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## Everything I need to know about having a Wall installed at my House or Business

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*Below is an article taken from Readers Digest that explains the rights of property owners with specific reference to boundary walls.*

### **Boundaries, Walls and Fences - Where your property rights end**

Source: Reader's Digest You and Your Rights

"As a landowner, you are entitled to enjoy, use, consume, convert, alter, destroy or sell your property and what the land produces in any way you please within the limits of state and local authority regulations, provided you do not interfere with the legal rights of others, including your neighbours' rights to the same enjoyment of their property.

The boundaries between your properties mark where your rights end and your neighbours' begin. Knowledge of each other's rights and obligations is the first step in establishing a good relationship with your neighbours and enjoying your rights to the full.

### **Determining the boundary**

Boundaries between properties are recorded in official town planning diagrams kept by the local authority in control of the area. In the event of a dispute over the dividing line between two properties, the first step is to check the official property plans (diagrams). Refer to the title deeds of your property and your neighbour's to ascertain the plan numbers and with which deeds the plans are filed.

If you and your neighbour are unable to come to an agreement, even with the aid of the diagrams, or if you cannot find the property boundary pegs, you should ask a registered land surveyor to re-determine the boundary.

### **Encroachment**

In the absence of a servitude, an owner may build only on his or her own ground.

A builder who departs from the plans when building on your property might be guilty of encroachment - the building of part of your house on the property of a neighbour. The neighbour could demand demolition of the encroaching portion or the payment of compensation for the use of part of his or her land. A court might rule that demolition would be unreasonable (for example, because the cost of removing the structure exceeds the benefit to your neighbour of removing it) and direct you to take transfer of that part of your neighbour's property on which the building has encroached. As a property owner on whose property a neighbour has encroached, your right to insist on removal may, however, be lost if you do not demand removal within one year and one day of becoming aware of the encroachment. Alternatively, the court may, in its discretion, simply award compensation to you for the encroachment.

The court will then take into account the value of the land encroached upon and the legal costs of transferring that portion of the land should the court order your neighbour to take transfer. You may even be awarded an extra amount for invasion of privacy and for the inconvenience and annoyance of having to surrender a section of property unwillingly.

A further legal remedy available to a person whose land has been encroached upon is to eject the encroaching neighbour and to retain the structure erected on the land against payment of compensation. This remedy may, however, be invoked only if the encroaching structure is independent of any structure on the land of the neighbour who built it, or can easily be separated from any such structure.

### **Boundary (party) walls or fences**

In the absence of proof that a boundary wall, fence or hedge is entirely on one of two adjoining properties, it is presumed to be half on one property and half on the other. Some legal authorities state that each part is separately owned by the owner of the property on which it stands, but that there are reciprocal servitudes of support. Other authorities state that the wall is owned jointly by the owners of the adjoining properties. The law relating to such encroaching boundary walls reflects the influence of both theories. An owner, who transfers his or her property, automatically transfers the joint ownership. Neither owner may, without the consent of the other remove, raise or lower the boundary wall or tamper with it in any way except in an emergency, although in terms of common law a neighbour is allowed to break down a wooden fence and replace it at own cost with a more expensive partition.

Either owner may re-erect a boundary wall destroyed by an act of God, such as fire or flood; the other owner would have to contribute half the cost - if he or she will derive any benefit from it. Each owner is obliged to contribute to the maintenance and repair of the wall, although an owner can refuse to contribute to the cost of an unreasonably expensive new wall. Moreover, an owner is under no obligation to replace with a similar structure a boundary wall that was unreasonably expensive when it was originally erected.

It is best to come to an agreement with your neighbour on the amount to be spent on the wall. Although both of you would be entitled to reasonable use of the boundary wall, fence or hedge, this right does not include reducing its strength or making it unstable. It does, however, include improving and altering the appearance of the side that fronts your property. Subject to local-authority regulations, you may use your side of the boundary wall as support for a beam or for water pipes. If it is strong enough, you may even build on it.

