

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF **KUILS RIVER**

HELD AT **KUILS RIVER**

Case No: 863/2020

In the matter between -

SEALTEK CAPE (PTY) LTD

Plaintiff

CHARL JOHNSEN

Third Party

and

SONET FITCHAT

Defendant

No. 43 - Notice to Third Party

TO THE ABOVE-NAMED THIRD PARTY, **MR CHARL JOHNSEN**, ID NUMBER 7012245038086:

TAKE NOTICE that the above-named Plaintiff has commenced proceedings against the above-named Defendant for the relief set forth in the summons, a copy of which you have in your possession.

The above-named Defendant claims a contribution or indemnification (or such other grounds as may be sufficient to justify a third-party notice) on the grounds set forth in the annexure hereto.

If you dispute those grounds or if you dispute the claim of the Defendant you must give notice of your intention to defend within **TEN (10) DAYS**. Such notice must be in writing and filed with the clerk of the court and a copy thereof served on the above-named Defendant at the address set out at the foot of this notice. It must give an address referred to in rule 13(3) for the service upon you of notices and documents in the

action. Within **TWENTY (20) days** of your giving such notice you must file a plea to the Defendant's claim against you.

DATED at BRACKENFELL this 9th day of FEBRUARY 2021.



SONET FITCHAT

Defendant

91 Frangipani Street

Klein Bron Estate

Brackenfell

7560

Tel: 060 340 1315

E-mail: sonet@cluedapp.co.za

TO: THE CLERK OF THE COURT

Magistrates Court

KUILS RIVER

AND TO: FPS ATTORNEYS

Attorneys for the Plaintiff

Per: **Louis Lourens**

8 Gert Kotze Street

BRACKENFELL

Tel: 021 982 0665

E-mail: louis@fpsslaw.co.za

BY EMAIL: louis@fpsslaw.co.za

Annexure

1. The Plaintiff is **SEALTEK CAPE (PTY) LTD**, a company with limited liability, registration number 2006/028931/07, and is situated at **8 JONKER STREET, PROTEA HEIGHTS, BRACKENFELL**.
2. The Defendant is **SONET FITCHAT**, an adult female nurse residing at **91 FRANGIPANI STREET, KLEIN BRON ESTATE, BRACKENFELL**.
3. **MR CHARL JOHNSEN** an adult male residing at **8 JONKER STREET, PROTEA HEIGHTS, BRACKENFELL** is the sole director of the above-mentioned Plaintiff.
4. The Defendant requests the leave of the court to add Mr Charl Johnsen as a third party to the above-mentioned action, in accordance with rule 28A of the Magistrates' Courts Act 32 of 1944, since the pleadings have closed.
5. Relevant point of law:

28A. Third party procedure

(3) (b) After the close of pleadings, a third party notice may be served only with the leave of the court.

Magistrates' Courts Act 32 of 1944

6. The above Honourable Court has jurisdiction to hear the matter as the Plaintiff, Defendant and Third Party reside within the jurisdiction of the above Honourable Court.
7. The Defendant seeks to hold Mr Johnsen jointly and severally liable for the damages listed in her counterclaim.
8. Relevant point of law:

20. Claims in reconvention

(2) If the defendant is entitled to take action against any other person and the plaintiff, whether jointly, jointly and severally, separately or in the alternative, the defendant may with the leave of the court proceed in such action by way

of a claim in reconvention against the plaintiff and such other persons, in such manner and on such terms as the court may direct.

Magistrates' Courts Act 32 of 1944

9. The Defendant contends that she is entitled to a contribution for the relief claimed in her counterclaim from Mr Johnsen, since Mr Johnsen, as the sole director of the Plaintiff, was directly and personally responsible for substantially the same issues that arose in the above-mentioned action.

10. Relevant point of law:

28A. Third party procedure

(1) Where a party in any action claims -

(a) as against any other person not a party to the action (in this rule called a 'third party') that such party is entitled, in respect of any relief claimed against him or her, to a contribution or indemnification from such third party; or

(b) any question or issue in the action is substantially the same as a question or issue which has arisen or will arise between such party and the third party, and should properly be determined not only as between any parties to the action but also as between such parties and the third party or between any of them,

such party may issue a third party notice, similar to Form 43 of Annexure 1, which notice shall be served by the sheriff.

Magistrates' Courts Act 32 of 1944

11. The Plaintiff was employed by the Defendant to do various repair, waterproofing and painting work on the Defendant's house, which amounted to a total of R 265 541.90.

12. The Defendant paid the Plaintiff a 50% deposit of R 132 592.65.

13. The Defendant contends that the Plaintiff failed to complete the various work on the Defendant's property to a reasonable standard or at all.

