests/ requirements, and a general or specific comment will be made about the restrictions.

We take photo/s of personal as well as public spaces and areas, so as to substantiate and support our claims and findings.

We **do not** take photos of personal belongings.

We do not move any personal belongings, or clear storage area/s during our inspection/s.

As this is potentially deemed as “invasion of privacy”, we wish to clearly state that C-BAT S.A. (Pty) Ltd, will at all times comply with POPIA.

All information obtained, gained and recorded in any format, will be stored in an approved Cloud Based environment, and all PC’s, Laptop’s and other devices used by The Inspector and his/her staff will be controlled using Managed Firewalls, strong Antivirus software, and VPN’s to disguise their location/s.

No personal information gained, obtained of any nature and or type will be disclosed to any Third Party.

C-BAT S.A. (Pty) Ltd has an Information Officer within the Company, to oversee that all POPIA requirements are met at all times .

## Inspection Preparation by Property Occupant

1. Ensure that all utilities (electrical, gas, plumbing etc) are turned on. Utilities are tested and checked during the inspection.
2. Ensure access to electrical panel/s (DB), attic space, crawl space, garage area and all interior and exterior rooms is void of any obstruction/s.
3. Please ensure pets are secured in a safe space/ area during our inspection/s. We do not take any liability or responsibility for pets escaping the property during our inspection/s.
4. Ensure that all access remotes (remote controls) for doors and gates are available for The Inspector.
5. The Inspector requires information regarding the locality of water shut-off valves, electrical meters and utility areas.
6. Ensure access to all storage areas, as well as internal and external areas. Clutter/obstruction limits the inspection process.
7. We do not move any storage items, furniture, personal belongings and or vegetation.
8. Ensure that all doors and gates are unlocked, and or keys are available for access to locked areas.
9. Access to all areas, be it “right of use”, common property and or private property is required, to execute an accurate inspection, as required by The Client.

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## Inspection Preparation and POPIA, Act 4 of 2013

A property inspection entails a detailed, non-invasive view of the interior and exterior of the property as a whole. To assist The Inspector in conducting a productive inspection at the date and time, we request that the area/s that are to be inspected, be free and clear of clutter and access be granted, where restrictions have not been imposed.

The Inspector would require \_\_\_\_\_ hours/days (delete which is not applicable) to conduct a property inspection. This is relevant and dependant on many factors, e.g. size of property, size of building/s etc. The larger the property to be inspected, the longer the duration of the inspection.

Please note that additional staff may accompany The Inspector, to assist him/her during the inspection.

## Consents and Permissions

I /We \_\_\_\_\_, Owner / Representative / Proxy / Tenant / Landlord (delete which is not applicable), declare that I/We have read through this section of the document with reference to Inspection Preparation and the POPI Act 4 of 2013, and that I/We agree to, and understand the contents of this section of the document, and the related information presented to me/us, by The Inspector.

Further to the aforementioned, I/We \_\_\_\_\_ agree to the following declaration by Me/Us;

**Do give** permission and consent to The Inspector to take photos of the property, as required for the inspection report, as mentioned in paragraph 8 on page 12 of this document

**Do Not give** permission and consent to The Inspector to take photos of the property, as required for the inspection report, as mentioned in paragraph 8 on page 12 of this document.

**RESTRICTED AREAS**— The following area/s on or in my property are restricted to any access.

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\_\_\_\_\_  
Signature of (Owner / Representative / Proxy / Tenant / Landlord)

(in agreement with aforementioned)

\_\_\_\_\_  
Full Name/s

\_\_\_\_\_  
Contactable Number