### **The Fencing Act, 1963**

This regulates the duties of landowners with regard to boundary fences in agricultural areas. The Act divides the country into proclaimed areas in which contributions to the cost of boundary fences are either obligatory or non-obligatory. If you are not sure in which type of area you live, ask your local authority.

If you farm in an obligatory area and wish to erect a boundary fence, you have a right to demand a contribution towards the costs from landowners whose properties border the land you wish to fence in. You must send your neighbours written notice of your intention to erect a fence, stating the type and purpose of the fence, the estimated cost of erecting it and the contribution required, based on the value or benefit of the fence to them. If none of them object within one month, you may erect the fence and claim a contribution from all to whom you gave the notice. (When a neighbouring owner cannot be traced or is absent from South Africa, you can hand the notice to his or her authorised representative; alternatively, you can publish it in the government gazette and, three times, in a local newspaper. Your neighbour will then have three months in which to object.

Should your neighbour object, by expressing the wish, perhaps, to erect a different type of fence, the dispute, in the absence of agreement between neighbouring owners, will then have to be settled by a board of three people specially constituted for that purpose. Each disputing party may appoint one member to the board, and the two members so appointed nominate a third person to decide the dispute. If one of the neighbours fails to appoint a member or if the two members appointed by them fail to appoint a third member, the chief magistrate of the district in which the land in question is situated may appoint a member. The third member acts as chairperson of the board and the decision of the majority constitutes the decision of the board, which may be enforced as if it were a judgment of the magistrate's court of the area. Alternatively, if both neighbours agree, a board consisting of only one member may decide the dispute between them.

If a landowner in an obligatory area wishes to jackal-proof an existing fence but the neighbour does not agree to do so, the landowner who wants the jackal-proof fence will have to carry the full cost, unless the Minister of Agriculture has declared the area to be obligatory in respect of the construction of jackal-proof fences.

In non-obligatory areas, a contribution can only be asked from a neighbour who is going to use the fence or is going to derive some other benefit from it.

Say, for instance, you want to erect a fence to prevent your sheep from straying onto a neighbouring farm that is devoted entirely to the production of honey, your neighbour will be perfectly entitled to refuse to contribute since he or she will derive no benefit from it. If, on the other hand, there is an obligation to contribute to the cost of the fence and the amount is in dispute, a board may be appointed to decide the matter in the same way as it would a dispute between owners of adjoining land in obligatory areas.

If the cost of erecting or contributing towards a boundary fence is greater than R40, an advance can usually be obtained from the Land and Agricultural Bank of South Africa.

### **Shared driveways**

Where adjoining owners share a single driveway to their garages, the plans will show who owns the driveway and who, by right of servitude, may use it.

It is possible that the driveway may be owned either in undivided shares or that each owner owns a specified half and is entitled to the use of the other half.

Even the sole owner of the driveway has no right to obstruct your access to a garage on your property. If an obstruction to your driveway is in a public place, ask the police to take action; if the obstruction is in the driveway itself on private land, do not, under any circumstances, take the law into your own hands by removing it. If the owner refuses to remove it, ask your attorney to write him or her a letter. If the matter still cannot be resolved, you will have to approach the court for an order to compel the owner - or to allow you - to remove the obstacle.

### **Paying for repairs**

Title deeds might make it clear who is responsible for repairing shared driveways, walls or fences. A servitude might make a single owner entirely liable for the costs of upkeep. If your neighbour refuses to make essential repairs, anyone who is entitled to enforce the servitude may obtain an estimate of the cost of repairs. It is unlikely that a contractor will undertake the work if it is known that the person responsible for payment is unwilling to pay. The servitude holders may therefore have to pay the contractor themselves and present the owner with the bill. The owner of a wall or driveway who is not bound by servitude is normally under no obligation to carry out repairs. However, in the case of deterioration that is likely to prove dangerous to the public, a local authority might order the owner of the property in question to carry out the necessary repairs. In any event, the owner will be liable for damage to your property caused by known defects (or defects that should have been obvious) - for example, if a wall collapses and damages your property.