14. The Plaintiff sent a summons to the Defendant and demanded that the Defendant pay him the remaining amount, which he claimed was R 126 135.50, because he claimed the work had been completed.
15. The Defendant contends that since the Plaintiff failed to complete the work, she does not owe him any monies.
16. The Defendant is claiming R 221 477.60 in damages from the Plaintiff in her counterclaim.
17. The Defendant contends that, as the sole director of the Plaintiff, Mr Johnsen did not act in the manner that a reasonable director of a construction company would have done while the Plaintiff was working at the Defendant's house.
18. Mr Johnsen personally came to give the Defendant the quote for the work, and while the Plaintiff was working on the Defendant's house, Mr Johnsen regularly came to the Defendant's house to check on the work that had been done, and approved the work that had been done.
19. During the time that the Plaintiff was working at the Defendant's house, the Defendant raised a number of issues regarding the lack of professionalism and the low quality of the Plaintiff's work with Mr Johnsen, most of which Mr Johnsen failed to address.
20. When the Plaintiff had nearly completed the work at the Defendant's house, the Defendant had another company assess the Plaintiff's work. The other company indicated that much of the work on the Plaintiff's quote had either not been done, or had not been done correctly.
21. The Defendant realised the Plaintiff was being dishonest with her and on 21 October 2019 the Defendant informed the Plaintiff not to return to her house.
22. Despite the fact that a large amount of work on the Plaintiff's quote had not been completed, Mr Johnsen indicated to the Defendant in his emails to her on 21-22 October 2019, that all the work he had quoted her for had been completed, and that the only work on the quote that the Plaintiff had not done yet was the sanding down of the Polyfilla on the garage walls, which he indicated would only take 20 minutes.

22.1 *“Ek het met Chris ook bevestig dis nog slegs die skuur van polyfille in die garage. Dit was Vrydag nog nat. Dit sal hom 20 min neem om klaar te maak. Die werk waarvoor ons geprys het buite is voltooi. Die werk binne is voltooi behalwe die finale verf laag. Julle het bevestig dat julle dit self gaan doen”* (Add OO 2019.10.21-22 Email with Charl - Fwd_ Fianal account.pdf, pg. 1).

23. All addendums in this document have been submitted to the Plaintiff and have been accepted by him as evidence.

24. The Defendant has since had an independent building consultant provide her with a report which indicated the large extent to which the Plaintiff's work had either not been done at all, or had been done incorrectly and will have to be redone (Add JJJ 2020.09.21 Building Consultant Report 4821.pdf).

25. The independent building consultant's report indicated that the Plaintiff had “delivered sub-standard; unacceptable; and inferior workmanship” (Add JJJ 2020.09.21 Building Consultant Report 4821.pdf, pg. 2).

26. A quantity surveyor compiled a quantification report based on the outstanding work in the independent building consultant's report, which indicated that “The total cost of executing this remedial work is in the amount of R 125 356.20 inclusive of 15% VAT” (Add KKK 2020.09.21 Quantification Report.pdf, pg. 3).

27. As mentioned in paragraph 22, the Plaintiff claims that the only work that had not been completed by him was the sanding down of the garage walls. However, the quantification report indicated that there was still R 125 356.20 worth of work on the Plaintiff's quote that either had not been done, or will have to be redone, in order for the work to be of an acceptable standard.

28. The Plaintiff's summons indicates that he considers that the reason the work had not been completed correctly was because the Defendant had prevented the Plaintiff from completing the work.

29. However, according to the email from the Plaintiff mentioned in paragraph 22, the Defendant only prohibited the Plaintiff from completing the sanding down of the garage walls (Add OO 2019.10.21-22 Email with Charl - Fwd_ Fianal account.pdf, pg. 1), and that was only after the Defendant had discovered the Plaintiff's defective and incomplete work on the rest of the house, which he claimed had been completed.

30. Section 54 from the Consumer Protection Act indicates that if a supplier has not performed in a manner that people are entitled to expect, the consumer may either require the supplier to remedy the defect or to refund the consumer a reasonable amount, having regard to the extent of the failure.

31. Relevant point of law:

Consumer's rights to demand quality service

54. (1) When a supplier undertakes to perform any services for or on behalf of a consumer, the consumer has a right to—

(b) the performance of the services in a manner and quality that persons are generally entitled to expect;

(2) If a supplier fails to perform a service to the standards contemplated in subsection (1), the consumer may require the supplier to **either**—

(a) remedy any defect in the quality of the services performed or goods supplied; **or**

(b) refund to the consumer a reasonable portion of the price paid for the services performed and goods supplied, having regard to the extent of the failure.

National Consumer Protection Act 68 of 2008

32. It is the consumer's choice whether the consumer would allow the service provider to remedy the defect, or to provide a refund for the defective work, so since the Plaintiff failed to perform the service at the Defendant's house in a manner and quality that she was entitled to expect, the Defendant was within her rights to receive a refund from the Plaintiff for his defective work.

33. Since the failure of the Plaintiff's work was approximately the remaining amount that the Defendant would have owed the Plaintiff if he had completed the work correctly, the Defendant withheld the remaining amount from the Plaintiff instead of requesting a refund.

