

**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILSRIVER
HELD AT KUILSRIVER**

Case Number: **863/2020**

In the matter between: -

SEALTEK CAPE (PTY) LTD

Plaintiff

And

SONET FITCHAT

Defendant

DEFENDANTS' PLEA

The Defendant pleads to the Plaintiff's Particulars of Claim as follows:

1. The Defendant admits the identity of the Plaintiff but has no knowledge of the remaining averments contained in **paragraph 1** of the Particulars of Claim, which she does not admit, and which she requires the Plaintiff to prove.
2. It is admitted that the Defendant is Sonet Fitchat, an adult female nurse, who is permanently resident at 91 Frangipani Street, Kleinbron Estate, Brackenfell, as is pleaded in **paragraph 2** of the Particulars of Claim.
3. The contents of **paragraph 3** of the Particulars of Claim are noted.
4. The averments contained in **paragraph 4** are admitted only to the extent that they are consonant with annexure "**S1**" to the Plaintiff's Particulars of Claim.

5. The contents of **paragraph 5** of the Particulars of Claim are expressly denied. In amplification thereof, the Defendant pleads:

5.1. At the onset, the Defendant's case is that:

5.1.1. The work done on the Defendant's property was not of a professional quality, was not what would be expected of a reasonable building contractor and was not completed as per the descriptions contained on the Plaintiff's quotation, or at all.

5.1.2. Accordingly, the Plaintiff is not entitled to the monies claimed in part or at all, and in fact, owes the Defendant substantial sums of money for the cost to repair the works and/or replace her damaged property.

5.1.3. The Defendant provided the Plaintiff with several occasions in which to repair the works done incorrectly or not to a fair and reasonable standard, but the Plaintiff failed to repair the works adequately or at all, and in fact, on several occasions, left the property in a worse state than what it was initially.

5.1.4. The Plaintiff has therefore had ample opportunity to repair the works but has failed to do so adequately or at all.

5.2. In furtherance to the above, specific concerns and/or issues with the Plaintiff's workmanship and/or quality of work shall be addressed herein. It is in light of these concerns and/or issues that the Defendant denies the Plaintiff's entitlement to the costs being claimed from her.

External wall cracks:

5.2.1. The Plaintiff was employed to fill and repair the many cracks visible on the external walls of the property, including the boundary walls. However, the Plaintiff (a) failed to properly and/or sufficiently repair the surface cracks contained on the external walls and/or (b) used a product on the said cracks that was inadequate and/or insufficient to correct the problem as the same cracks started reappearing on the outside walls within three (3) months after the Plaintiff had supposedly filled them. These cracks will therefore need to be refilled and repaired at an additional cost to the Defendant. In light of the above, the Defendant denies being indebted to the Plaintiff for the full cost of these works.

External wall finish:

5.2.2. The most noticeable and costly damage caused by the Plaintiff are to the external walls themselves. The quotation clearly states that the outside walls shall be “finish[ed] to match the existing wall”, which was a smooth finish, and this was the finish expected by the Defendant.

5.2.2.1. However, the Plaintiff included a grey-like substance into the paint for the external walls, thereby causing a stippled effect on the external walls. This stippled effect is unsightly and lacking in consistency as the actual stipple is of varying thickness and textures throughout the property.

5.2.2.2. This stipple effect was not as per the quotation, nor was it requested by the Defendant, and thus must be redone in order to match the original texture of the external walls.

5.2.2.3. When the Defendant advised the Plaintiff that they did not want the stippled effect on the wall, and that it had to be redone, the Plaintiff employed various methods to smooth down the walls. Plaintiff first attempted to use tile adhesive and other such products on the walls, but when it dried, it could simply be scratched off the wall. It therefore did not remove the stipple as requested by Defendant. The Plaintiff then attempted to scratch the walls down using a "diamond brick" (Plaintiff is put to the proof of what this is) to sand down the walls. Whilst this method saw a slight improvement to the stipple effect on the wall, it was not sufficient to render the walls smooth again. Plaintiff was therefore afforded ample opportunity to fix the works but failed to do so adequately or at all.

5.2.2.4. The Defendant understands that to reinstate the walls to its original finish is a costly and timeous exercise, as the walls will first need to be stripped of the existing stipple before it can be plastered and primed for painting. The Defendant contends that she should not bear the costs of this repair as it was not as per the quotation nor as requested by herself.

5.2.3. Furthermore, the Plaintiff was provided with a sample of the paint colour that was to be used to paint the external walls of the Defendant's property. The Plaintiff's first paint sample was a close match to Defendant's sample and thus they were instructed to proceed accordingly. However, when the property was painted, the Defendant noticed that the colour was not the same as the sample originally shown to Defendant in that it had a pink undertone, rather than a stone undertone. The Plaintiff sought to justify the difference in colour based on the way the sun reflected from the property, which Defendant strongly disputes and puts Plaintiff to the proof thereof. In the circumstances, Defendant denies the Plaintiff's entitlement to full costs in respect of the

painting of the house due to its failure to match the colour sample as provided to it by the Defendant.

Waterproofing the walls:

5.2.4. Despite the Plaintiff's contentions that it had applied a water repellent primer (Aquatint) to all external walls, it appears as though the primer used was either inadequate or insufficient for its intended purpose and/or as though certain of the walls had been missed. Bubbles have appeared on certain of the outside walls, thereby indicating that water was able to penetrate the walls despite the painting of the waterproof primer. In light of this, the Defendant disputes the Plaintiff's entitlement to payment for work clearly not done correctly or at all. The Plaintiff is furthermore put to the proof that the external walls were in fact waterproofed.

Seal all external and internal windows:

5.2.5. Despite same appearing on the quotation, it appears that the Plaintiff failed to seal any of the external and internal windows and water continues to seep into the house after any rainfall.

5.2.6. It is therefore the Defendant's contention that the Plaintiff is attempting to charge her for work not done, for which it is not entitled to do.

5.2.7. The Plaintiff is therefore put to the proof that such work was done, failing which the Defendant denies the Plaintiff's entitlement to such costs.

Painting of the external walls:

5.2.8. The Plaintiff failed and/or neglected to take the necessary steps to properly prepare and prime the walls prior to their painting. There are multiple parts of the property where the paint is peeling off the wall or has simply washed away with the rains, which one would not expect so soon after the walls had been painted. Furthermore, and of concern to the Defendant is that the paint can easily be peeled off the walls in certain places - this is done using very little force.

5.2.9. Also, there is an area on the boundary wall (near the washing line) that has clearly only been given one (1) coat of paint, and not two (2) as per the quotation.

5.2.10. It is thus clear to the Defendant that the Plaintiff is attempting to charge her for work not done as per its quotation, or at all. Furthermore, the quality of the Plaintiff's work is far from what one would expect of a reasonable building contractor and as such, the Defendant disputes the Plaintiff's entitlement to payment in part or in full.

Ceilings:

5.2.11. Despite the Plaintiff being contracted to repair the ceiling joints, this was not properly done. According to the Plaintiff and an employee of the Plaintiff, Hydroflex (being a product of the Plaintiff) was not used on the ceilings as per the quotation. Instead, the Plaintiff utilized Duram Ceiling Endurance Plus paint, of which only one (1) coat was applied, as stated by the employee of the Plaintiff, and not two (2), as per the quotation.

5.2.12. After the Plaintiff had advised the Defendant that the ceilings were completed and fixed, the Defendant raised a number of issues and concerns with the Plaintiff, most notably that the joints had not been properly fixed, those that has been repaired were unsightly, and in many parts, looked worse than their original condition. In fact, most of the ceilings had not been fixed at all.

5.2.13. The Plaintiff was therefore afforded a reasonable opportunity to attend to repair the ceilings. However, and despite this opportunity, the Plaintiff failed to repair most of the ceilings, and the areas that it did repaired were again left unsightly. Accordingly, the Defendant contracted a third party to attend to repair the ceilings, at a further cost to herself.

5.2.14. Furthermore, despite the Plaintiff only ever applying one (1) coat of paint on the ceilings, it attempted to charge the Defendant twice for this work -

5.2.14.1. On the first quotation, the Defendant is charged an amount of R 6 540.00 to repair and paint the ceilings. Then on the Plaintiff's further quotation, she is charged an amount of R 8 160.00 to paint the areas where the repairs were made.