If the title deeds do not specify that repairs are the responsibility of one owner, it is best for neighbours to agree to share costs. This should be done by an exchange of letters setting out what work is to be undertaken and how the costs are to be shared; alternatively, an attorney could draw up an agreement to be signed by the parties involved.

### **Overhanging branches and intruding roots**

If branches of a tree growing on an adjoining property overhang your property, you may ask your neighbour to saw them off and remove them from your property. If your request is refused, you may saw the branches off yourself to the extent that they overhang, although you may not keep them unless your neighbour refuses to collect them. You may then recover from your neighbour the reasonable expense of removing the branches. Alternatively, you may force your neighbour to remove the offending branches by obtaining an interdict, compelling him or her to do so. The law with regard to fruit on overhanging branches is not clear. Some legal writers say that you are entitled to pick fruit from the overhanging branches and keep it, while others state that you may take fruit only if it has fallen off the tree by itself. The matter awaits a decision by the Supreme Court.

Usually you can't complain if leaves from a neighbour's tree fall onto your property. The planting of trees is held to be a natural and ordinary use of land, however close to a boundary they may be. Even if damage is caused by leaves from your neighbour's trees blocking your gutters, you cannot claim damages, since it has been held in court that damage of this kind can be prevented by routine cleaning of the gutters, a normal and inexpensive act of maintenance. If leaves, branches, flowers or fruit fall from your neighbour's tree onto your property, you cannot force your neighbour to remove them. You may demand the removal of roots that encroach on your property, whether beneath the ground or on the surface, or you may remove them yourself. If the roots have damaged your property, you may insist that they be removed and you may claim compensation for the damage they caused.

Unless restricted by a servitude, your neighbour may erect buildings or grow trees on his or her property that obstruct your view or block out the sunlight that you would otherwise receive.

There is, however, an important limitation upon the right of a neighbour to build structures or grow trees that block out your light or create a mess on your property: if your neighbour does so, not in the enjoyment of his or her own property, but rather with the improper motive of causing a nuisance to you, you may be entitled to claim compensation or even to obtain an interdict compelling him or her to remove the offending structures or trees.

## **WHERE DO I START?**

### *Determine the condition of the ground*

Condition 1 on the terms and conditions of the contractual agreement between a client and MEND A WALL states the following: "should MAW decide that the ground is not pick able then MAW will charge an additional rate or part thereof for the use of machinery &/or the time spent in making the holes."

It is important that a thorough investigation of the ground condition is executed. It is best that the ground is easily pickable. Pick-able ground effectively translates into ground that has an absence of any rock, concrete, tar or any other obstruction that might inhibit the digging of a hole with a standard manually used spade.

If it is discovered that ground consists of rock, concrete, tar or any other obstruction, provision needs to be made for the use of the relevant machinery. The type of machinery used might also be influenced by the density of the rock or obstruction encountered. This would also alter any previously anticipated time period allocated for the completion of the installation. A team of eight trained labourers would usually complete the installation of thirty meters of 8ft pre-cast walling in approximately 5 to 6 day light hours, assuming that the ground is pick-able. This estimation might change depending on the density of the rock or obstruction.

It can be difficult to determine the densities of rock encountered simply by looking at it. It is important to ensure that it is stated on all quotations for the erection of new pre-cast walls that the prices quoted are assuming that there is no rock or obstruction along the building line.

Should you encounter ground that is damp or saturated with water, time must be given for the ground to dry before any installation can take place.