34. The Defendant told the Plaintiff not to return to her house on 21 October 2019.

35. Two weeks prior, on 7 October 2019, the Defendant had prohibited Mr Johnsen personally from returning to her house.

36. The Plaintiff regularly worked without supervision, which the Defendant regularly complained to Mr Johnsen about, but which he failed to address, and on 4 October 2019 the Defendant's husband stopped the Plaintiff's workers from working until a competent supervisor showed up.
37. Mr Johnsen arrived and the Defendant's husband had an altercation with Mr Johnsen. Mr Johnsen attempted to intimidate the Defendant's husband because the Defendant's husband had stopped the work.
38. Afterwards, the Defendant indicated to the Plaintiff's representative, Mr Quinton Le Grange, that the Plaintiff would not be allowed to work inside the house any further, partly due to Mr Johnsen's intimidating behaviour, but also due to the fact that the Plaintiff did not clean the house at the end of each day, as they had indicated they would, in order to take into account the Defendant's newborn baby.
39. On the next working day, 7 October 2019, Mr Johnsen and two of his employees, Mr Quinton Le Grange and Ms Kobie Holtshauzen Vollgraaff, arrived unexpectedly at the Defendant's house and entered the Defendant's house without the Defendant's permission when she was alone at home, after the Defendant had expressly told Mr Johnsen that they were not allowed inside the house.
40. Mr Johnsen ignored the Defendant and pushed the front door open, forcing the Defendant to move out of the way to avoid being hit by the door. The Defendant was at the time recovering from having a baby after an emergency c-section a few weeks before. Mr Johnsen and his employees then entered the house.
41. Mr Johnsen proceeded to paint his sample paint on the Defendant's living room wall, even though the Defendant had repeatedly told him that she would not allow the Plaintiff to continue working inside the house.
42. Despite the fact that the colour of Mr Johnsen's sample paint that he painted on the Defendant's living room wall did not match the Defendant's sample paint colour which was already on the wall, Mr Johnsen claimed that it was 95% similar, and that it was therefore acceptable.

43. Since the Defendant had no intention of allowing the Plaintiff to continue working inside the house in any case, the incorrect colour of Mr Johnsen's sample paint was irrelevant, and she did not reply to Mr Johnsen.

44. The following email was sent to Mr Johnsen and Mr Le Grange by the Defendant regarding the matter:

44.1 *"...we also consider the aggressive and intimidating behaviour of Charl towards Theo as further grounds for cancellation of the contract. Also, Charl coming here with a bossy attitude and pushing his way into our house to paint the sample paint on the inside wall after we had told Quinton that they will not be painting the inside of the house was also unacceptable. We will not allow Charl back on the property, and if he comes here again, we will phone the estate's security to remove him immediately"* (Add P 2019.10.08 Email with Charl - SealTek Complaint.pdf).

45. Mr Johnsen entering the Defendant's house without permission was trespassing, which action is prohibited by the Trespass Act 6 of 1959.

46. Relevant point of law:

1 Prohibition of entry or presence upon land and entry of or presence in buildings in certain circumstances

(1) Any person who without the permission-

(b) of the owner or person in charge of any land or any building or part of a building that is not lawfully occupied by any person, enters or is upon such land or enters or is in such building or part of a building, shall be guilty of an offence unless he has lawful reason to enter or be upon such land or enter or be in such building or part of a building.

2 Penalties

(1) Any person convicted of an offence under section 1 shall be liable to a fine not exceeding R2 000 or to imprisonment for a period not exceeding two years or to both such fine and such imprisonment.

Trespass Act 6 of 1959

47. Due to Mr Johnsen entering the Defendant's house without her permission, the Defendant prohibited Mr Johnsen from personally coming to her house again, but allowed the Plaintiff's workers to continue the work on the outside of the Defendant's house.
48. Mr Johnsen was only prohibited from personally being present at the Defendant's house for two of the six weeks that the Plaintiff worked at her house.
49. By the time Mr Johnsen was not allowed at the Defendant's house anymore, most of the work appeared to have been completed, according to photos taken by the Defendant (Add U 2019.10.08 Photos taken on morning after Charls last day.pdf), and most of the last two weeks were spent by the Plaintiff working on the snag list.
50. Two weeks after the Defendant prohibited Mr Johnsen from returning to her house, on 21 October 2019, another company assessed the Plaintiff's work and informed the Defendant of the Plaintiff's incorrect and incomplete work, despite the Plaintiff's assurances otherwise.
51. Even though the work appeared to be nearly complete, much of it had not been done or not been done correctly, such as the waterproofing, the Plaintiff's work on the roof, etc.
52. Since the Defendant is a layperson, she did not know the extent of the Plaintiff's failure until she had been informed of such by another company.
53. The Defendant informed the Plaintiff not to return to her house on 21 October 2019.
54. The Plaintiff responded by sending the Defendant a Letter of Demand, demanding "unhindered access" to her house.
55. Since Mr Johnsen had previously pushed his way into the Defendant's house without her permission, the Defendant informed Mr Johnsen that if he tried to come to the Defendant's house again, she would get a restraining order against Mr Johnsen.

56. However, the Defendant's attorneys at the time (VVE Attorneys, Bellville) recommended that she allow Mr Johnsen and his attorneys (FPS Attorneys, Brackenfell) to inspect the house, which the Defendant then allowed.

57. Mr Johnsen indicated at his inspection (and in his reply to the Defendant's counterclaim) that all the work had in fact been done correctly and thus could be guaranteed by Mr Johnsen, despite his claim that he could not guarantee work that had been completed in his absence, so the fact that the Defendant had prohibited Mr Johnsen access to the house apparently did not make any difference to the quality and scope of work that the Plaintiff had performed.

58. As mentioned in paragraph 22, the Plaintiff, represented by Mr Johnsen, claimed that all the work quoted for had been completed except for the sanding down of the garage walls, but as mentioned in paragraph 26, a quantity surveyor indicated that the cost to complete the work quoted for was R 125 356.20. Which indicates the extent of Mr Johnsen's dishonesty towards to Defendant.