5.2.14.2. Due to the Plaintiff only painting one (1) coat of any type of paint on the ceilings, the Defendant avers that the Plaintiff has attempted to charge for work not done and thus has overcharged her in this respect.

5.2.14.3. Furthermore and despite the Plaintiff having advised the Defendant that the Duram paint used on the ceilings was cheaper than the products quoted, no refund was ever afforded to

Defendant in this regard and thus Plaintiff has once again overcharged the Defendant for the work done (or not done).

Roof and riding:

5.2.15. The roof has not been adequately waterproofed by the Plaintiff as the roof space was found wet after the October 2019 rains. Also, from a visual inspection of the roof, it is apparent that not all broken tiles had been repaired as per the quotation.

5.2.16. Furthermore, the Defendant disputes being charged for both the waterproofing of the roof as well as the cost to paint a water repellent sealer thereover. It is her contention that this latter charge is unnecessary and an overcharge on the part of the Plaintiff.

5.2.17. Once again, the Defendant denies that she is indebted to the Plaintiff for the full amount claimed.

Waterproofing the exposed brickwork underground:

5.2.18. The Defendant disputes the need for the foundation of the property to be plastered and waterproofed, deems this an unnecessary cost, and thus disputes the Plaintiff's entitlement to such costs. In furtherance thereto, the Defendant avers that:

5.2.18.1. This waterproofing of the foundation is not necessary from a practical perspective: The foundation walls underground have two sides. The Plaintiff could therefore only have waterproofed the one side due to the other being under the property and thus inaccessible. Accordingly, water will still enter the foundation wall

but just from the other side (or from underneath the foundation itself).

5.2.18.2. The Defendant maintains that foundation brickwork does not need to be plastered as it is underground and thus does form part of the visible elements of a property.

5.2.19. However, if the Plaintiff is able to establish a plausible and reasonable claim for payment (as established by an independent waterproofing expert) for the work done to the foundation of the property, the Defendant, in any event, avers that the waterproofing of the foundation was done incorrectly and not in accordance with its quotation.

5.2.19.1. The Plaintiff's quotation states that it shall apply DampEnd, being a damp proofing product (and not a waterproofing product as claimed by the Plaintiff) followed by Hydroflex to the exposed brickwork underground.

5.2.19.2. However, the Defendant avers that the Plaintiff first plastered the foundation walls before it painted DampEnd onto the said walls, which was not in accordance with its quotation. The Plaintiff is therefore put to the proof as to (a) the status of the waterproofing given that it did not apply the DampEnd as per its quotation and (b) whether HydroFlex was applied to the foundation walls as per the Plaintiff's quotation.

Structural repair works:

5.2.20. The Defendant avers that the new chimney built has not been constructed as one would expect of a person with reasonable building experience; rather it is unsightly and haphazardly built -

5.2.20.1. There are holes at the base of the chimney where rainwater can enter, which will have to be properly repaired, and it appears from a visible inspection of the chimney that what appears to be sheet metal has been placed on top of the chimney, which will also need to be repaired and/or waterproofed.

5.2.20.2. It is also clear to the Defendant that no waterproofing was done on the newly built chimney nor at the external braai area, despite the Defendant being charged therefore.

5.2.20.3. A bubble appeared under the paint on the wall by the external braai area, which is directly caused by water entering the wall, which one would not expect from a wall that has been newly waterproofed.

5.2.21. The Plaintiff was not afforded an opportunity to rectify these issues due to its representative strongly maintaining that, despite the evidence to the contrary, the waterproofing had been done as per its quotation.

5.2.22. Furthermore, and with regards to the weep holes, the Defendant avers that weep holes should not have been inserted, nor should it have formed part of the scope of work to be done by the Plaintiff.

5.2.22.1. The Defendant has been advised that no weep holes should be inserted after a property has been built, as one is unable to know the exact location of the waterproofing layer within the walls and/or the space between the bricks (now plastered) where the weep holes should be inserted. Should this waterproofing layer be cut and/or damaged during the installation of the weep holes, waterproofing issues will result.

5.2.22.2. Furthermore, the weep holes that were inserted by the Plaintiff were incorrect in so far as they were not constructed at floor level (being the correct height) and above the windows, where one would normally have expected to find weep holes.

5.2.23. With regards to the new set of stairs constructed by the Plaintiff, it is the Defendant's contention that they were incorrectly built in so far as -

5.2.23.1. The stairs should have been physically attached to the wall of the property, which they are not;

5.2.23.2. The Plaintiff failed to build a proper foundation for the new stairs, which may cause the steps to separate (again) from the house over time;

5.2.23.3. The stairs have also been built too high in that when the steps are later tiled, the top step will be higher than the height of the inside floor. This will result in water entering the property at this point.

5.2.24. Furthermore, the Defendant has been advised that the cowlings (attached to the top of the chimneys) that the Plaintiff had worked on are currently facing the wrong direction as they currently face the side of inclement weather. For obvious reasons, they should face away from

inclement weather to prevent the rain from entering the property via the chimney flutes.

5.2.24.1. Whilst it is not necessary for the cowlings to turn in the wind, it is now apparent to the Defendant that neither cowlings do in fact turn at all.

5.2.24.2. The Defendant is therefore unsure what work, if any, the Plaintiff did to the cowlings and thus puts the Plaintiff to the proof thereof. In any event, the Defendant will have to bear the cost to have the cowlings repaired in order that they face the correct direction, the cost of which shall be for the Plaintiff's expense.

Skirting and internal doors:

5.2.25. Despite the quotation referring to the use of a gloss enamel paint, the Plaintiff utilized a matt finish paint. Accordingly, the Defendant, at her own cost, attended to repaint the skirtings and internal doors using the correct paint, as stated on the quotation.

Boundary wall:

5.2.26. The Defendant disputes that the Plaintiff attended to any waterproofing work on top of the boundary wall. In this regard, it is clear from a basic inspection of the work done that -

5.2.26.1. Only one (1) coat of paint was applied to the top of the boundary wall by the washing line.

5.2.26.2. Nothing at all was done to the top of the boundary wall behind the swimming pool as it is still the original colour of the wall;

5.2.26.3. No membrane was applied to any of the boundary walls; and

5.2.26.4. That the Plaintiff has relied on paint as a means to waterproof the boundary wall, despite this not being an adequate waterproofing material.

5.2.27. As per the issues the Defendant has previously raised with regards to the finish of the wall, the boundary wall was similarly given a texture by the Plaintiff, which was not what was requested by the Defendant, nor was it as per the quotation.

5.2.28. Furthermore, where the Plaintiff attended to repair the top edge of the boundary wall, the wall has been left uneven and is, in many parts, not square at its top edge. The result is that the top edge of the boundary wall was in a better condition prior to Plaintiff having worked thereon and will therefore need to be redone.

5.2.29. In light of all of the above issues, the Defendant once again disputes the Plaintiff's entitlement to payment in full for such work.

Paving installation:

5.2.30. The paving, whilst installed by the Plaintiff, was not installed correctly or evenly and will therefore need to be repaired, at a further cost to the Defendant. The Defendant avers further that -

5.2.30.1. Due to the uneven laying of the payment, there are patches where water congregates instead of which should flow directly into the garden.

5.2.30.2. The cement that was placed between the paving stones and the grass was placed on too thinly, thus causing it to flake off.

5.2.30.3. Furthermore, the grouting between the paving stones washed away during the first rains. The Defendant afforded the Plaintiff an opportunity to redo the grouting, but the grout simply came out again the next time it rained.

5.2.30.4. The cement between the paving stones and the grass, as well as the grout between the paving, will therefore have to be redone.

5.2.31. Once again, the Defendant denies having to pay the Plaintiff in full for this work, especially in light of the fact that she will have to incur further expenses to repair the work.

Further issues the Defendant has as against the Plaintiff:

5.3. The Plaintiff, despite being repeatedly informed that the Defendant had a newborn at the premises, failed to ensure that the property was reasonably cleaned at the end of each working day.