Clay ground can also pose many problems. Additional concrete must be used when installing a p/c wall into clay ground. This factor must be considered when doing a site inspection and the client must be charged accordingly. It is important that a client with clay ground understands that MAW will attempt to compensate for the clay ground with additional concrete, but however, cannot assume responsibility for any ground movement. Condition 18 on the terms and conditions of the contractual agreement between the client and MEND A WALL states that "MAW shall under any circumstances not be responsible for damage or loss caused by wear and tear, misuse, neglect, abuse, accident, or natural ground movement." Condition 19 states that, "The contractor does not accept responsibility for the movement of, or damage to walls due to freak winds, abnormal weather conditions or other circumstances beyond our control."

It is imperative that the client points out all electrical cables and plumbing that may be within 3 meters of the installation line. Condition 20 of the terms and conditions of the contractual agreement between MAW and the client states that, " It is the responsibility of the owner to indicate to the contractor the position of all the electric cables, water and sanitary pipes and other reticular which could be damaged during the erection and construction process. Utmost care will be taken to avoid such reticulations once they have been indicated to the contractor, but the contractor shall not be responsible for damage to any such reticulation should their location not have been indicated by the owner.

### *Measuring the building line*

The building line must be measured accurately. Measurements are usually done with a measuring wheel or a 50 meter (or longer) measuring tape. Always be sure to double check measurements to be sure.

Condition 3 of the terms and conditions of the contractual agreement between MAW and the client states that, "The site must be cleared by the customer so as to enable MAW to proceed with the work, unless otherwise arranged." Clearing the site and the building line of tree's, tree stumps, rubble and any other obstruction are not duties that our installation teams are properly trained to execute. Removing tree's and tree stumps can be dangerous and time

consuming. It is best to leave these duties to properly trained individuals. It is advisable that anyone doing a site inspection or quoting a client for a new p/c wall avoids agreeing to do site clearing.

Should the site require clearing of shrubbery, tree's or tree stumps and the client has arranged for the building line to be cleared, the sales rep is to return to site and confirm that the building line is clear for at least 3 meters on either side. It would be a waste of diesel and precious time should the team arrive on site to find the building line obstructed. The sales rep is to return and inspect the site regardless of whether or not the client has confirmed that the building line is clear.

Condition 6 of the terms and conditions of the contractual agreement between MAW and the client states that, "The customer shall make his own arrangements to dispose of existing fences or rubble unless otherwise agreed." MEND A WALL may remove the rubble on the behalf of the client, as long as the truck is not over loaded and the client is charged accordingly.

Should you encounter a site that requires work that cannot be successfully executed by the members of a MAW installation team, it is best to refer to a database of contractors or specialists that work in the relevant area, or suggest that the client makes use of a company that specialises in the work that needs to be done. It is recommended that sales rep develops relationships with reputable contractors that are equipped with the technical know-how and equipment to execute work that the Mend a Wall installation team cannot do. Only ever suggest that the client makes use of their services. With this in mind, it is extremely important to remember that never under any circumstances is any member of Mend-A-Wall to accept responsibility for the work of any external company or contractor. Work is never to be sub contracted out to any company or contractor, weather in writing or verbally. Accepting any money from a client on behalf of a contractor is considered a show of acceptance for responsibility for the work of the contractor concerned. Contractors are only to be suggested and the client must be made aware that Mend A Wall in no way accepts responsibility for the workmanship or materials of any particular contractor or company.

Condition 4 of the terms and conditions of the contractual agreement between MAW and the client states that, "The customer shall indicate the boundary pegs. Failure to do so or an error in so doing, shall not be MAW's liability."

Although it is clearly the client's responsibility to point out the boundary pegs and to indicate where they would like the wall to be installed, it is important that anyone doing a site inspection or quoting a client, documents the clients requests on an accurately drafted plan of the site. Sales reps are required to make use of a digital camera and create a photo documentary of the site in order to avoid forgetting specific problem areas or site conditions. NOTE: Ensure that you absolutely fully and completely understand where the building line is. Ask the client to insert boundary pegs and make use of building line if you are not sure. Any misunderstanding with regards to this can be extremely costly. There has been a case where more than 200 meters of walling was installed on an in correctly determined building line. The line was not indicated by the client and the company was liable for the costs incurred through having to remove and re-erect the wall.