59. Due to the large extent of Mr Johnsen's dishonesty regarding the work at the Defendant's house, and since Mr Johnsen had acted in an unreasonable manner towards the Defendant in the running of his company while working at her house, the Defendant is of the opinion that Mr Johnsen may use the Plaintiff as a separate juristic entity, for example by liquidating the Plaintiff's assets, by declaring the Plaintiff insolvent, or by removing the Plaintiff from the companies register, in order to avoid responsibility to pay the Defendant the damages claimed in her counterclaim, in the event that the Court finds in favour of the Defendant.

60. The Companies Act 71 of 2008 indicates that if it is found that there is the unconscionable abuse of the juristic personality of the company as a separate entity, that the company not be deemed to be a juristic person.

61. Relevant point of law:

20. Validity of company actions

(9) If, on application by an interested person or in any proceedings in which a company is involved, a court finds that the incorporation of the company,

any use of the company, or any act by or on behalf of the company, constitutes an unconscionable abuse of the juristic personality of the company as a separate entity, the court may -

(a) declare that the company is to be deemed not to be a juristic person in respect of any right, obligation or liability of the company or of a shareholder of the company or, in the case of a non-profit company, a member of the company, or of another person specified in the declaration; and

(b) make any further order the court considers appropriate to give effect to a declaration contemplated in paragraph (a).

[Subs. (9) inserted by s. 13 of Act 3/2011]

Companies Act 71 of 2008

62. Also, if Mr Johnsen attempts to remove his company, the Plaintiff, from the companies register in order to avoid responsibility for paying the Defendant, it does not absolve Mr Johnsen from liability for the actions he took when the Plaintiff was registered and working at the Defendant's house.

63. Relevant point of law:

83. Effect of removal of company from register

(1) A company is dissolved as of the date its name is removed from the companies register unless the reason for the removal is that the company's registration has been transferred to a foreign jurisdiction, as contemplated in section 82(5).

[Subs. (1) substituted by s. 52 of Act 3/2011]

(2) The removal of a company's name from the companies register does not affect the liability of any former director or shareholder of the company or any other person in respect of any act or omission that took place before the company was removed from the register.

(3) Any liability contemplated in subsection (2) continues and may be enforced as if the company had not been removed from the register.

(4) At any time after a company has been dissolved-

(a) the liquidator of the company, or other person with an interest in the company, may apply to a court for an order declaring the dissolution to have been void, or any other order that is just and equitable in the circumstances; and

(b) if the court declares the dissolution to have been void, any proceedings may be taken against the company as might have been taken if the company had not been dissolved.

Companies Act 71 of 2008

64. As the Plaintiff's director and a Third Party to the Plaintiff's work, Mr Johnsen was responsible for ensuring that the work done at the Defendant's house was completed and of a reasonable quality. However, Mr Johnsen ignored the contract and failed to ensure that the work was completed and of a reasonable quality.

65. Relevant point of law:

The effects of contracts on non-parties

Although the contract is only between A and B, it does not mean that third parties can ignore the contract. If C deliberately induces A to breach the contract, B can claim damages in delict from C (*Jansen v Pienaar* (1881) 1 SC 276).

Bhana *et al*, 2009:199

66. In *Atlas Organic Fertilizers (Pty) Ltd v Pikkewyn Ghwano (Pty) Ltd* it was found that it was a delict for a person to induce another to breach a contract. Van Dikhorst J indicated: "A delictual remedy is available to a party to a contract who complains that a third party has intentionally and without lawful justification induced another party to the contract to commit a breach thereof."

67. Other cases which reached the same conclusion are: *Solomon v Du Preez* 1920 CPD 401 at 404; *Isaacman v Miller* 1922 TPD 56; *Dun & Bradstreet (Pty) Ltd v SA Merchants Combined Credit Bureau (Cape) (Pty) Ltd* 1968 (1) SA 209 (C) at 215.'

68. Mr Johnsen intentionally and unlawfully caused the Plaintiff to breach the contract with the Defendant by failing to ensure that the work done by his employees were in accordance with industry norms and standards, and he acted in an unconscionable manner in misrepresenting his company as being professional and as being able to complete the work correctly.

69. Much of the work on the Plaintiff's quote had either not been done at all, or had been done extremely poorly, as indicated in the independent building consultant's report.

70. The Defendant contends that the Plaintiff carried on its business with gross negligence and with the intention to defraud the Defendant, which actions are prohibited by the Companies Act.

71. Relevant point of law:

22. Reckless trading prohibited

(1) A company must not carry on its business recklessly, with gross negligence, with intent to defraud any person or for any fraudulent purpose.

[Subs. (1) substituted by s. 14 of Act 3/2011]

(2) If the Commission has reasonable grounds to believe that a company is engaging in conduct prohibited by subsection (1), or is unable to pay its debts as they become due and payable in the normal course of business, the Commission may issue a notice to the company to show cause why the company should be permitted to continue carrying on its business, or to trade, as the case may be.