5.4. The Plaintiff failed to attend site regularly and thus failed to provide proper oversight over its employees. The Plaintiff was therefore oblivious to the state in which its employees left the property each day, and to the level of workmanship being employed by its employees. This is not what one would expect of a reasonable building contractor.

5.5. The Plaintiff failed to ensure that reasonable steps were taken by its employees to ward against damage to the Defendant's property by any building materials. Instead, substantial damage was caused to the Defendant's property, most notably her grass that died as a result of Plaintiff's rubble, her pool that had to be repaired and re-stabilized, and the paint that covered the wires of the outside lanterns *et cetera*. The cost to repair these items once again fell to the Defendant, despite same being caused directly by the Plaintiff and/or its employees.

5.6. Due to the Plaintiff failing to remove all the rubble from the property, the Defendant, at her own expense, had to arrange for the removal of rubble from the property.

5.7. It is clearly apparent to the Defendant that the work done on her property was not performed by skilled or semi-skilled workers and/or ones with reasonable building experience due to the general poor quality of the work done on the Defendant's property.

Additional Work:

5.8. The National Consumer Protection Act 68 of 2008 ("the Act") finds application in this matter as Section 15 (1) and (2) reads:

Pre-authorisation of repair or maintenance services

15. (1) This section applies only to a transaction or consumer agreement—
- (a) with a price value above the threshold prescribed in terms of subsection (5); and [25]
 - (b) if, in terms of that transaction or agreement, a service provider supplies a repair or maintenance service to, or supplies or installs any replacement parts or components in, any property belonging to or in the control of the consumer, and—
 - (i) the service provider has, or takes, possession of that property for the [30] purpose contemplated in this paragraph; or
 - (ii) in any other case, the consumer requests an estimate before any services or goods are supplied.

- (2) A service provider to whom this section applies, must not charge a consumer for the supply of any goods or services contemplated in subsection (1), unless— [35]
- (a) the supplier or service provider has given the consumer an estimate that satisfies the prescribed requirements, and the consumer has subsequently authorised the work; or
 - (b) the consumer, in writing, or by another recorded manner or form, has—
 - (i) declined the offer of an estimate, and authorised the work; or [40]
 - (ii) pre-authorised any charges up to a specified maximum, and the amount charged does not exceed that maximum.

5.9. The Regulations to the Act, dated 01 April 2011, provides that:

NOTICE

THRESHOLD FOR PRE-AUTHORISATION OF REPAIR OR MAINTENANCE SERVICES

- 1** For purposes of section 15(1)(a) and (5) of the Act, the threshold for pre-authorisation of repair or maintenance services generally is R 1.00 (One Rand) excluding value-added tax, unless differently provided for by regulation or industry code contemplated in section 82 of the Act.
- 2** An estimate must specify -
 - (a) a breakdown and the total of the amount to be charged if the repair or maintenance is effected;
 - (b) the nature and extent of the repair or maintenance;
 - (c) the period of validity of the quote; and
 - (d) the period within which the consumer must collect the goods and the consequence if he or she or it does not do so.

5.10. From a clear reading of the Act, read with the Regulations thereto, that any repair or maintenance work to be conducted on the property of any consumer must be provided in a written quotation, with the necessary details contained therein to avoid doubt as to the service being rendered and the cost(s) thereof.

5.11. The terms and conditions contained to the Plaintiff's quotations state that should any additional work be requested by the owner; it will be priced as an additional cost. It is therefore an implied term of the Plaintiff's quotation that this additional work will be contained in a written quotation, such as the ones annexed to the Plaintiff's Particulars of Claim as "S1".

5.12. Despite the terms of the Act and the Plaintiff's own quotation, work was conducted by the Plaintiff without it first having provided the necessary written quotation to the Defendant for her approval.

5.13. Due to the aforementioned, the Defendant disputes the Plaintiff's entitlement to payment for the items listed therein. However, and despite the above, the Defendant avers that:

5.13.1. Despite being informed verbally by the Plaintiff that the cost for the new Galvanized extractor would be R 3 000.00, the cost for same on the invoice is R 3 500.00 excluding VAT. Due to the Defendant disputing that any waterproofing work was done by the Plaintiff on the chimneys, the Defendant does not believe a new galvanizer is necessary as it will simply become rusted like the old one. Furthermore, the Defendant denies that a new galvanizer was in fact installed by the Plaintiff, and accordingly puts the Plaintiff to the proof thereof.

5.13.2. The original quotation for the painting of the boundary walls clearly states that it is in respect of the entire boundary wall, including the pool area. Accordingly, the Defendant disputes the Plaintiff's entitlement to any further cost in respect thereof, in particular the sum of R 1 848.00, which she believes is an overcharge by the Plaintiff.

5.13.3. Whilst the Defendant did request the joints by the pool be sealed, she was not informed by the Plaintiff that there would be a cost for this additional work. In any event, the work done on the joints by the Plaintiff was so unsightly that the Plaintiff was asked to re-do them. Despite the Plaintiff being provided with a reasonable opportunity to repair its previous mistakes, the expansion joints remained unsightly at the time

that the Plaintiff left site. The Defendant therefore disputes the need to pay this cost when it will in any event have to be redone.

5.13.4. The Plaintiff of its own volition attended to build a manhole to expose the inspection eye. This was not requested by the Defendant nor was she aware that there would be a cost for such work. In any event, the purposes of the manhole, and as per the statement, was to allow for the inspection of the drainpipes. However, due to the Plaintiff having cemented in a stack of bricks next to and in front of the access to the pipes, it is not possible to access the said drainpipes without first having to remove the bricks. In other words, the Plaintiff has not constructed the manhole correctly and same will therefore have to be repaired in order for it to serve its intended purpose. Furthermore, the manhole should have a lid, which the Plaintiff failed to install. In light of this, the Defendant denies that she owes the Plaintiff any sums of money in respect hereof.

5.13.5. The Defendant disputes the Plaintiff's claim that it did plaster work above the sliding door leading to the outside braai area. In fact, it is clear that no plaster work was done on that area but rather a substance such as Polyfilla utilized instead. The Defendant therefore disputes the Plaintiff's entitlement to the sum of R 1 844.00 for work not done as claimed.

5.13.6. As previously averred, there is no need to plaster foundation walls as they are not usually plastered. The Defendant therefore disputes the Plaintiff's entitlement to costs that are not necessary and was not specifically requested by the Defendant.

5.14. In light of the above, the Defendant therefore disputes the Plaintiff's claim for costs in an amount of R 126 135.50 and in fact avers that the Plaintiff owes

her substantial sums of money to repair the works done by the Plaintiff, and which is more fully contained in the counter-claim annexed hereto.

6. The Defendant denies the content of **paragraph 6** of the Particulars of Claim for the reasons stated above.
7. The Defendant admits that she has failed to make payment of the sum of R 126 135.50 as stated in **paragraph 7** of the Particulars of Claims but denies that she was under any obligation to pay this amount to the Plaintiff for the reasons stated above.
8. Whilst the Defendant notes **prayers (a) to (b)** of the Particulars of Claim, she expressly denies the Plaintiff's entitlement to **prayer (c)** of the Particulars of Claim as no claim has been established on the papers enabling the Plaintiff to Claim attorney-client costs. In amplification thereof, the Defendant pleads that:
 - 8.1. She understands that attorney-client costs are awarded as a punitive cost order against any party for their alleged wrong-doing.
 - 8.2. Defendant once again reaffirms that she was not in default, was not obliged to make payment to the Plaintiff of the amount claimed and has a valid counterclaim to the Plaintiff's claim.
 - 8.3. The terms and conditions attached to the quotations annexed to the Particulars of Claim makes no provision for attorney-client costs and thus there is no basis in law to claim such costs.

WHEREFORE Defendant prays that the Plaintiff's claim be dismissed with costs.

DATED AT CAPE TOWN THIS 03rd THE DAY OF MAY 2020.