Condition 8 of the contractual agreement between MAW and the client states that, "should the final measurements be greater than are shown on the site plan and/or should any additional work be necessary for the construction and/or should the customer require any extra's other than shown on this quotation MAW shall be entitled to charge their usual charges for such work."

The sales rep must ensure that the client understands exactly what it is that Mend-A-Wall will be doing for them. The Quote is to be fully comprehensive and written neatly. Everything that the client requires from Mend-A-Wall is to be documented and all jargon, product names, and anything else written on the quote is to be explained to the client. The client must be made aware that Mend-A-Wall will only execute the work as quoted.

Any additional work required will be for the clients account and will not be done until the client has signed in acceptance of the terms and conditions of a new quote for additional work and the new price quoted.

It is important to make a note of any corners that might be present on the building line. This is to ensure that the correct quantities of material are sent out to site. A note of how many corners should be made on the site plan and highlighted.

### *Special circumstances*

Condition 5 of the contractual agreement between MAW and the client states that, "Where necessary, responsibility for obtaining municipal permission rests with the customer. No liability shall rest with MAW as a result of failure to obtain permission. Should the municipality or other authorities prevent the completion of the contract, the customer shall be liable to pay MAW for the work already done. When plans are required to be submitted to the municipal authority, this shall be to the cost and responsibility of the customer and no liability of whatsoever nature shall rest with MAW should the customer fail to submit plans."

Most town councils won't require the submitting of plans for the erection of a pre cast wall that does not exceed 2.4 meters high. This is because a pre cast wall has what are known as floating foundations, (small foundation's around each post, which are generally spaced no less than 1.3 meters apart from each other), as apposed to the continuous foundation of a built brick wall.

Condition 15 of the contractual agreement between MAW and the client states that, "The contractor must have access to the site for delivery of materials and erection of the wall, a strip of land approximately two meters wide on either side of the wall is necessary and while every care will be exercised the contractor cannot be held responsible for any damage to plants/ shrubs or other property in this area. Where walls are constructed on the boundary between the two properties it will be the responsibility of the owner to obtain the consent of the owner of the adjoining property for the use of the strip of land for the erection purpose."

All of the points mentioned in condition 15 must be discussed with the client. The client must be informed that they are on site on completion of any work done by Mend-A-Wall so as to make the payment of the final balance due and sign the satisfaction note (Site plan) (Attachment X).

### **Quoting for Wall Extensions**

Mend-A-Wall manufactures and makes use of an engineer approved and patented extension sleeve.

The X-Tend-A-Wall TM extension sleeve was invented in 1995 and revolutionized the way in which pre-cast walls could be extended in height. There have been many methods and products used before the advent of the X-Tend-A-Wall TM extension sleeve. Many methods were effective in extending the height of a pre-cast wall, but were unsightly and the processes involved were far from cost effective.

The most conventional way of extending a pre-cast wall is called the pole on pole method. This method of extending a pre-cast wall is fundamentally flawed and severely impairs the structural integrity of the extended structures.

The standard dimensions of concrete pillars that are manufactured by the vast majority of pre cast concrete walling manufacturers are usually 130mm x 130mm x the height. These dimensions may however vary depending on the condition of the moulds used to cast the pillars. Over the years, different manufacturers have used varying dimensions of moulds for manufacturing pillars and slabs.

The above 2 points often make it difficult to extend a pre-cast wall with the concrete method in the most effective way possible. If your existing pillar measures 140 x 135 x the height, it wouldn't make structural sense to put a concrete extension post that measures 130 x 130 between angle iron that is separated by the dimensions of your existing post. The steel used to support the extension pillars are very rarely treated with an anti-rusting agent. This can cause severe problems over the medium to long term and could present a serious safety hazard.