[Subs. (2) substituted by s. 14 of Act 3/2011]

(3) If a company to whom a notice has been issued in terms of subsection (2) fails within 20 business days to satisfy the Commission that it is not engaging in conduct prohibited by subsection (1), or that it is able to pay its debts as they become due and payable in the normal course of business, the Commission may issue a compliance notice to the company requiring it to cease carrying on its business or trading, as the case may be.

Companies Act 71 of 2008

72. The Defendant also contends that Mr Johnsen did not act in accordance with the Standards of Directors' Conduct, as outlined in section 76 of the Companies Act 71 of 2008.

72.1. Mr Johnsen's actions as the director of the Plaintiff, were not in good faith and for the proper purpose of repairing the Defendant's house to a reasonable standard.

72.2. Mr Johnsen's actions were not in the best interests of his company, and were not carried out with the degree of care, skill and diligence that may reasonably be expected of the owner of a construction company.

72.3. Mr Johnsen did not demonstrate the required knowledge, skill and experience required of a reasonable director of a construction company, as indicated by the independent building consultant's report.

72.4. When the Defendant informed Mr Johnsen of various problems with the Plaintiff's work, Mr Johnsen did not take reasonably diligent steps to become informed about the matter. Rather, he made excuses and avoided addressing the problems in a professional manner.

73. Relevant point of law:

76. Standards of directors conduct

(3) Subject to subsections (4) and (5), a director of a company, when acting in that capacity, must exercise the powers and perform the functions of director-

(a) in good faith and for a proper purpose;

(b) in the best interests of the company; and

(c) with the degree of care, skill and diligence that may reasonably be expected of a person-

(i) carrying out the same functions in relation to the company as those carried out by that director; and

(ii) having the general knowledge, skill and experience of that director.

(4) In respect of any particular matter arising in the exercise of the powers or the performance of the functions of director, a particular director of a company-

(a) will have satisfied the obligations of subsection (3)(b) and (c) if-

(i) the director has taken reasonably diligent steps to become informed about the matter;

Companies Act 71 of 2008

74. Since Mr Johnsen did not act in the manner expected of a reasonable construction company owner and director, he may be held personally liable for the damages claimed by the Defendant in her counterclaim against the Plaintiff.

75. Relevant point of law:

77. Liability of directors and prescribed officers

(2) A director of a company may be held liable-

(a) in accordance with the principles of the common law relating to breach of a fiduciary duty, for any loss, damages or costs sustained by the company as a consequence of any breach by the director of a duty contemplated in section 75, **76(2)** or **76(3)(a)** or **(b)**; or

(b) in accordance with the principles of the common law relating to delict for any loss, damages or costs sustained by the company as a consequence of any breach by the director of-

(i) a duty contemplated in section **76(3)(c)**;

(3) A director of a company is liable for any loss, damages or costs sustained by the company as a direct or indirect consequence of the director having-

(b) acquiesced in the carrying on of the company's business despite knowing that it was being conducted in a manner prohibited by section 22(1);

(c) been a party to an act or omission by the company despite knowing that the act or omission was calculated to defraud a creditor, employee or shareholder of the company, or had another fraudulent purpose;

(d) signed, consented to, or authorised, the publication of-

(ii) a prospectus, or a written statement contemplated in section 101, that contained-

(aa) an “untrue statement” as defined and described in section 95

Companies Act 71 of 2008

76. The Defendant contends that Mr Johnsen knowingly provided the Defendant with false and misleading information, in order to convince the Defendant to sign a contract with him for his company, the Plaintiff, to work on the Defendant’s house, the terms of which Mr Johnsen was not able to keep, since the work was not completed correctly or at all, despite Mr Johnsen indicating that it had been completed.

77. Furthermore, Mr Johnsen was also party to distributing datasheets of the Plaintiff’s so-called proprietary products that do not appear to have the functions that they claim to have, and of brochures which contain untrue statements regarding the Plaintiff’s abilities as a waterproofing company.

78. The failure of the Plaintiff to waterproof the Defendant’s house, as indicated by the independent building consultant’s report is provided as evidence.

79. Relevant point of law:

214. False statements, reckless conduct and non-compliance

(1) A person is guilty of an offence if the person-

(b) with a fraudulent purpose, knowingly provided false or misleading information in any circumstances in which this Act requires the person to provide information or give notice to another person;

(d) is a party to the preparation, approval, dissemination or publication of a prospectus or a written statement contemplated in section 101, that contains an “untrue statement” as defined and described in section 95.

[Para. (d) substituted by s. 119 of Act 3/2011]

(2) For the purposes of subsection (1)(d) and section 29(6), a person is a party to the preparation of a document contemplated in that subsection if -

[Words preceding para. (a) substituted by s. 119 of Act 3/2011]

(a) the document includes or is otherwise based on a scheme, structure or form of words or numbers devised, prepared or recommended by that person; and

(b) the scheme, structure or form of words is of such a nature that the person knew, or ought reasonably to have known, that its inclusion or other use in connection with the preparation of the document would cause it to be false or misleading.

Companies Act 71 of 2008

80. The Defendant therefore seeks to add Mr Johnsen as a Third Party to the action in order to avoid a multiplication of actions, since, if the Plaintiff does not honour his debts, the Defendant will have to institute a separate action against Mr Johnsen, in order to hold him accountable. Adding Mr Johnsen as a Third Party will dispose of all the issues in one sitting.