TIEFENTHALER ATTORNEYS INC

Per: 

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KUILSRIVER

TO: THE CLERK OF THE COURT
Magistrates Court
KUILSRIVER

AND TO: FPS ATTORNEYS
Attorneys for the Plaintiff
8 Gert Kotze Street
BRACKENFELL
(REF: LL/nh/MAT1814)

**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILSRIVER
HELD AT KUILSRIVER**

Case Number: **863/2020**

In the matter between: -

SEALTEK CAPE (PTY) LTD

Plaintiff

And

SONET FITCHAT

Defendant

DEFENDANTS' COUNTERCLAIM

1. Defendant is the Plaintiff in Reconvention and Plaintiff is the Defendant in Reconvention but for the purposes of convenience the parties are referred to as in convention.
2. As per paragraph 5 of the Defendant's plea, the Defendant maintains that the Plaintiff failed to complete the building works in a manner consistent with what one would expect of a reasonable building contractor, or at all. Accordingly, the Defendant intends claiming from the Plaintiff various sums of money in respect of damages to her property and the cost to repair the work allegedly done by the Plaintiff, as more fully addressed herein below.

Claim A:

3. Due to the Plaintiff's failure to properly perform the works that it was employed to do on the Defendant's property, reasonably or at all, substantial repairs need

to be conducted thereon, the costs of which the Defendant intends holding the Plaintiff liable for, in particular -

3.1. The Plaintiff, for reasons unknown to Defendant, placed cement between the joints of the boundary wall, which they should not have done as cement does not allow for the expansion of the joints as is required. Due to the joints having been left unsightly, the Plaintiff was requested to redo them. Despite the Plaintiff claiming to have used another substance to neaten the joints, they were again left unsightly. An unknown product was also used in many corners of the boundary walls, which cracked and changed colour within three (3) months of it being inserted therein. The Plaintiff therefore either failed to apply the correct product and/or in the correct manner in respect of the joints and corners of the boundary wall. Accordingly, the works will need to be redone, the cost of which shall be for the Plaintiff's account.

R 7 603.20

(see section "Expansion Joints" in annexure "CC1" attached hereto)

3.2. The Defendant has obtained an independent third-party building contractor to quote for the works that needs to be repaired and/or redone as listed in paragraph 5 of the Defendant's Plea. The Defendant avers that the Plaintiff remains liable for the costs to repair the works as it failed to complete and/or attend to the works as would be required of a reasonable and duly qualified building contractor.

R 175 361.50

(see section "Joint sealing – Windows & Door" in annexure "CC1" and the entire "CC2" attached hereto)

3.3. The amount therefore claimed by the Defendant as against the Plaintiff in respect of Claim A is the sum of **R 182 964.70**.

Claim B:

4. The Plaintiff, due to its failure to take the necessary reasonable steps to ensure that the Defendant's property was not damaged, has caused damage to the following property of the Defendant, to which she is entitled to reimbursement from the Plaintiff:

4.1. The Plaintiff failed to repair a leaking tap damaged by themselves, which resulted in the Defendant having to call in the services of a plumber to correct, the approximate cost of which is for the Plaintiff's account.

R 520.00

(see annexure "CC3" attached hereto)

4.2. The string cords attached to one blind were completely ripped off by an employee of the Plaintiff, resulting in the said blind needing to be replaced (and not simply repaired).

R 525.00

(see annexure "CC4" attached hereto)

4.3. Due to the Plaintiff failing to cover the lounge suite in the living area when they attended to the sanding of the walls, substantial grime penetrated the couch cushions, which needed to be professionally cleaned, the cost of which is for the Plaintiff's account.

R 450.00

(see annexure "CC5" attached hereto)

4.4. The Plaintiff failed to cover the electrical cables where the outside lanterns were removed prior to the painting of the outside walls. The result is that the cables are now rigid and will have to be properly cleaned prior to the new light fittings being installed, the cost of which will be for the Plaintiff's account.

R 1 000.00

(see annexure "CC6" attached hereto)

4.5. The Plaintiff caused small tears to the top of the Defendant's brand-new JoJo tank and left cement smears on its back. The Plaintiff also lost the two (2) clips to the JoJo tank, which will need to be replaced, the estimated cost of which is **R 300.00**
(see annexure "CC7" attached hereto)

4.6. The Plaintiff failed to take the necessary precautions to cover the water filtration system when it was working in the scullery, resulting in it becoming clogged with dust and Polyfilla and being rendered useless for its intended purpose. The cost to repair the water filtration system is therefore for the Plaintiff's account. **R 465.75**
(see annexure "CC8" attached hereto)

5. The Plaintiff, without the Defendant's consent, sought to remove the following items from her property to which she is entitled to reimbursement:

5.1. The tap lock on the outside front tap **R 139.00**

5.2. The padlock on the tap lock **R 195.00**

5.3. An old but functional hosepipe that the Plaintiff saw fit to discard **R 1 150.00**

5.4. The Defendant's fully functioning doorbell **R460.00**

(see annexure "CC9" attached hereto)

6. The Plaintiff, without the Defendant's consent, used the following items contained on the Defendant's property, which it subsequently broke or rendered it no longer fit for its intended purpose, and for which she is entitled to reimbursement from the Plaintiff:

6.1. The cost of a broom rendered useless after the Plaintiff utilised same.

R 88.00

6.2. The swimming pool net was used to remove rubble from the pool, resulting in the plastic rim of the inner net breaking and the inner net tearing.

R 90.00

(see annexure "CC10" attached hereto)

6.3. The use of the Defendant's brand-new hosepipe which the Plaintiff damaged through its use of same.

R 1 150.00

(see annexure CC9 above)

6.4. The Plaintiff broke the outside hosepipe connector on the tap, which caused water to flow out the top after the Plaintiff had utilised same.

R 22.00

(see annexure CC9 above)

6.5. The Plaintiff failed to take the necessary precautions to ensure that the pool was in working condition after the Plaintiff's construction process was complete; instead the Plaintiff allowed construction rubble and sand to enter and remain in the pool, which rendered the pool's pump system in a non-functional state - damage would have been caused to the pool system if the rubble was allowed to circulate through the system. The pool had to be professionally cleaned, and the water quality stabilised again since the pump could not be switched on, due to both the rudimentary u-bend installed by Plaintiff and the rubble which made it unsafe and indeed impossible to switch the pool's pump on.

R 4 800.00

(see annexure "CC11" attached hereto)

7. The amount therefore claimed by the Defendant as against the Plaintiff in respect of Claim B is the sum of **R11 354.75**.

Claim C:

7.1. The Defendant enjoys further claims as against the Plaintiff, which are as follows:

7.1.1. The Plaintiff arranged for Durbanville Cleaning Service to attend to the property in to order to clean same. However, due to the house not being ready on the prearranged date, it was agreed between the Plaintiff's representative and the Defendant that the cleaning service would attend the property at a later date. The Plaintiff has now refused to pay the cost of the cleaning service because it was delayed by mere days. The Defendant is however of the view that as the Plaintiff was aware of the delay, and the fact that the cleaning was actually attended to, the Plaintiff shall bear the cost of such cleaning service. **R 1 500.00**

(see annexure "CC12" attached hereto)

7.1.2. Due to the Plaintiff having removed the overflow pipe from the JoJo tank, the Defendant had to purchase a new connection to the said tank, which included a new tap and hosepipe, the costs of which shall be for the Plaintiff's account. **R 2 728.00**

(see annexure "CC9c" above)

7.1.3. The Plaintiff saw fit to do unauthorised work on the Defendant's solar heating pipes that they had, with the Defendant's consent, removed from the Defendant's roof. Despite being specifically instructed to cut off the solar heating pipes above ground, in order that a qualified pool company could be called in to do further works thereon, the Plaintiff

cut off the pipes underground, attached a rudimentary u-bend to the pipes and then attended to cover it with sand. The result was that had the Defendant not been present the first time she switched on the pool pump; the entire pool would have drained as a direct result of the improper workmanship of the Plaintiff. A pool company had to be subsequently called in to repair the issues caused by the Plaintiff, the cost of which is for the Plaintiff's account. **R 650.00**
(see annexure "CC11" above)

7.1.4. The Plaintiff failed to remove all its rubble from the Defendant's property after completing the building work, and instead placed it in the Defendant's garden and on her lawn. The Defendant, therefore, at her own expense had to arrange for this removal, the costs of which she intends holding the Plaintiff liable for. **R 6 000.00**
(see annexure "CC13" attached hereto)