This is, however, not the case when using the X-Tend-A-Wall TM extension sleeve. The extension sleeve is made of a high strength, galvanized steel that can be manufactured, on demand, to fit any size pillar with any dimension. The X-Tend-A-Wall TM extension sleeve can extend the height of a pre-cast wall by 1.8 meters, whereas with the pole on pole method, the maximum extension height is 0.6 meters before the extended structure starts becoming flimsy and dangerous.

The X-Tend-A-Wall extension sleeve is the safest, strongest and most aesthetically pleasing method for extending pre-cast walls.

## *Comparison between X-Tend-A-Wall and Conventional Method*

X-Tend-A-Wall Extension sleeve	Conventional Method
10 year “no rust’ Guarantee	The steel used to support the concrete extension post is very rarely treated with an anti-rust agent
Made to fit any post perfectly	Existing posts may be of a different spec to that of concrete posts manufactured by any other walling manufacturer. There is no industry standard that all manufacturers conform to.
Aesthetically pleasing - once painted, it will not appear that your pre-cast wall has been extended	Unsightly and dangerous

### ***Benefits of extending a pre-cast wall:***

- Noise abatement
- Privacy;
- Security;
- Increase property value
- Process

When a pre-cast wall is extended with Galvanized steel extension posts, the following procedures need to occur: The upper most panel, from each section of walling, is removed along the length of the wall so as to expose the upper ends of the pillars. A galvanized steel extension post is placed over the existing pillars and pop riveted onto it. The length of each galvanized extension post is longer, by a pre-determined amount than the exposed upper end of each column. The panels are then inserted between the extension posts and give added support from the pressure they exert on the posts. The extension sleeves are filled with building rubble and not concrete, as the concrete will expand and damage the stability and aesthetic qualities of the structure.

### ***Information to document***

When a wall is extended with galvanized steel extension posts, the mend a wall consultant must always ensure that the following points are documented:

#### ***The dimensions of the existing pillars***

The standard dimensions of concrete pillars that are manufactured by the vast majority of pre cast concrete walling manufacturers are usually 130mm x 130mm x the height. These dimensions may however vary depending on the condition of the moulds used to cast the pillars. Over the years, different manufacturers have used varying dimensions of moulds for manufacturing pillars and slabs.

The above 2 points often make it difficult to extend a precast wall with the concrete method in the most effective way possible. If your existing pillar measures 140 x 135 x the height, it wouldn't make structural sense to put an extension post that measures 130 x 130 between angle iron that is separated by the dimensions of your existing post.

This is, however, not the case when using steel extension posts, as they can be made, on demand, to fit any pillar with any dimension.

#### ***The dimensions of the existing slabs***

Always make a note of the type and length of the slab. Among the most common lengths are: 1.22 meters, 1.44 meters, 1.5 meters and 1.52 meters. The following are among the more uncommon: 1.55 meters 1.7 meters and 2 meters. It would be absurd if the team arrived on site with slabs that aren't the same length as the slabs in the existing wall.

#### ***The pattern (if any) on the existing slabs***

The sales consultant must always ensure that the pattern on the existing pre cast wall is documented. This is important because the aesthetic values of the pre cast wall would be impacted in a very negative way should the

existing slab pattern not match the slab used for the extended structure. If the back of the precast wall is facing the inside of the client's property, the pattern facing the other side of the wall must be documented.

### *The structural integrity of the existing pillars*

All the concrete components of a pre cast wall should have steel reinforcing inside. If the pre cast wall is old, there is a very high possibility that the reinforcing inside of the pillars and slabs may have rusted. This will severely impact on the structural integrity of the existing wall and will most certainly compromise the installation team's ability to extend the wall efficiently. The extended structure is always only as strong as the foundations of the existing wall. This makes it important to note that if the wall seem to old and brittle, it would be best to remove the existing pillars and install new ones.

