



Standard Terms & Conditions

These Terms & Conditions are binding between Aerial & Satellite hereafter referred to as the “CONTRACTOR” and the “CLIENT”. Other service providers will be referred to as the “3rd PARTY”.

1. Conditions of Installation

1.1. Job Estimates and Understanding of CLIENT’S Requirements.

- 1.1.1. Telephonic, verbal and written estimates supplied by the CONTRACTOR are such: “Estimates”. Confirmation of the CLIENT’S operational requirements, cable routes, positioning of equipment, time required to complete the work and any additional costs or requirements will be discussed with the CLIENT on-site by the technician prior to commencing with the installation. The CLIENT will be notified of any variations or problems during the installation, and may request a revised estimate of the job.
- 1.1.2. If the CLIENT or representative is not available for confirmation of variations at the time of installation, the CONTRACTOR will proceed with the installation and complete it to the best of what is understood. Any variations will be charged for pro-rata.
- 1.1.3. Any delays, standing time or variations will be billed for at standard rates.
- 1.1.4. The CONTRACTOR makes every effort to keep to the scheduled time. Due to the nature of the work undertaken, delays are at times unavoidable. The CONTRACTOR will make every effort to keep the CLIENT informed of any delays and or schedule changes. The CONTRACTOR cannot be held liable for any consequences as a result of a delay or schedule change.
- 1.1.5. E&OE (Errors and Omissions Excluded)

1.2. Safety

- 1.2.1. The CLIENT is to ensure that the area in which the CONTRACTOR is required to work in is safe and complies with the Safety Laws of South Africa.
- 1.2.2. The CONTRACTOR will not be obliged to undertake or proceed with any work or work in an environment that is deemed unsafe.

1.3. Access to property & permission to undertake work

- 1.3.1. The CLIENT warrants that they have full permission to authorise the said work to be undertaken by the CONTRACTOR.
- 1.3.2. Any delays in access or standing time will be billed for at standard rates.

1.4. Damage to persons or property

- 1.4.1. All work, is carried out with care and consideration for the CLIENT’S property and possessions. The CONTRACTOR cannot be held responsible for any accidental loss or damage to equipment, property or persons whatsoever.
- 1.4.2. Due to the nature of the installation and the difficulty of access in some areas, especially in ceiling voids, on roofing and in confined areas, in which the technicians are required to work, movement of the ceiling, exposed plumbing, electrical cables, waterproofing and other wiring can cause potential damage to their integrity. The CONTRACTOR cannot be held responsible for any interruption of services or any damage caused while working in these areas.
- 1.4.3. Drilling of holes into existing structures is often required. The CONTRACTOR undertakes this work with the understanding that they will not be held liable for any damages whatsoever that may occur as a result of drilling. ie. Damage to wiring, plumbing, structure, etc..If there is any concern of damage, the CLIENT is to supervise any drilling undertaken by the CONTRACTOR.
- 1.4.4. The CLIENT must ensure that all breakables and valuables are removed form the areas in which the technicians are working to prevent any loss or potential damage. The CONTRACTOR cannot be held responsible for any such damage.
- 1.4.5. The CLIENT must check and confirm that all roof tiles and access doors have been closed and secure at the end of the job.

1.5. Reticulation of cables and additional time on the job.

- 1.5.1. Reticulation of cables and routing can often be challenging as routes can be blocked or obstructed. Additional installation time over and above the time estimated may be required to complete the job. Additional time and/or materials required to route a cable or complete the work will be charged for pro-rata.

1.6. Settings & Setup

1.6.1. As most settings are held in static memory and can be accessed and changed by the CLIENT, a 3rd PARTY service provider, or affected by power fluctuations, the CONTRACTOR cannot be held responsible for the stability of the system settings. If the services of the CONTRACTOR are required to restore settings, the CLIENT will be billed at standard rates for the service provided.

1.7. Disruption of Services

1.7.1. The CONTRACTOR makes every attempt to resolve technical issues causing an interruption of services. The CONTRACTOR does not accept any liability as a result of loss of services.

1.8. Interference

1.8.1. Interference (Internal or External) is often intermittent and its source sometimes challenging to locate and isolate. Time and materials required in the attempt to isolate and minimise any interference problems will be billed for pro-rata at standard rates. This additional cost is not provided for in the standard estimated costs for a job.

2. Activation of Third Party Subscription Service.

2.1. Relationship between a 3rd PARTY and the CONTRACTOR

2.1.1. There affiliation between the CONTRACTOR and a 3rd PARTY provider is as follows: The CONTRACTOR undertakes to install and provide signal to the CLIENT'S equipment as well as assist in the activation of the required service for the CLIENT. The 3rd PARTY continually assesses the CONTRACTOR on the equipment used, proficiency of staff, quality of installation as well as customer satisfaction. The 3rd PARTY service provider approves the CONTRACTOR as an accredited installation company installing equipment to their specifications.

2.2. Decoder Activation

2.2.1. The subscription agreement between the CLIENT and the 3rd PARTY requires the CLIENT to authorise activation of the services. The CONTRACTOR will, where possible, assist the CLIENT in the activation of these services and confirm the operation thereof. Due to the varied time it may take to activate these 3rd PARTY services, the CONTRACTOR is entitled to bill for any additional time not provided for in the estimate.