7.1.5. The failure of the Plaintiff to adequately store the rubble on the Defendant's property directly caused the Defendant's grass to die. The cost to replace the grass is therefore most certainly for the Plaintiff's account. **R 5 000.00**
(see highlighted portion of annexure "CC14" attached hereto)

7.1.6. The Plaintiff, despite being fully aware that it had broken a tap on the Defendant's property and that the tap was leaking, only saw it fit to repair the said leak some 24 (twenty-four) hours later. Also, and once again, despite the Plaintiff being aware that the jacuzzi leaked, placed the pool water into the said jacuzzi, resulting in a large amount of water being wasted. The result was that the Defendant had to bear the cost of the all the water wastage, which it seeks to hold the Plaintiff liable for, the estimation of which is **R 400.00**

7.1.7. Due to the numerous quality and other issues noted by the Defendant (being a laywoman), she employed the services of an expert building consultant to evaluate the works and workmanship employed by the Plaintiff. During the course of the investigation, a number of issues were raised as to the works completed, or failed to be completed by the Plaintiff, despite its assurances otherwise. It is therefore the Defendant's contention that had the Plaintiff attended to the works as one would expect of a reasonable building contractor, the Defendant would not have had to bear the cost to employ an expert building consultant. Accordingly, the cost of this expert is for the Plaintiff's account.

R 10 880.15

(see annexure "CC15" attached hereto)

8. The amount therefore claimed by the Defendant as against the Plaintiff in respect of Claim C is the sum of **R 27 158.15**.

WHEREFORE Defendant claims for: -

- (a) Payment of the sum of **R 182 964.70** in respect of Claim A;
- (b) Payment of the sum of **R 11 354.75** in respect of Claim B;
- (c) Payment of the sum of **R 27 158.15** in respect of Claim C;
- (d) Interest thereon at the rate of 10 % per annum *a temporae morae*;
- (e) Cost of suit;
- (f) Further and/or alternative relief.

DATED AT CAPE TOWN THIS THE 03rd DAY OF MAY 2020.

TIEFENTHALER ATTORNEYS INC

Per: 

Laverne Portellas

Attorneys for the Defendant

Block B, Second Floor, Unit B3, Estuary
Estates, 3 Oxbow Crescent, The
Estuaries,

CENTURY CITY

Phone: 021-065 0183

E-mail: laverne@constructionlaw.co.za

Ref: LP/Fitchat

c/o

MARAIS MULLER YEKISO INC

Marais Muller Building

58 Van Riebeeck Road

KUILSRIVER

TO: **THE CLERK OF THE COURT**
Magistrates Court
KUILSRIVER

AND TO: **FPS ATTORNEYS**
Attorneys for the Plaintiff
8 Gert Kotze Street
BRACKENFELL
(REF: LL/nh/MAT1814)

QUOTATION

Sonet Fitchat
91 Frangipani street
Kleinbron Estate
CAPE TOWN

Date
4 Mar 2020

Expiry
27 Mar 2020

91 Frangipani - Repairs

Item	Description	Quantity	Unit Price	Amount ZAR
External Painting	PRICED PER UNIT EXTERNAL GATES (BOTH SIDES) 1) Clean and prepare all surfaces 2) Apply 1 x coat plastic primer to cladding 3) Apply 1 x coat zink primer to galvanized frames 4) Apply 2 x top coats PROMINENT select sheen COLOUR TO MATCH REVEALS	2.00	950.00	1,900.00
External Painting	PRICED PER UNIT GARAGE DOOR (ONE SIDE) 1) Clean and prepare all surfaces 2) Apply 1 x coat plastic primer to cladding 3) Apply 2 x top coats PROMINENT select sheen COLOUR TO MATCH REVEALS	1.00	1,850.00	1,850.00
External Painting	PRICED AS UNIT DOWN-PIPES 1) Clean and prepare all surfaces 2) Apply 1 x coat plastic primer to down-pipes 3) Apply 2 x top coats PROMINENT select sheen COLOUR TO MATCH MAIN HOUSE	1.00	1,850.00	1,850.00
Gutter Repairs	PRICED AS UNIT 1) Repair gutter to front "stoep" 2) Remove and refit top garden gutters to higher level 3) Remove damaged inspection eye in top garden, replace with new 4) Remove gutter bracket from front door section	1.00	2,750.00	2,750.00
Plaster Repairs	PRICED PER LINEAR METER PLASTER BAND TO BOUNDARY WALL - SOUTH WALL + COURTYARD 1) Supply and install new plaster band to complete	35.00	175.00	6,125.00

Item	Description	Quantity	Unit Price	Amount ZAR
	boundary wall using mixture of PPC cement & Phillippi sand			
External Painting	PRICED PER SQUARE METER BOUNDARY WALL SECTIONS - ALL ROUND 1) Clean and prepare all surfaces 2) Fill all cracks, exceeding 2mm in width, with cementitious filler, (SIKA or equivalent) sand down 3) Treat all smaller "veining" with PROMINENT Fibre-force 4) Apply 1 x spot primer on repairs and plaster work 5) Apply 2 x top coats PROMINENT SELECT SHEEN	72.00	95.00	6,840.00
Expansion Joints	PRICED PER LINEAR METER BOUNDARY WALL - SWIMMING POOL TOTAL OF 11 COLUMNS = 22 JOINTS 1) Rake out all incorrect materials from joint areas 2) Clean and prepare joints 3) Supply and install SABS approved backing chord to joints, (where necessary) 4) Supply and install new Polyurethane joint sealant, (SIKA or ABE equivalent)	39.60	192.00	7,603.20
Weep Holes	PRICED PER UNIT 1) Clean all existing weep-holes 2) Supply, install and seal new weep-hole covers to exterior walkway walls	23.00	75.00	1,725.00
Joint sealing - Windows & Door	PRICED PER UNIT ALL EXTERIOR WINDOWS 1) Rake out all incorrect materials from joint areas 2) Clean and prepare joints 3) Supply and install new Polyurethane joint sealant, (SIKA or ABE equivalent)	22.00	485.00	10,670.00
External Painting	PRICED PER SQUARE METER BRAAI AREA - APPROXIMATELY 29 SQM 1) Clean and prepare all surfaces 2) Fill all cracks, exceeding 2mm in width, with cementitious filler, (SIKA or equivalent) sand down 3) Treat all smaller "veining" with PROMINENT Fibre-force 4) Apply Spot primer where applicable 5) Apply 2 x top coats	29.00	95.00	2,755.00
Building Works	PRICED AS UNIT 1) Remove section of bricks from driveway 2) Remove and re-instate brickwork with new cement to various plant bedding's	1.00	1,100.00	1,100.00
Waterproofing Repairs	PRICED AS UNIT AROUND 2 X CHIMNEYS 1) Strip and remove existing and failed waterproofing to valley and vent pipes 2) Supply and install MAPEI Aqua-defense and membrane to all previously removed sections 3) Supply and install SIKA-MASTIK to all detailing around vent sections 4) Install WP cover to 1 x chimney	1.00	2,250.00	2,250.00

Item	Description	Quantity	Unit Price	Amount ZAR
Waterproofing Repairs	PRICED PER LINEAR METER GULLY 1) Strip and remove existing and failed waterproofing to valley 2) Supply and install MAPEI Aqua-defense and membrane to all previously removed sections 3) Supply and install SIKA-MASTIK to all detailing	1.00	430.00	430.00
19mm Garden Stone	PRICED PER CUBIC METER DELIVERED 1) Supply and lay new 19mm yellow garden stone Approximately 2 cubes	2.00	2,900.00	5,800.00
P's & G's	Can be broken down for the following: 1) Site establishment 2) Site toilet 3) Skip for rubble 4) Transport for duration of works 5) Consumables i.e. Marley rolls, cleaning products etc	1.00	4,500.00	4,500.00

Subtotal 58,148.20

TOTAL VAT 8,722.23

TOTAL ZAR 66,870.43

" CC 2 "