### *The angle of the existing wall*

If the existing wall is leaning, it must not be extended without being straightened first. If the wall is not perfectly straight it will make working conditions extremely difficult and the extended structure will most certainly be unstable and unsafe. It will also look unsightly. It is important that the client is quoted and charged for any pillars that might be leaning before proceeding with any work

### *Clearing the wall of any obstructions*

If there is any of shrubbery on the existing wall it is the client's responsibility to ensure that most of it is removed. If the client would be unwilling or unable to remove the shrubbery suggest an option to remove it for them at an additional cost.

### **Quoting for Plastering**

Pre cast walls are extremely popular and hundreds of thousands of homes, businesses and government institutions and departments have made use of its applications. There is however a limiting factor in terms of the look and designs available to the consumers of the product. The patterns and designs that are available, very rarely compliment the appearance of a persons' home. Over time, pre cast walls can also become dirty and unsightly. These were the motivating factors that caused us to research ways and means to alter the aesthetic values of a pre cast wall. We have replicated many of the traditional expensive looking designs that are associated with plastered brick walls, as well as developed new designs that can all be easily and inexpensively be applied to pre cast walls. Our market research indicates that the costs of installing a new pre cast wall and plastering it, are half of that of having brick wall built. The inconvenience associated with building a brick wall is virtually eliminated.

Up until recently, pre-cast walls could not be plastered in a sustainable way. The conventional methods and plaster mixes used to plaster built brick walls, simply do not work on the smooth face of pre cast walls. The plaster often cracks and delaminates after a short time.

Mend A Wall together with A.Shak, an industry leader in the development of bonding agents, have developed a bonding agent specifically designed to eliminate the problems associated with plastering the smooth surface of a pre cast wall.

Mend-A-Wall uses an industrial strength bonding formula that has been specifically designed as a latex admixture for bonding plaster pre cast walls. The addition of this revolutionary bonding formula confers numerous advantages over untreated mortars and concretes, such as:

- greatly improved adhesion to substrates, including dense impervious concrete
- excellent resistance to water and water vapour
- improved toughness and flexibility
- better resistance to frost
- improved resistance to certain chemicals
- diminishing dusting

### *Information to document (Plastering work)*

- The height of the wall
- The total length of the wall
- The condition of the wall (damaged material, leaning posts, etc)
- Does the wall require cleaning (is there excess dirt, paint, etc)

- What style of plastering does the client require – single face, single lip coping, dbl lip coping
- What style does the client want the wall finished off with - River sand finish, Spanish finish, Smooth finish, Tyrolienne finish (Attachment X)
- Is there a sheltered area that may be used to store aggregates?

### **Drafting a site plan/satisfaction note**

A site plan/satisfaction note is effectively a detailed visual and written explanation of the work that needs to be executed on the relevant site. It serves as the instructional information for what the installer needs to execute on site. It must, therefore be as detailed and comprehensive as possible so as to ensure that the installation team executes all work as per the client's needs.

A site plan/satisfaction note also serves the purpose of ensuring client satisfaction. When the installer has completed the work on site, he is required to meet with the client on site to inspect all work done. If the client is satisfied with the work done, the installer must request that the client sign the site plan/satisfaction note in the space provided. The signature by the client will serve as proof that all work has been executed to the client's satisfaction and that a payment of any outstanding amounts will be made on the date of completion of the work.

### **Photographing problem areas**

Before taking any photo graphs of a site, the sales rep must ask the permission of the client to do so. The client is to understand that the photo graphs of the site will facilitate additional quality control and it is to the benefit of the company as well as to ensure that a quality service is provided.

## **ALL TERMS AND CONDITIONS OF THE AGREEMENT BETWEEN THE CLIENT AND MEND-A-WALL**

### ***Terms and conditions of contract***

1. Should MAW decide that the ground is not pickable then MAW will charge an additional rate or part thereof for the use of machinery and/or the time spent in making holes.
2. This wall is a garden wall and not a retaining wall.
3. The site must be cleared by the customer so as to enable MAW to proceed with the work unless otherwise arranged.
4. The customer shall indicate the boundary pegs. Failure to do so or an error in so doing, shall not be MAW liability.
5. Where necessary, responsibility for obtaining municipal permission rests with the customer. No liability shall rest with MAW as a result of failure to obtain permission. Should the municipality or other authorities prevent the completion of the contract, the customer shall be liable to pay MAW for the work already done. When plans are required to be submitted to the municipal authority, this shall be to the cost and responsibility of the customer and no liability of whatsoever nature shall rest with MAW should the customer fail to submit plans.
6. The customer shall make his/her own plans to remove existing fences and rubble, unless otherwise agreed upon.
7. Installation cannot be guaranteed for any specific date, and is NOT a condition of this contract that same be completed within any specific period. Any date stated on the quotation is to be regarded as an estimate date.
8. Should the final measurements be greater than are shown on the plan/ and/or should any additional work be necessary for the construction and/or should the customer require any extras other than shown on this quotation MAW shall be entitled to charge their usual charges for this work.
9. All walls are guaranteed in respect of faulty workmanship and defective materials for a period of 1 year from completion. Complaints will only be entertained if made to MAW in writing within the said one year.
10. Should payments not be made on completion date, the customer shall be liable for any legal costs incurred on an attorney and client scale, including collection charges.
11. Unless otherwise agreed in writing, customer chooses as his domicilum citandi the premises 89 Jones Rd, Putfontien, Benoni.
12. MAW shall not be liable for any damage or loss whatsoever whether due to negligence or otherwise whether this contract is cancelled or not, to any property or person relating to arising from this contract and the customer indemnifies MAW against any damage to person or property which may arise.
13. This agreement cannot be cancelled unless agreed with MAW in which a cancellation fee of 20% of the contract price will be payable by the customer.

14. All gates erected must not be opened or closed for a period of 24 hours after erection should the customer not adhere to this and cause damage to the gate, such damage shall be his own responsibility. Meranti gates must be oiled, and plain PGR gates must be painted. Steel palisade fencing and steel inserts are to be painted and maintained by the client.
15. The contractor must have access to the site for delivery of materials and erection of the wall, a strip of land approximately two meters wide on either side of the wall is necessary and while every care will be exercised the contractor cannot be held responsible for any damage to plants/ shrubs or other property in this area. Where walls are constructed on the boundary between the two properties it will be the responsibility of the owner to obtain the consent of the owner of the adjoining property for the use of the strip of land for the erection purpose.
16. The owner of the property accepts full responsibility for the sake of children and animals during the construction process and until the work has been completed.
17. The owner shall provide all necessary water and electric power and toilet facilities to the contractor.
18. MAW shall under no circumstances be responsible for damage or loss caused by wear and tear, misuse, neglect, abuse, accident or natural ground movement.
19. The contractor does not accept responsibility for the movement of or damage due to freak winds, abnormal weather conditions or other circumstances beyond control.
20. It is the responsibility of the owner to indicate to the contractor the position of all the electric cables, water and sanitary pipes, and other reticulars which could be damaged during the erection and construction process. Utmost care will be taken to avoid such reticulations once they have been indicated to the contractor, but the contractor shall not be responsible for any damage to any such reticulation should their location not have been indicated by the owner.
21. The quoted height of a wall is approximated and depends on site conditions. The contractor shall not be held responsible if the final height of any wall is slightly less than quoted due to undulation for the uneven slope or nature of the ground.
22. In the event of payment not being made by the customer for what ever reason MAW reserves the right to remove any walling and gates erected by company with immediate effect: the client gives MAW permission to come into the property to remove the walling. If the wall has been painted or electrified MAW will not be responsible for any damages incurred.
23. The person responsible for payment must sign all documentation.
24. Hairline cracks are not to be considered as reject material on panels and posts.
25. All walls erected must not be shaken for a period of 28 days from date of erection otherwise guarantee will elapse.
26. All abovementioned conditions and specifications apply to all construction work undertaken by MAW.