81. The same question of law and fact is applicable to both the Plaintiff and Mr Johnsen.

82. Since Mr Johnsen is the director of the Plaintiff, and Mr Johnsen instituted the above-mentioned action against the Defendant, Mr Johnsen is already in possession of all the relevant pleadings and documents, so it is not necessary for the Defendant to serve any additional documents on Mr Johnsen, as required by section 3a of the Magistrates' Courts Act 32 of 1944.

83. Relevant point of law:

28A. Third party procedure

(3) (a) A third party notice, accompanied by a copy of all pleadings filed in the action up to the date of service of the notice, shall be served on the third party and a copy of the third party notice, without a copy of the pleadings filed in the action up to the date of service of the notice, shall be filed with the registrar

or clerk of the court and served on all other parties before the close of pleadings in the action in connection with which it was issued

Magistrates' Courts Act 32 of 1944

WHEREFORE the Defendant requests the following order:

1. That Mr Charl Johnsen be added as a Third Party to the action.
2. That Mr Charl Johnsen's name be added to all relevant documents by the Plaintiff.
3. That Mr Charl Johnsen be held jointly and severally liable for the relief claimed by the Defendant in her counterclaim.

References

Law

- Companies Act 71 of 2008
- Magistrates' Courts Act 32 of 1944
- National Consumer Protection Act 68 of 2008
- Trespass Act 6 of 1959

Case Law

- *Atlas Organic Fertilizers (Pty) Ltd v Pikkewyn Ghwano (Pty) Ltd* 1981 2 SA 173
- *Dun & Bradstreet (Pty) Ltd v SA Merchants Combined Credit Bureau (Cape) (Pty) Ltd* 1968 (1) SA 209 (C) at 215
- *Isaacman v Miller* 1922 TPD 56
- *Jansen v Pienaar* (1881) 1 SC 276
- *Solomon v Du Preez* 1920 CPD 401 at 404

Book

- Bhana, D., Bonthuys, E. and Nortje, M. 2009. *Students' Guide to the Law of Contract*. 2nd ed. Juta Cape Town.

Addendums

1. Add JJJ 2020.09.21 Building Consultant Report 4821.pdf
2. Add KKK 2020.09.21 Quantification Report.pdf
3. Add OO 2019.10.21-22 Email with Charl - Fwd_ Fianal account.pdf
4. Add P 2019.10.08 Email with Charl - SealTek Complaint.pdf
5. Add U 2019.10.08 Photos taken on morning after Charls last day.pdf

Jonathan W Mitchell

INDEPENDENT BUILDING CONSULTANT

FELLOW OF THE CHARTERED INSTITUTE OF BUILDING
PAST PRESIDENT OF THE MASTER BUILDERS ASSOCIATION
MEMBER OF THE SOUTH AFRICAN ASSOCIATION OF QUANTITY SURVEYORS

REPORT

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CONFIDENTIAL INSPECTION REPORT PREPARED FOR

MR & MRS THEO & SONET FITCHAT

PROPERTY LOCATION: 91 Frangipani street
Klein Bron Estate
Brackenfell,

CITY: Cape Town

BUILDING CONSULTANT: Jonathan Mitchell

DATES OF INSPECTION: 23rd March 2020
21st September 2020

PROPERTY STYLE: Free standing, single storey,
residential dwelling

WEATHER CONDITIONS: Fine, no rain, light breeze, 16°C

Sent electronically and therefore not signed

.....
BUILDING CONSULTANT

This report is prepared in good faith and is based upon a reasonable visual inspection of the external relatively recently painted surfaces, for patent defects. We give no warranties, express or implied by law or otherwise, regarding the report, and we do not accept any liability for any loss or damage suffered by any person or body of whatsoever nature and howsoever caused, arising from or in connection with any defects, errors or omissions in the report.

This report remains the sole property of Jonathan W Mitchell, and may not be used in evidence, or for any other purpose, until paid for, in full, by the client.

THE BUILDING CONSULTANT'S BRIEF FROM THE CLIENT:

TERMS OF REFERENCE:

The Building Consultant was instructed by Mrs Sonet Fitchat to perform a visual inspection of the relatively recently painted external walls and brick paving at the property situate at 91 Frangipani Street, Klein Bron Estate, and for the Building Consultant to record his observations and opinions in this regard in a written report. This report to be illustrated with the inclusion of photographs. The Building Consultant was further instructed by Mrs Fitchat to quantify the fair and reasonable cost of executing any necessary remedial work so as to place Mr & Mrs Fitchat in the position that they ought to have been in, had Messrs Sealtek Cape (Pty) Ltd. not defaulted and delivered sub-standard; unacceptable; and inferior workmanship.

CONCERNS OF THE CLIENT:

1. That the finish on the walls is not uniform, nor consistent and in some places is relatively textured, whilst in other places is virtually smooth.
2. That the general standard of finish of the paintwork leaves much to be desired.
3. That the brick paving re-laid by Messrs Sealtek Cape (Pty) Ltd. is not level; not straight; is unsatisfactory; and is not properly and effectively grouted.
4. That the remedial work undertaken by Messrs Sealtek Cape (Pty) Ltd. has not been finished off around the two chimneys.
5. That cracks are developing in the areas that were attended to by Messrs Sealtek, who were meant to fix and remove any evidence of these cracks.
6. That the tops of the external walls have not been waterproofed over.
7. That in the vicinity of the braai area, large pieces of paint are peeling off from the walls.

8. That the tops of the walls have not been properly, nor effectively plastered.
9. That in the plumbing inspection chamber built by Sealtek, one is still unable to remove the cleaning eyes of the plumbing pipes.
10. That the weep holes inserted by Sealtek are not straight; neat; nor consistent.

THE BACKGROUND OF THIS MATTER:

The Building Consultant is unaware of the background of this matter, other than that he has been informed by Mrs Sonet Fitchat that the painting work started during September 2019. This work was undertaken by Messrs Sealtek Cape (Pty) Ltd. and continued for approximately 6 weeks duration. Mr & Mrs Fitchat paid the deposit in full to Sealtek Cape (Pty) Ltd., but have not yet paid the balance outstanding, due to the work performed by Sealtek, being defective and/or incomplete.

DOCUMENTS PERUSED:

The Building Consultant has only had sight of the following relevant documents:

1. Quotation number 190819 SC dated 19 August 2019 from Sealtek Cape (Pty) Ltd. It is somewhat confusing in that Sealtek issued two quotations on the same date, both with the same quotation number, for different amounts and for different scopes of work.
2. The website information contained on the internet under the heading Sealtek Advanced Coatings and Technology.
3. The Building Consultant has also had sight of the building plans of the house from which measurements were taken in order to quantify the fair and reasonable cost of executing any necessary remedial work to these painted surfaces and to unsatisfactory brick paving.

THE BUILDING CONSULTANT'S CREDENTIALS:

- President of The Master Builders and Allied Trades Association. (Western Cape 1995/6/7).
- Past Chairman of the Chartered Institute of Building. (Western Cape).
- Fellow of the Association of Arbitrators of Southern Africa.
- Professional Member of The Arbitration Foundation of Southern Africa.
- Associate of The Institute of Arbitrators and Mediators Australia.
- Chairman of The Building Industry Bargaining Council for the Cape of Good Hope. (2003/4/5)
- Councillor on The Building Industry Bargaining Council for the Cape of Good Hope. (1988-2003).
- Fellow of the South African Institute of Building.
- Fellow of the Chartered Institute of Building (FCIOB)
- Chartered Construction Manager
- Director of the Association of Arbitrators (Southern Africa) (NPC)
- Life Member of the Master Builders' Association
- National Diploma in Building Construction. (4 Year course – Cape Peninsula University of Technology)
- National Diploma in Business Management. (3 Year course)
- Certificate in Arbitration. (1 Year course)
- Higher Diploma in Arbitration. (2 Year course)
- Certificate in Sectional Title Scheme Management. (6 month course at UCT)
- Mediation Module (University of Stellenbosch Graduate School of Business)
- Member of the Building Industries Federation of South Africa (BIFSA) National Executive Committee. (1992 to 1999)
- Member of the JBCC Technical Committee. (2004; 2005)
- Member of the Association of South African Quantity Surveyors.
- Africa Centre for Dispute Settlement accredited Mediator.
- Conflict Dynamics Accredited Mediator.
- Member of the Construction Industry Development Board (cidb) panel of Adjudicators.
- Member of the Association of Arbitrators National Executive Committee.
- Member of the International Dispute Resolution Board Foundation.
- Chairman of the Association of Arbitrators (Western Cape) - (2000; 2001; 2002; 2010 - present).
- Over 40 years of experience in the Building Industry.

GENERAL NOTE:

For ease of reference, the house is orientated as having the front door in the North East elevation.

The building consultant made use of a Proti-meter, (this is an electronic moisture detecting device), during this inspection. This instrument indicates the presence of dampness on an illuminated scale against which are calibrated percentages.

Basically, the unit divides the degree of dampness in plaster or brickwork into three zones as follows:-

RED ZONE	- Excess of moisture
YELLOW ZONE	- Slightly in excess of moisture of normal
GREEN ZONE	- "Air Dry" conditions

OBSERVATIONS AND OPINIONS OF THE BUILDING CONSULTANT DURING THIS INSPECTION:

FLEXIBLE SEALANT AROUND WINDOWS

- The white epoxy coated aluminium windows have not been sealed around with a suitable flexible sealant but instead, seem to have been sealed with some sort of relatively non-flexible white material smeared over the window frames and appears to be containing sand. [Refer to photograph below]



Evidence of some sort of white emulsion containing sand or some granular material, partially applied over the white epoxy powder coated aluminium window frames, instead of a suitable flexible sealant.





BOUNDARY WALL ON NORTH WEST SIDE OF PROPERTY

- This wall was constructed out of hollow concrete blocks which apparently were previously open on the top. This has now been filled and plastered over in a very amateurish way with no evidence of any membrane or waterproofing material having been applied over the top. [Refer to photographs below]



This wall has not been finished off properly on top and there is no visible evidence of any waterproof membrane on its surface.



Evidence of very poor quality workmanship on top of this wall.



- It would also have been preferable, had this been plastered to a slope, so that water does not accumulate on the upper surface.