2.2.2. The CONTRACTOR thus only takes responsibility for correct installation of the equipment and will not be held liable for activation or operation of 3rd PARTY services.

3. Hand-over of the repairs and installation.

3.1. **The CONTRACTOR requires that the CLIENT or representative is present at the hand-over of the system.** The installation, operation and interaction of equipment will be explained to the CLIENT at this time. The CLIENT or representative will be required to sign off the job as operational and complete. If the CLIENT or representative is not available to sign off the job, the CLIENT accepts that if the CONTRACTOR is required to return to explain the operation of the system, that the CLIENT will be billed accordingly.

3.2. The CLIENT is to inspect the installation as well as their property to ensure the installation was completed satisfactory: ie. Pictures and sound are clear; remotes change channels; all channels subscribed to are active; all TVs are tuned, that cables were run neatly and roof tiles have been replaced etc. The Client is to advise the CONTRACTOR of any outstanding issues, and to note in writing of any unresolved issues on the "JOB CARD".

4. Warranty.

4.1. Materials & Equipment.

4.1.1. The equipment manufacturer guarantees all materials and equipment against manufacturing defaults for a period of one year. Faulty materials and equipment will be replaced at no charge to the CLIENT subject to the confirmation by the supplier that the failure is due to a manufacturing fault. (3rd PARTY Decoders excluded – See item 4.1.2).

4.2. Decoders

4.2.1. The warranty on decoders is one year, but the replacement / exchange needs to be undertaken by the CLIENT at one of the 3rd PARTY offices once the decoder is loaded under the CLIENT'S name. This is necessary as the 3rd PARTY service provider enters into a separate contract with the CLIENT, and is the only party able to remove the faulty decoder from the CLIENT'S account and load a new decoder. The decoder must be brought in by the CLIENT TO THE 3RD party PROVIDER for this exchange to take place. If the CLIENT requires assistance in the re-installation of the decoder, the CLIENT will be billed at standard rates for the service. To assist the CLIENT, the CONTRACTOR provides a labeling service at a nominal charge on request.

4.3. Installation

4.3.1. The installation or repair is guaranteed free of defects for a period of one year. Repairs to the system as a result of an installation fault will be undertaken at no charge to the CLIENT as long as the installation has not been tampered with in any way whatsoever. If the fault is unrelated to the original installation, the CLIENT will be billed for repairing the system. **Only Jobs signed off by the Client will be under Warranty.**

5. Payment Terms & Conditions

5.1. Terms

- 5.1.1. A 50% deposit is required prior to commencing work on a job in excess of R1 000. 00. Proof of payment is to be supplied via e-mail or fax.
- 5.1.2. Full / balance of payment due on completion of works. (COD)
- 5.1.3. All equipment remains the property of the CONTRACTOR until paid in full.
- 5.1.4. The person booking the job is responsible for payment of the account. The CLIENT or responsible person is to be available to sign off on completion of work.

5.2. Types of payments accepted.

- 5.2.1. Cash or Cheque payments are the preferred method of payment.
- 5.2.2. Electronic funds transfer (EFT) will only be accepted for a job quoted in excess of R500.00. Pre-application & Liability document to be completed in full and supplied to the CONTRACTOR prior to commencement of work. Payment to be received no later than the following day. Proof of payment to be confirmed with our offices. Use JOB NUMBER as a payment reference.
- 5.2.3. Credit Cards will only be accepted by special arrangement only for a job in excess of R500.00. Liability document to be completed in full. Payment will be processed at the office. All information is treated confidentially. South African credit cards only. Amex cards are not accepted.

5.2.4. Claim or Dispute not to defer payment.

- 5.2.4.1. As all workmanship and materials are guaranteed, a claim or dispute shall not be made reason for deferring payment of any monies.

5.2.5. Overdue Accounts

- 5.2.5.1. All completed signed off work carries our warranty and any outstanding issues will be resolved as per our conditions of installation.
- 5.2.5.2. A collection fee will be charged if the account is not paid within 24hrs of job completion.
- 5.2.5.3. Interest of 22% PER ANNUM or part thereof will be charged on the outstanding balance.
- 5.2.5.4. The CLIENT will be responsible for collection and interest charges.
- 5.2.5.5. CLIENTS who fail to pay 28 Days after a Letter of Final Demand is issued will be blacklisted until the outstanding account including costs and interest has been paid in full.

6. Other

- 6.1.1.1. Work that cannot be completed due to weather or power failure. As the team will need to return to site to complete the work this will incur an additional travel charge.
- 6.1.1.2. Calls cancelled or rescheduled within 5 hours of the scheduled time will be billed for. The CLIENT is to request a reference number when canceling or rescheduling a call.
- 6.1.1.3. All correspondence to be in writing.
- 6.1.1.4. No agent or employee of the CONTRACTOR has any authority to alter in any way these Terms & Conditions.

Person responsible for payment / Acceptance & sign-off of work / materials: