

Plasticourt Surface Solutions (Pty) Ltd

Standard Terms & Conditions of Contract
(Applicable to All Construction, Resurfacing, and Repair Works)
Jurisdiction: Gauteng, South Africa
Effective: 2025 Edition — E&OE



1 Purpose & Intent

This agreement establishes the binding terms between Plasticourt Surface Solutions (Pty) Ltd (“the Contractor”) and the Client for the supply and installation of sports surface systems, including new builds, resurfacing, and related civil works. Its intent is to ensure transparency, accountability, and mutual protection throughout the project life cycle.

2 Scope of Work

- 2.1 The Contractor shall execute works as per the approved quotation, bill of quantities (BOQ), drawings, and project scope.
- 2.2 The Client acknowledges that only items specifically listed in the quotation or BOQ form part of the contract. (Annexure A)
- 2.3 Any variation, addition, or deviation must be approved in writing by both parties prior to execution.

3 Project Timeline

- 3.1 Project commencement shall occur once deposit and commencement payments have cleared, and site readiness has been confirmed by the Contractor.
- 3.2 Time frames are indicative and subject to environmental conditions, material availability, and site access.
- 3.3 The Contractor reserves the right to adjust time lines in response to Force Majeure events (see Clause 11).
- 3.4 Agree upon timeline. (Annexure B)
- 3.5 Daily updates via WhatsApp with a progress report of the court, to keep clients fully apprised of the status.

4 Payment Terms

- 4.1 The contract value is payable as follows:
 - 20% deposit upon acceptance of quotation.
 - 60% payment upon site commencement and material delivery.
 - 20% final payment upon completion and handover.
- 4.2 All prices are VAT inclusive unless otherwise stated.
- 4.3 Payment is due within 7 days of invoice issue. Late payments incur interest at Prime + 2% per month.
- 4.4 No retention is held unless otherwise agreed in writing.
- 4.5 Payments dates & milestone outlined in Annexure C

5 Cancellation & Termination

- 5.1 Should the Client cancel after deposit payment, all material procurement, labour allocation, and administrative costs will be deducted from the deposit (minimum 25% of contract value).
- 5.2 If the Client cancels after commencement, the Contractor reserves the right to claim for work completed, materials on-site, and reasonable demobilisation costs.
- 5.3 The Contractor may suspend or terminate work for non-payment or breach of agreement by the Client.

6 Site Preparation & Client Responsibilities

- 6.1 The Client must provide:
 - 6.1.1 Uninterrupted access, security for materials, and utilities as required.
- 6.2 Delays caused by site inaccessibility, unsafe conditions, or third-party interference will trigger standby charges.
- 6.3 The Contractor accepts no liability for structural defects in the existing base not visible or detectable before work begins.

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7 Quality Assurance, Workmanship & Warranty

- 7.1 All work shall comply with Plasticourt's proprietary CourtGuard™ multi-layer surfacing system specifications.
- 7.2 The Contractor guarantees workmanship and material quality for five (5) years from completion against colour fading, delamination, line fading, and surface adhesion failure.
- 7.3 Warranty is valid only under normal intended use and adherence to the Maintenance of CourtGuard All-Weather Courts schedule (Annexure D).
- 7.4 For full court construction, this warranty extends to base integrity and slope when built by Plasticourt or its authorised subcontractors.
- 7.5 Exclusions include structural cracks (if not rebuilt by Plasticourt 7.4), ponding, malicious damage, neglect, vegetation growth, bird droppings, incorrect footwear, chemical damage, or alterations post-handover.
- 7.6 Repairs under warranty shall not extend or reset the original five-year term.

8 Safety, Compliance & Insurance

- 8.1 The Contractor is fully compliant with Occupational Health & Safety (OHS) and Workman's Compensation (WCA) regulations.
- 8.2 All personnel are trained, insured, and identifiable.
- 8.3 The Client assumes responsibility for third-party contractors operating on site.
- 8.4 Insurance responsibility for materials transfers to the Client upon delivery.
- 8.5

9 Variations & Additional Work

- 9.1 Any work not included in the signed quotation constitutes a variation order and must be approved in writing.
- 9.2 The Contractor reserves the right to charge for additional work due to unforeseen site conditions, design changes, or client delays.

10 Indemnity & Use of Surface

- 10.1 Upon completion and handover, the Client assumes responsibility for proper use and maintenance.
- 10.2 The Contractor is not liable for injuries or damages resulting from misuse or non-compliance.
- 10.3 Liability is shared where joint negligence or unclear causation exists.

11 Force Majeure

- 11.1 The Contractor is not liable for delays caused by Force Majeure events including weather, load shedding, supply chain issues, or unrest.
- 11.2 Time lines will be extended for the duration of such delays.

12 Dispute Resolution

- 12.1 All disputes shall undergo a mandatory mediation process within seven (7) working days of written notice.
- 12.2 If mediation fails, legal proceedings may be initiated in Gauteng.
- 12.3 The prevailing party is entitled to recover legal and collection costs.

13 Ownership & Risk

- 13.1 All materials remain the property of the Contractor until full payment is received.
- 13.2 The Contractor may suspend or remove installed materials in cases of non-payment.
- 13.3 Title and risk transfer to the Client upon completion and written handover.

14 Entire Agreement

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- 14.1 This document, together with attached schedules, constitutes the entire agreement between the parties.
- 14.2 Verbal or informal agreements not included herein are void.
- 14.3 Amendments must be in writing and signed by both parties.

15 Acceptance

Client Signature: _____ Date: _____

Company
Authorised Representative: _____ Date: _____

Witness: _____ Date: _____

Annexure A – Quote / BOQ

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Annexure B – **Project Plan**

Annexure C - **Agreed upon payment terms**

Annexure D - **Maintenance of CourtGuard All-Weather Courts**

Plain-Language Summary

In Simple Terms:

- We build and resurface courts to our CourtGuard™ system.
- You pay 20% to book, 60% to start, 20% on completion.
- Both resurfacing and full builds carry a 5-year warranty.
- Warranty covers colour, adhesion, and workmanship under normal use.
- Weather or load shedding pauses the clock.

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- Maintain your court per the care schedule to keep warranty valid.
- Mediation first, legal action last.
- Once signed off, the court is yours to enjoy and maintain.