QUOTATION

Sonet Fitchat
91 Frangipani street
Kleinbron Estate
CAPE TOWN

Date
6 Apr 2020

Expiry
6 May 2020

Quote Number

VAT Number

91 Frangipani - Quotation 2 - Remedial work

Item	Description	Quantity	Unit Price	Amount ZAR
Paint Removal	PRICED PER SQUARE METER MAIN DWELLING EXTERIOR WALLS ONLY 1) Scrape off and remove all existing textured paint from exterior walls to main dwelling 2) Discard all rubble from site	312.00	105.00	32,760.00
External Painting	PRICED PER SQUARE METER MAIN DWELLING EXTERIOR WALLS ONLY 1) Clean and prepare all surfaces 2) Fill all cracks, exceeding 2mm in width, with cementitious filler, (SIKA or equivalent) sand down 3) Treat all smaller "veining" with PROMINENT Fibre-force 4) Apply 1 x primer coat - PROMINENT 5) Apply 2 x top coats - PROMINENT SELECT SHEEN	312.00	95.00	29,640.00
Joint sealing - Windows & Door	PRICED PER LINEAR METER 23 WINDOWS - INTERIOR ONLY 5 LINEAR PER WINDOW 1) Rake out all incorrect materials from joint areas 2) Clean and prepare joints 3) Supply and install new Polyurethane joint sealant, (SIKA or ABE equivalent)	115.00	65.00	7,475.00
Waterproofing Repairs	PRICED PER UNIT DAMAGED ROOF TILES - 20 1) Strip and Clean affected area 2) Supply and install MAPEI Aqua-defense and membrane to all affected sections 3) Supply and install SIKA-MASTIK to all detailing around detailing	20.00	285.00	5,700.00
Waterproofing Repairs	PRICED PER UNIT CHIMNEY AREA	1.00	3,800.00	3,800.00

Item	Description	Quantity	Unit Price	Amount ZAR
	1) Strip and remove existing incorrect flashing and biddum waterproofing 2) Supply and install new zinaloom side wall flashing 3) Supply and install MAPEI Aqua-defense and membrane to all previously removed sections 4) Supply and install SIKA-MASTIK to all detailing around vent sections 5) Investigate and repair two cavities			
Paint Removal	PRICED PER SQUARE METER BOUNDARY WALLS - ONE SIDE ONLY	126.00	105.00	13,230.00
	1) Scrape off and remove all existing textured paint from exterior walls to main dwelling 2) Discard all rubble from site			
External Painting	PRICED PER SQUARE METER COMPLETE BOUNDARY WALLS - ALL ROUND - 70 Linear meters x 1.8m	126.00	95.00	11,970.00
	1) Clean and prepare all surfaces 2) Fill all cracks, exceeding 2mm in width, with cementitious filler, (SIKA or equivalent) sand down 3) Treat all smaller "veining" with PROMINENT Fibre-force 4) Apply 1 x primer coat - PROMINENT 5) Apply 2 x top coats - PROMINENT SELECT SHEEN			
Waterproofing Repairs	PRICED PER LINEAR METER TOPS OF BOUNDARY WALLS	70.00	128.00	8,960.00
	1) Clean and prepare surfaces 2) Supply and apply 2 x coats PROMINENT Fibre-Force to all previously prepared surfaces			
Building Works	PRICED AS UNIT EXTERIOR STEPS	1.00	11,800.00	11,800.00
	1) Remove existing sliding door - set aside 2) Excavate and remove existing steps 300mm into interior slab - discard all rubble from site 3) Supply and install re-reinforcement mesh from interior leading out to landing 4) Lay new foundations 5) Back-fill landing area and compact 6) Construct new steps with ROK bricks and mortar 7) Plaster all newly built areas 8) Apply new screed to newly constructed landing, flowing into interior 300mm 9) Supply and install new zinaloom waterproof sill under sliding door threshold 10) Apply SIKA latex waterproofing to newly installed sill 11) Re-instate sliding door 12) Apply new joint sealer around sliding door			
Waterproofing Repairs	PRICED AS UNIT EXTERNAL BRAAI AREA	1.00	4,800.00	4,800.00
	1) Strip and remove existing and failed waterproofing to top walls of chimney 2) Supply and install MAPEI Aqua-defense and membrane to all previously removed sections 3) Supply and install SIKA-MASTIK to all detailing			
External Painting	PRICED PER UNIT 2 X COWLINGS	2.00	1,850.00	3,700.00

Item	Description	Quantity	Unit Price	Amount ZAR
	1) Clean and prepare all surfaces 2) Treat all exposed metal areas with rust prevention 3) Apply 1 x coat of NS-5 anti-rust coat 4) Apply 2 x coats matt black, HIGH HEAT coating			
Paving Repairs	PRICED PER SQUARE METER	25.00	195.00	4,875.00
	1) Clean out all loose debris and grouting from paving area 2) Supply and install new slurry mix cement grouting 3) Wash off and clean area 4) Apply 2 x coats TFC Natural stone sealer MATT FINISH			
P's & G's	Can be broken down for the following:	1.00	4,500.00	4,500.00
	1) Site establishment 2) Site toilet 3) Skip for rubble 4) Transport for duration of works 5) Consumables i.e. Marley rolls, cleaning products etc			

Subtotal	143,210.00
TOTAL VAT	21,481.50
TOTAL ZAR	164,691.50

" CC 3 "

Tax Invoice	
Date	24/10/2019
Page	1
Document No	

Theo fitchat
91 Frangipani Road
KleinBron Estate

Deliver to
Theo fitchat

Account	Your Reference	Tax Exempt	Client VAT No	Sales Code	Exclusive
THE002		N			

Code	Description	Quantity	Unit	Unit Price	Disc%	Tax	Nett Price
------	-------------	----------	------	------------	-------	-----	------------

INS001	Unblock drain with re fitment of outside tap			1 100.00		0.00%	1 100.00
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Sub Total		1 100.00
Discount @	0.00%	0.00
Amount Excl Tax		1 100.00
Tax		0.00
Total		1 100.00

Transaction Details

24/10/2019	Internet Banking Payment	1 100.00	
From account details		To account details	
From my account	1527253439	My beneficiary name	
Description		Current account	
Posting date:	24/10/2019	Transaction date:	24/10/2019
Type:	Payment	Capitec Reference:	618246
Notification sent to		Fee:	1 00

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BLINDS > VENETIAN BLINDS >
VENETIAN BLIND - BRONZE (25 X 1200 X 1600MM)

Venetian Blind - Bronze (25 x 1200 x 1600mm)

419239

R525 each

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R525 each

0 reviews

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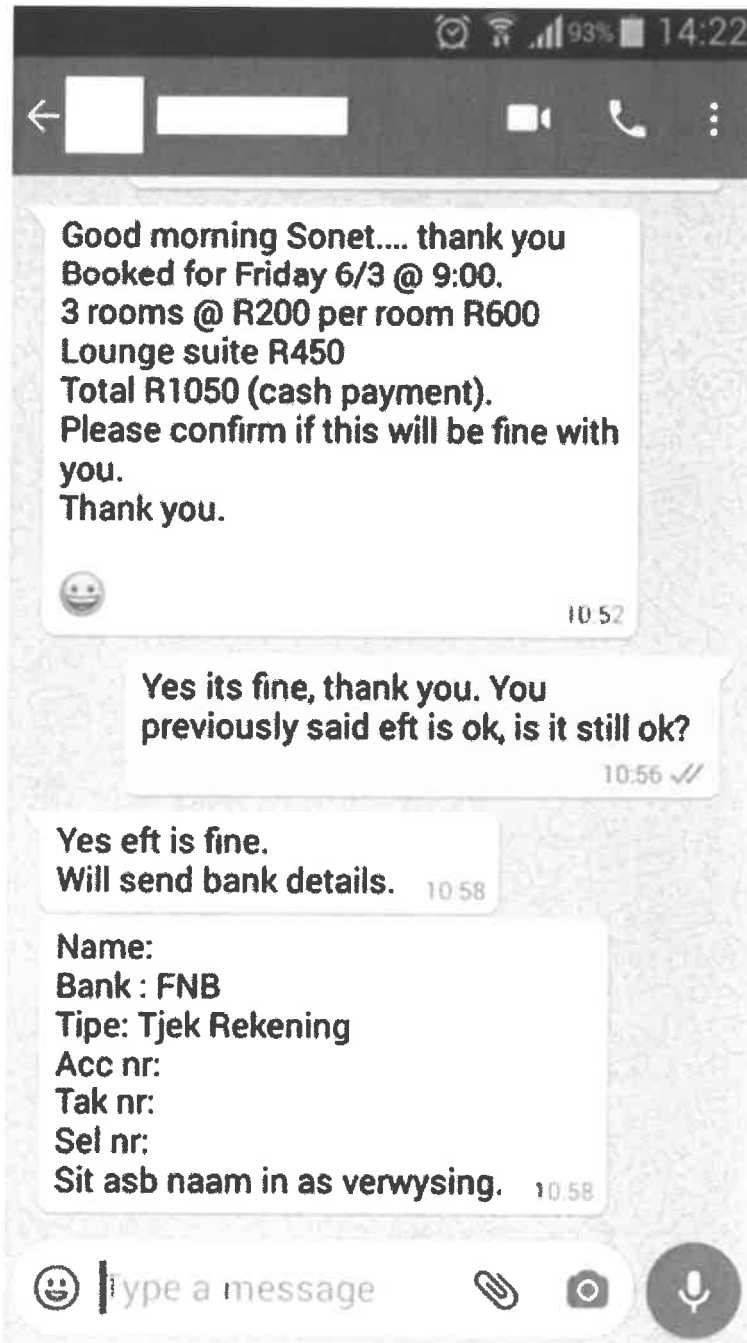
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Dear Sir/Madam

