



**DEFINITIVE SOLUTIONS
PARTNER (PTY) LTD**

**TERMS AND CONDITIONS OF
SERVICES**

Welcome to DSP! These Terms of Service ("Terms") govern your use of our website and the cleaning, facilities management, and laundry services ("Services") we offer. By accessing or using our website or Services, you agree to be bound by these Terms.

Purpose: To outline the contractual obligations and rights of both the company and the client.

Scope: Applies to all service agreements.

Key Elements:

Scope of Services and Exclusions

- Clearly define tasks included in the agreement.
- Note exclusions and optional/add-on services.

Service Start Date and Duration

- Include commencement date, duration, and renewal terms.

Payment Terms and Invoicing

- Payment frequency (monthly or once-off).
- Late payment penalties and accepted payment methods.

Termination and Cancellation

- Notice periods for termination by either party.
- Early cancellation fees.

Liability and Indemnity

- Limitations of liability in cases of damage or loss.
- Indemnity clauses for third-party claims.

Client Responsibilities

- Provide a safe, accessible work environment.
- Ensure water, power, and access to premises.

Force Majeure Clause

- Protection against non-performance due to events beyond control (e.g., natural disasters, strikes).

These Terms and Conditions ("Terms") govern the provision of services by Definitive Solutions Partner (Pty) Ltd, Registration Number: 2016/452388/07 ("the Service Provider," "we," "us," or "our") to the client ("the Client" or "you"). By accepting our quotation or engaging our Services, you agree to be bound by these Terms.

Quotation and Acceptance

1.1. All quotations provided by Definitive Solutions Partner are valid for a period of 14 calendar days from the date of issue, unless otherwise stated.

1.2. A quotation is an estimate based on the information provided by the Client. The final price may vary if, upon commencement or during the provision of Services, the actual conditions or scope of work differ significantly from the information initially provided.

1.3. Acceptance of the quotation, either in writing (email or signed document) or by permitting the commencement of Services, constitutes a binding agreement between the Client and Definitive Solutions Partner, subject to these Terms.

1.4. Any variations to the agreed scope of work or these Terms must be agreed upon in writing by both parties.

Scope of Services

2.1. The specific Services to be provided will be detailed in the attached quotation or Service Agreement.

2.2. **Cleaning Services:** Will specify the type of cleaning (e.g., deep clean, routine, post-construction, pre-event, post-event), areas to be cleaned, and frequency.

2.3. **Laundry Services:** Will specify items to be laundered, frequency of collection/delivery, and any specific washing instructions agreed upon.

2.4. **Facilities Management Services (FMS):** Will specify the nature of FMS (e.g., maintenance, security, gardening, ad-hoc repairs) and the facilities covered.

2.5. **Integrated Facilities Management Services (IFMS):** Will detail the comprehensive range of services, including coordination and management of multiple facilities functions, as per the agreed Service Level Agreement (SLA).

2.6. Unless expressly stated in the quotation, the Services do not include (but are not limited to) hazardous waste removal, structural repairs, specialist pest control, or services requiring certified tradesmen beyond the scope of general facilities maintenance.

Client Obligations

3.1. The Client shall ensure that

DSP's personnel have safe and unobstructed access to the premises/items requiring Services at the agreed times. Delays or inability to access premises/items may result in additional charges.

3.2. The Client shall ensure the availability of necessary utilities (e.g., water, electricity) required for the provision of Services. Failure to provide these may result in delays or additional charges.

3.3. The Client must remove and secure all valuable, fragile, or sentimental items from the areas to be serviced, unless otherwise explicitly agreed upon. Definitive Solutions Partner shall not be liable for loss or damage to items not secured as per this clause.

3.4. The Client shall provide accurate information regarding the property, its contents, and any specific requirements or hazards.

Pricing and Payment

4.1. All prices quoted are in South African Rand (ZAR) and are **exclusive of Value Added Tax (VAT)**, unless otherwise stated. VAT will be added at the prevailing rate.

4.2. **Payment Terms:** *For Ad-hoc Services (Cleaning, Laundry, Post-Construction Clean, Event-Specific Clean): Full payment is due upon completion of the Service. * For Residential Recurring Services (weekly/bi-weekly/monthly cleaning, and monthly laundry contracts): Services are invoiced monthly in advance on the **25th** of the preceding month, with payment strictly due on the **1st day of the service month**. * For Commercial Recurring Services (Monthly Contract Cleaning, Facilities Management, Integrated Facilities Management): Services are invoiced monthly in arrears on the last day of the month or 1st day of the following month, with payment strictly due **Net 30 days from the invoice date**. * For All Services: A **55%** upfront deposit is strictly required before commencement, with the balance due upon completion/invoice.

4.3. Payment methods accepted: EFT, bank deposit, credit via specific payment gateway, or debit order. Details will be provided on the invoice.

4.4. **Late Payments:** Definitive Solutions Partner reserves the right to charge interest on overdue amounts at a rate of 3.5% per month or the maximum permissible by law, whichever is lower, calculated from the due date until full payment is received.

4.5. Definitive Solutions Partner reserves the right to suspend Services if payment terms are not adhered to.

4.6. Any changes to payment terms will be communicated in advance.

4.7. Disputes regarding payments should be addressed promptly through:
accounts@dsnpc.co.za

Cancellations and Rescheduling

5.1. The Client must provide a minimum of 48 hours' notice for cancellation or rescheduling of ad-hoc Cleaning or Laundry Services.

5.2. Failure to provide adequate notice may result in a cancellation fee equivalent to 55% of the quoted service fee.

5.3. For contract-based Services (FMS, IFMS), cancellation terms will be specified in the separate Service Level Agreement (SLA) or contract document.

Liability and Indemnity

6.1 Definitive Solutions Partner shall exercise all reasonable care and skill in the provision of the Services.

6.2. Definitive Solutions Partner shall not be liable for any damage or loss arising from pre-existing conditions of the premises, items, or laundry (e.g., pre-existing stains, wear and tear, faulty installations, unsealed surfaces, colour run in laundry due to non-fast colours, shrinkage of items not suitable for standard washing).

6.3. Definitive Solutions Partner liability for any direct loss or damage caused by its negligence or that of its employees shall be limited to the cost of rectifying the damage or the value of the damaged item.

6.4. Definitive Solutions Partner shall not be liable for any indirect, consequential, or economic loss or damage, including but not limited to loss of profit, loss of business, or interruption of business.

6.5. Residential Client - Pet Clause: * 6.5.1. The Client acknowledges and agrees that for the safety of our personnel and the well-being of their pets, all dogs, cats, or other animals must be securely contained (e.g., locked in a separate room, crated, or kept off-site) during the entire duration that the Service Provider's personnel are on the premises. This is crucial as cleaning operations may involve unfamiliar sounds, movements, or the use of chemicals that could distress or provoke animals. * 6.5.2. The Client hereby indemnifies and holds harmless Dirt Shakers, its employees, agents, and subcontractors from any and all claims, demands, liabilities, costs, and expenses (including legal fees) arising from any injury, bite, or damage caused by the Client's pets to Dirt Shaker's personnel or property, or to third parties, where the Client has failed to adequately secure their pets as per clause 6.5.1. * 6.5.3. If pets are not securely contained upon arrival, **DSP reserves the right to refuse or discontinue Services. In such an event, a cancellation fee (as per Clause 5.2) may be charged. * 6.5.4. While our personnel exercise caution, Definitive Solutions Partner accepts no liability for any harm or adverse reaction (e.g., stress, allergic reaction) experienced by pets due to the normal course of cleaning operations, provided clause 6.5.1 has been adhered to by the Client.**

Quality Guarantee and Complaints

7.1. Definitive Solutions Partner aims to provide high-quality services. If the Client is not reasonably satisfied with the Services, they must notify the Service Provider in writing within 12 hours of the completion of the Services, detailing the specific issues.

7.2. Definitive Solutions Partner will investigate the complaint promptly and, if deemed justified, will re-perform the unsatisfactory part of the Service at no additional cost within a reasonable timeframe. No refunds will be issued if a re-service is offered.

7.3. Complaints received after the specified timeframe may not be addressed.

Confidentiality

8.1. DSP acknowledges that during the course of providing Services, its employees may have access to confidential information of the Client. DSP undertakes to keep all such information strictly confidential and not to disclose it to any third party, except as required by law.

Force Majeure

9.1. Neither party shall be liable for any failure or delay in performing its obligations under these Terms where such failure or delay is caused by circumstances beyond its reasonable control, including but not limited to acts of God, war, civil unrest, natural disasters, strikes, or governmental actions.

Termination

10.1. **For Ad-hoc Services:** Either party may terminate the agreement prior to commencement as per Clause 5.

10.2. **For Contract Services (Cleaning, FMS, IFMS):** Termination clauses, including notice periods and any penalties, will be detailed in the specific Service Level Agreement (SLA) or contract document. Generally, a minimum of 30 days' written notice is required.

Governing Law and Jurisdiction

11.1. These Terms and the agreement between the Client and Definitive Solutions Partner shall be governed by and construed in accordance with the laws of the Republic of South Africa.

11.2. Any dispute arising out of or in connection with these Terms shall be subject to the exclusive jurisdiction of the South African courts.

Entire Agreement

12.1. These Terms, together with the accepted quotation and any separate Service Level Agreement (for contract services), constitute the entire agreement between the parties and supersede all prior discussions, negotiations, and agreements, whether written or oral.

