

<i>C BAT SA</i>	Issue No: 01	Issue Date: 21 Dec 2022	BA-001
Booking Agreement			

Property Address: _____

Date for required inspection: _____

Time for required inspection: _____



Which inspection type do you require?

 EPC

 Remedial

 Both


Do you require additional specific services?

 Y

 N

If you 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:-

This AGREEMENT made this _____ day of _____ 20_____

By and between

C-BAT S.A. (Pty) Ltd

(hereinafter referred to as "The IB")

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 accepted quotation number _____, dated ____/_____/20_____, covers the inspection scope of work as per the aforementioned quotation.
2. After completion of the on-site inspection, the IB 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 IB. 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. The IB will submit the Report, detailing all gathered data, to the South African National Energy Development Institute (hereinafter referred to as "SANEDI"). SANEDI will then issue a unique Energy Performance Certificate (hereinafter referred to as "EPC") number to the IB. The IB will submit this certificate with the unique EPC number to the Client. The Client is then to submit an electronic copy of the EPC to SANEDI.
4. 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 / IB. 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.
5. 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.
6. All payments for the inspections completed by The IB 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 19% per annum, and or as controlled or governed my 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.
7. 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.
8. Please ensure that the arranged time and date is set, and that it's understood that The IB would need a minimum of 16 hours to conduct the inspection, unless otherwise agreed upon in writing by The Parties. The IB reserves the right to levy full inspection fees for an interrupted or cancelled inspection once The IB has arrived on site, for the inspection. The only exception to this interruption or cancellation, is if The IB 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.

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9. The IB agrees to perform a full inspection of the property, building/s, components and systems, as specified, required, and set out in SANS1544, and the Energy Act, Act 34 of 2008 as amended, and to provide The Client with a written report with supporting proof/evidence as gained from the Client as well as the visual inspection executed. The IB may offer additional comments as a courtesy, but these comments will not comprise the bargained-for Report.
10. Unless otherwise inconsistent with this Agreement or not possible, The IB agrees to perform the inspection in accordance with the current Standards Of Practice of any controlling Body/Organization that The IB and or his representative/s belong to. Although The IB 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 IB or representations made by The IB and does not supervise The IB.
11. The Client understands that The IB will NOT be testing/inspecting for the following; i) Radon—a colourless, odourless, radioactive gas that may be harmful to humans, ii) Test for mould and damp or iii) Test for Asbestos or, (iii) Inspect for structural defects and deformities or, (iv) Test for system and component defects and deformities, unless specified under “Specific Services” in this Agreement. These “Specific Services” will not form part of this inspection and its Report, and will be done as a separate and independent inspection, and charged at the agreed upon fees and rates.
12. The Client understands that The IB will test and inspect for energy consumption and usage only, as set out and required under SANS1544 and the Energy Act, Act 34 of 2008 as amended. Should The IB discover and or uncover any irregularities during his/her inspection, The IB will inform The Client of such finding/s, and may make recommendations as to further inspection and evaluation of the specific.
13. The inspection and Report are for the use of The Client only. The IB will not discuss observations with repair persons, and or other interested parties. The IB 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 a Contractor, Developer or Third Party person, could be beneficial. Please confirm or deny consent, as aforementioned, on page 5 (five) of this Agreement.
14. The IB 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 IB (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 IB'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.
15. 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 IB's knowledge, and that variances and deviations can occur in the interim. It is therefore understood by all Parties, that The IB (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.
16. All warranties, express or implied, including warranties of merchantability and fitness for a particular purpose or usage, are expressly excluded to the fullest extent allowed by Law. If any component or system or portion of any component or system that is to be inspected is a Solar, Solar Panel (PV), Solar energy generating and or heating system, and its relevant components and accessories, The Client understands that such components or systems have unique characteristics that make it impossible for the IB to inspect and evaluate. Therefore, the scope of the inspection to be performed pursuant to this Agreement does not include decay, malfunction, poor performance, incorrect installation and workmanship, or similar defects of these components or systems.
17. The IB assumes no liability for the cost of repair or replacement of components or systems that have defects or deficiencies either current or arising in the future. The Client acknowledges that the liability of The IB, 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 IB's negligence or breach of any obligation under this Agreement, including errors and omissions in the inspection or the Report, shall be limited to(cont.)

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17. shall be limited to liquidated damages in an amount equal to the fee paid to The IB, 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 energy source/s, even if The Client has been advised of the possibility of such damages and or loss. The Parties acknowledge that the liquidated damages are not intended as a penalty but are intended; (i) to reflect the fact that actual damages / loss may be difficult and impractical to ascertain; (ii) to allocate risk among The IB and The Client; and (iii) to enable The IB to perform the inspection of the damages and or losses, at the stated fee.
18. The IB performs an energy performance inspection as per the Standards of Practice, as laid down by the relevant and applicable Controlling Body/s that The IB and his/her staff belong to, and will not offer and or issue a Certificate of Compliance (COC.) 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 IB, may at his / her 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 IB does this as an added value service, and that The IB takes no liability of any sort, for this referral.
19. In the event of a claim against The IB, The Client agrees to supply The IB with the following; (i) written notification of adverse / negative conditions found, within 14 (fourteen) days of discovery; and (ii) access to the premises to ascertain such adverse / negative conditions found and discovered. Failure to comply with the aforementioned conditions, will release The IB and its agents from all obligations or liability of any kind.
20. 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 IB has its principal place of business. If The Client fails to prove any claims against The IB in a Court of Law, The Client agrees to pay all legal costs, expenses and fees of The IB in defending said claim/s. The Client further understands that any legal action against any Controlling Body that The IB and or its staff belong to, itself allegedly arising out of this Agreement or The IB'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.
21. 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 IB or its agents shall be binding unless reduced to writing and signed by The IB. 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 IB after 1 (one) year from the date of the inspection.
22. Payment of the fee/s to The IB (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.
23. If The Client requests a re-inspection, the re-inspection is also subject to all terms and conditions set forth in this Agreement.
24. This Agreement is not transferable or assignable.
25. 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.
26. Errors and Omissions accepted.

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Inspection required at _____ H _____ on the _____ 20____ at (address) _____

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 IB.

Further to the aforementioned;

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

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

_____ (please complete)

Signature of (Owner / Representative / Proxy)

(in agreement with aforementioned)

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

Contactable Number

E-Mail address (for sending Report to)

For a Property Inspection to occur, irrespective of the type of inspection, The IB needs to enter the property and 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 and garner information relevant to the Energy source/s and Energy consumption usages in the building/, 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 IB 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 .

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 that all relevant staff and security are informed of our presence and purpose. We do not take any liability or responsibility for the relevant person/s not being informed of our presence
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 electrical meters, electrical substations, PV systems 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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An Energy Performance inspection entails a detailed, non-invasive view of the interior and exterior of the property as a whole. To assist The IB 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 IB would require a minimum of 16 hours to conduct a property / energy performance 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 IB, to assist him / her during the inspection.

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 as amended, 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 IB.

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

- Do give** permission and consent to The IB to take photos of the property, as required for the inspection report, as mentioned in this Agreement.
- Do Not give** permission and consent to The IB to take photos of the property, as required for the inspection report, as mentioned in this Agreement

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

 Signature of (Owner / Representative / Proxy / Tenant / Landlord)
 (in agreement with aforementioned)

 Full Name/s

 Contactable Number