Please take note that SONET FITCHAT made a payment to your account.

The payment details are as follows:

Payment Notification

Notification number 946993
Payment date 6 March 2020

To account details

Beneficiary name
To account
Bank name First National Bank
Branch
Amount R1 050.00
Description S. Fitchat

IMPORTANT NOTES:

Payments made BEFORE 02:00 PM Monday to Friday, or BEFORE 09:00 AM on a Saturday should reflect in the beneficiary account the following business (work) day.

Payments made AFTER 02:00 PM Monday to Friday, or AFTER 09:00 AM on a Saturday, or on a Sunday, or on a public holiday should reflect in the beneficiary account within 2 business (work) days.

This is a notification that we received instruction to effect a payment and not a representation of any kind or guarantee that the amount has in fact been transferred or shall be available in the account. The processing of the payment may be delayed, which may impact on the timing of the availability of the funds.

Internet Banking Services

"CC6"

For Attention: Teo & Sonet

11/9/19

QUOTATION FOR ELECTRICAL WORK

General: a) Repair plug. No power.
 b) Repair open wiring.

Total Cost: R1350.00

Thank you for giving us the opportunity to quote.

**This quotation is valid for 10 working days;
Any defects missed or work still to be done(extra's) will be brought, to
your attention.(Illegal wiring,Open connections and method of installation
according to SANS 101412.)
No responsibilities will be taken for any defective appliances.
60% Deposit to be made before commencement of work.**

Kind Regards

I hereby accept for the electrical quote dated **20 November 2019** and to be carried out at **91 Frangipani Rd, Kleinbron Estate.**

NAME IN FULL:

SIGNATURE:

DATE:

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WATER TANK ACCESSORIES ›
JOJO TANKS JJL480.2 LID AND FILTER SCREEN E-CLIPS - BLACK

JoJo Tanks JJL480.2 Lid and Filter Screen E-Clips - Black

618729

R25 each

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R25 each

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- QUOTE DATE - 19.11.2019

CUSTOMER - THEO FITCHAT
 ADDRESS LINE 1 - 91 FRANGIPANI STREET
 ADDRESS LINE 2 - KLEINBRON ESTATE
 POSTAL CODE - BRACKENFELL, 7560
 CONTACT NUMBER - SONET - 060 340 1315
 EMAIL ADDRESS - theo@cluedapp.co.za
 CUSTOMER VAT NUMBER -

PURCHASE ORDER NO. -

PRODUCT CODE	DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE	Disc %	VALUE	VAT	TOTAL
FROST	CERAMIC FILTER	1	160,00	160,00	0,00	160,00	24,00	184,00
FROST	CARBON FILTER	1	165,00	165,00	0,00	165,00	24,75	189,75
FROST	MINERAL STONES	1	80,00	80,00	0,00	80,00	12,00	92,00
		0	0,00	0,00	0,00	0,00	0,00	0,00
		0	0,00	0,00	0,00	0,00	0,00	0,00
		0	0,00	0,00	0,00	0,00	0,00	0,00
		0	0,00	0,00	0,00	0,00	0,00	0,00
	DELIVERY & INSTALLATION	0	0,00	0,00	0,00	0,00	0,00	0,00
						405,00	60,75	465,75

Notes

TERMS - EFT
 DELIVERY - TO BE DELIVERED TO ABOVE ADDRESS
 WARRANTY - 1 YEAR WALK IN WARRANTY. FILTERS AND MISUSE OF TAPS DOES NOT FALL UNDER WARRANTY
NO RETURNS AFTER 30 DAYS

UNTIL PAID FOR IN FULL.

BANKING DETAILS :
 BANK - FNB
 ACCOUNT NUMBER -
 BRANCH CODE -

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BUILDERS WAREHOUSE
Rep No: 2004/035206/07

ORIGINAL*ORIGINAL
Builders Warehouse Cape Gate CASH SALE
C/O Okavango road and Marlboro C2197738
Cape Gate 2019/10/27
Tel: 0860 008 925
Tel: 0860 284 533

TAX INVOICE V.A.T REG. NO: 4720218876
CASHIER: NICOLE RYHOAARD*CASHIER*
TILL NO: 0015

CASH CUSTOMER

Tel:

TAKE WITH
C/FAST 1x CONN BLISTER 19MM GRV
590755355240
1.00x 22.00 22.00 T1
Subtotal: 22.00
Discount: 0.00
Total>>>: 22.00
(T1 = VAT@ 15.00%); 2.87
(T0 = VAT@0%, Non Supply & VAT Exempt)

CRCARD 22.00
Card-No: *****3011
Time: 10:37:02 *****1.000 ITEM/S

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Builders Tap Lock - Red

389734

R139 each

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PADLOCKS › YALE 40MM LAMINATED PADLOCK

Yale 40mm Laminated Padlock

220425

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Masebulld (Pty) Limited, T/A
BUILDERS WAREHOUSE
Reg No: 2004/035206/07

ORIGINAL*ORIGINAL

Builders Warehouse Cape Gate CASH SALE
C/O Dikweng road and Marico 72195022

Cape Gate
Tel: 0800 008 925
Tel: 0800 284 533

2019/10/25

TAX INVOICE V.A.T REG. NO: 4720218626
CASHIER: STINEPHO SKEFILE+CASHIER
TILL NO: 0013

CASH CUSTOMER

Tel:

-v- TAKE WITH -v-
GARDENA BLISH PULL 12.5MM 6015
4078500124547
1.00x 110.00 110.00 T1

-v- TAKE WITH -v-
CARRIER BAG
6002871010366
1.00x 0.59 0.59 T1

-v- TAKE WITH -v-
GARDEN HOSE BIN TAP PLASTIC-3/4X3/4 BRN
6002871010366
2.00x 76.00 152.00 T1

-v- TAKE WITH -v-
TANK TAP BRONZE PLASTIC 40/20
6009590822671
2.00x 28.00 56.00 T1

-v- TAKE WITH -v-
HIGH FLEX HOSE 12MMX20M BLK/GREY/DRAN
407850001915
2.00x 1150.00 2300.00 T1

-v- TAKE WITH -v-
NESTLE CHOCOLATE LOG 40G
600106892708
2.00x 10.50 21.00 T1

Subtotal: 2639.59
Discount: 0.09
Total>>>: 2639.50
(T1 = VAT@ 15.00%) 344.29
(T0 = VAT@0%, Non Supply & VAT Exempt)

DEBIT-CARD 2639.50
Card-No: *****5738
Time: 15:25:06 *****10.000 ITEM/S

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Gentech Wireless Door Chime and 2 Receivers

634820

R460 each

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R460 each

[0 reviews](#)

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ACADEMY BRUSHWARE F3361 LUX SOFT BROOM

Academy Brushware F3361 Lux Soft Broom

9078

R88 each

NO STORE SELECTED ⇒ SELECT NEAREST STORE

R88 each
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SELECT A STORE
Select a store to view availability >

- ✔ We have paused deliveries and collections until after lockdown - If you're an essential services provider, contact us - we can help you
- ✔ You can still order online - Delivery and Collection after lockdown
- ✔ Plan your projects whilst you're locked down
- ✔ Visit our blog for great projects

Chat now



Are you an Essential Service Provider?

⇌ Select nearest store



YOU ARE HERE > HOME > OUTDOOR > POOL > POOL CLEANERS & SPARES > POOL SKIMMERS > HTH LEAF RAKES

HTH Leaf Rakes

43836

R90 each

NO STORE SELECTED

⇌ SELECT NEAREST STORE

R90 each

0 reviews

📍 SELECT A STORE

Select a store to view availability >

- ✔ We have paused deliveries and collections until after lockdown - If you're an essential services provider, contact us - we can help you
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[blog.builders.co.za](#)



Are you an Essential Service Provider?

QUOTE

07 Nov 2019

" CC 11 "

91 Frangipani Street, Kleinbron Estate
, Western Cape, 7560

ATT : Mrs. Sonet Fitchat

Quote Item	Quantity	Unit Cost	Item Total
Clean swimming pool and balance water chemistry. <i>Please note that this will include a number of visits and the process can take a few weeks to complete. There will be water loss as part of this process. Please ensure that the water level is as high as possible before the cleaning process starts and topped up in between visits. This quotation does not include the removal of any possible stains. THIS QUOTE ITEM IS VALID FOR 5 DAYS DUE TO FURTHER DETERIORATION OF THE SWIMMING POOL.</i>	1.00	4800.00	4800.00
Repair underground leak on solar pipe	1.00	650.00	650.00
PAYMENT TERMS:	1.00	0.00	0.00

DISCOUNT <i>A discount of 5% on the quoted amount will be given if the quotation is paid in full via EFT payment prior to the work being scheduled.</i>	1.00	0.00	0.00
---	------	------	------

Account Name :	Branch Code :	Account Number:
Bank Name : ABSA	Account Type: Current	Payment Reference:

Total Excl. VAT	R 4739.13
Total VAT	R 710.87
Total	R 5450.00



Simplicity is the ultimate
sophistication

Dear Sir/Madam

Please take note that SONET FITCHAT made a payment to your account.

The payment details are as follows:

Payment Notification

Notification number 100144
Payment date 8 November 2019

To account details

Beneficiary name
To account
Bank name ABSA Bank
Branch
Amount R3 815.00
Description Fitchat

IMPORTANT NOTES:

Payments made BEFORE 02:00 PM Monday to Friday, or BEFORE 09:00 AM on a Saturday should reflect in the beneficiary account the following business (work) day.
Payments made AFTER 02:00 PM Monday to Friday, or AFTER 09:00 AM on a Saturday, or on a Sunday, or on a public holiday should reflect in the beneficiary account within 2 business (work) days.

This is a notification that we received instruction to effect a payment and not a representation of any kind or guarantee that the amount has in fact been transferred or shall be available in the account. The processing of the payment may be delayed, which may impact on the timing of the availability of the funds.

Internet Banking Services



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sophistication

Dear Sir/Madam

Please take note that SONET FITCHAT made a payment to your account.

The payment details are as follows:

Payment Notification

Notification number	639338
Payment date	25 November 2019

To account details

Beneficiary name	
To account	
Bank name	ABSA Bank
Branch	
Amount	R1 635.00
Description	Fitchat

IMPORTANT NOTES:

Payments made BEFORE 02:00 PM Monday to Friday, or BEFORE 09:00 AM on a Saturday should reflect in the beneficiary account the following business (work) day.
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Internet Banking Services

Account Statement

24 Nov 2019

Customer : Mrs. Sonet Fitchat

Date	Description	Debits	Credits	Balance
22/11/2019	Pmt Received on 08 Nov 2019 - Thank you		3815.00	-3815.00
24/11/2019	Invoice(MT8132INV1) - 91 Frangipani Street	5450.00		1635.00
			Account Balance	R 1635.00

Account Name : ABSA

Bank Name :

Branch Code :

Account Type: Current

Account Number:

Payment Reference:

Invoice

"CC 12"

Durbanville Cleaning Services
21 Bishop Crescent
D'Urbanvale
Cape Town



7550
VAT No:

Number: INV0000236
Date: 22/10/2019
Page: 1/1
Reference:
Sales Rep:
Due Date: 31/10/2019
Discount: 0.00%

Cash Sale
Sonet Roodt
91 Frangapani straat
Kleinbron Estate

Total Due: R 1,500.00

Customer VAT No:

Description	Quantity	Price	Total
SC M - Spring Clean Medium	1.00	R 1,500.00	R 1,500.00

Notes:
Nedbank
Durbanville Cleaning Services
Account number 1192138082
Branch code 198765
Business account / current account
Swift code NEDSZAJJ

Total Discount: R 0.00
Total Exclusive: R 1,500.00
Total VAT: R 0.00
Sub Total: R 1,500.00

Please use your invoice number and surname/company name as the reference.

Total Due: R 1,500.00



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Dear Sir/Madam

Please take note that SONET FITCHAT made a payment to your account.

The payment details are as follows:

Payment Notification

Notification number 873037
Payment date 23 October 2019

To account details

Beneficiary name Huis - Durbanville Cleaning Services
To account 1192138082
Bank name Nedbank
Branch 198765
Amount R1 500.00
Description Sonet

IMPORTANT NOTES:

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Internet Banking Services

"C13"

ORDER 61

Name: Date: 07/02/10

to: 41 FRANKFURT
BRANKFURT

PLEASE SUPPLY the undermentioned Goods per

To be accompanied by invoice or Delivery Note bearing above Order No.

Quantity	Description	Unit Price
2	LUBRIC OIL	200000
	LUBRIC FERTILIZER	200000
S		
Total		400000

* Unit Price Inclusive / Exclusive of V.A.T. Specify which if not applicable.

R. J.

ORDER

66

Post [Redacted]

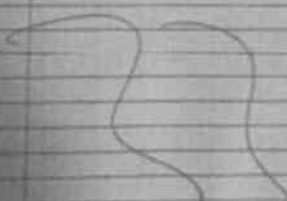
10/04/20

2.91 [Redacted]
[Redacted]

[Redacted]

PLEASE PRINT ALL INFORMATION ON THIS ORDER

It is recommended for records or Delivery note bearing above Order No.

Quantity	Description	Unit Price
1	RUBBLE MIX	R150000
	RUBBLE SAND	R150000
		
TOTAL		£270000

PLEASE PRINT ALL INFORMATION ON THIS ORDER

[Signature]

ACCOUNT NAME: Mr & Mrs Fitchat

ADDRESS: 91 Frangipani Str
Klein Bron Estate
Brackenfell, 7560

VAT REG. NO:

DATE: 25th March 2020

TAX INVOICE NO:

.....
IN THE MATTER : MR & MRS FITCHAT | SEALTEK

To time spent perusing emails; quotations; specifications; scope of works, before
visiting the site 0.25 hrs R 625.00

23.03.2020

Travel to/from Klein Bron Estate 67 kms R 536.00

To time spent travelling at Minimum Nominal Rate R 800.00

To time spent on site in consultation; performing cursory visual inspection of painted
surfaces; inspect roof coating and chimneys and test for moisture in walls using a
Proti-meter 3 hours R 7,500.00

24 & 25.03.2020

To time spent perusing your emails; video and photos. Fee waived

To time spent replying to your emails Fee waived

Send photos by email Fee waived

Sub-Total R 9,461.00

Add VAT @ 15% R 1,419.15

TOTAL NOW DUE AND PAYABLE R10,880.15

TERMS: *Please note, payment is due and payable upon receipt of this invoice.
Thank you.*



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Dear Sir/Madam

Please take note that SONET FITCHAT made a payment to your account.

The payment details are as follows:

Payment Notification

Notification number 161512
Payment date 26 March 2020

To account details

Beneficiary name
To account
Bank name Investec Bank
Branch 580105
Amount R10 880.15
Description Fitchat

IMPORTANT NOTES:

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Internet Banking Services