WEEPHOLES

- On the front elevation of the house, being the North East elevation, weep holes were inserted long after the house was built. These are not plumb, not uniform in width and are poorly done. [Refer to photographs overleaf]



**Three separate weep holes in the same wall.
Note how they vary in width and height and the middle one is not even plumb.**

BOUNDARY WALL ON THE SOUTH EASTERN SIDE OF THE PROPERTY

- This wall was also supposed to be waterproofed on top with a waterproof membrane of which there is no visible evidence and the wall has not been properly treated or coated. [Refer to photograph below]



This damaged wall has simply been painted over.

WALL ON SOUTH EASTERN SIDE OF THE PROPERTY

- This wall has been completed however, one can see evidence of moisture in the wall where the paint is now bubbling, flaking and delaminating from the substrate. Also, there is evidence of lime leeching out from a crack in the wall, which has not been properly fixed. [Refer to photograph below].



- The Building Consultant made use of a Proti-meter, that is an electronic moisture detecting device, and the moisture content readings in this wall at time of this inspection were at the maximum scale in the red zone on the instrument, thereby confirming an excessively high moisture content in this wall.



Evidence of paint bubbling and flaking on the wall surface due to high moisture content in the wall.



Evidence of moisture causing the paint surface to delaminate; evidence of cracks; evidence of poor repair work to the plaster band at the top of the wall.





- Also, where the attached brick piers are located, there is a crack forming between the attached pier and the wall, which has not been fixed. [Refer to photograph below].



Evidence of a crack reoccurring between two wall surfaces.

- The Contractor allegedly used Sikaflex flexible sealant between one of the attached brick piers in the wall, however, this is most unsightly and the horizontal crack in the brick pier was supposed to be fixed, but as one can see from the photograph below, has not been fixed.



- At the property corner in the Southern corner, at the sliding gate, the Aris has just simply been painted over although it was not repaired. [Refer to photograph below].



PAINT TEXTURE

- In places the paint work is relatively smooth; in other places it is quite excessively textured and there is no uniformity between the finishes. [Refer to photographs below]



The top photograph shows very heavy textured wall finish, whereas the bottom photograph is almost smooth.



WALLS IN THE BRAAI VICINITY

- The walls in the vicinity of the braai have been painted, however, there is no visible evidence of any primer having been used and the Building Consultant comes to this conclusion by the evidence of the paint delaminating and peeling off. [Refer to photographs below]



Evidence of paint peeling off at the braai area.



Where this paint has peeled off, there is a powdery surface on the wall.



WORK NOT FINISHED OFF AT BRAAI CHIMNEY

- The rain water gutter from the pitched roof runs parallel to the side of the braai chimney and there ought to be a flashing and counter flashing installed on that side of the chimney and discharging water into the adjacent rain water gutter, so that water does not accumulate underneath the gutter and cause the walls to become damp. [Refer to photograph below].



There ought to be a flashing between the side of the chimney and the rain water gutter.



This chimney does not seem to have received a waterproof membrane on top.

BOUNDARY WALL ON THE SOUTH WESTERN SIDE

- This wall has been worked on, but one can see from the quality of the plaster work that this work must surely have been undertaken by an unskilled worker and not by an artisan and there surely cannot have been any competent supervision when this work was carried out. [Refer to photograph below].



Evidence of very poor quality plaster work.



Further evidence of very poor quality and inferior plaster work.





Further evidence of very poor quality and inferior plaster work.

- Also, the top of this wall should have been waterproofed, which clearly it has not been.



- In the lane area outside the kitchen on the South Western side of the house, the electrical weather proof box has been painted in such a manner that it now cannot be opened.



- One can also see how there has been virtually no preparation and has simply been painted over uneven surfaces. [Refer to photographs below]



This wall has been painted even though the plaster work is incomplete.



Further evidence of completely unsatisfactory workmanship.



WORK NOT COMPLETED ON CHIMNEY

- On the top of the chimney where the metal cowl is fixed, this has not been sealed over and wind driven rain may be able to ingress in this location. [Refer to photographs below].



No evidence of a waterproof membrane on top of this chimney to prevent water from being able to ingress.



- The back side of the chimney, being on the South East side has not been finished off at all and needs to be properly finished off. [Refer to photographs below].



The back side of this chimney has not been finished off as is clearly depicted in the photographs.





PAINTING OF EXISTING ROOF TILES

- The existing roof covering was also painted by Messrs Sealtek and there is evidence that they have painted over cracked, chipped and broken tiles and have simply applied an acrylic membrane over some broken roof tiles.
- These damaged roof tiles ought to have been replaced with new prior to applying roof paint there over.



A cracked tile that has simply been painted over.



More cracked and broken tiles that have simply been painted over.





More cracked and broken tiles that have simply been painted over.

PLUMBING INSPECTION CHAMBER

- In the Eastern corner of the swimming pool area, the Contractor lowered the ground level so that one could access the cleaning eyes of the pipes, however, one still cannot access these cleaning eyes properly. Also, there is no cover over this facility.



How does one gain access to this waste pipe?



BRICK PAVING

- The brick paving on the South Western side of the house, in the vicinity of the swimming pool, was lifted and re-laid by the Contractor, however, the header course against the house is substantially out of level and one cannot now place furniture in this location. [Refer to photograph overleaf]



**The header course against the wall is completely out of level;
no proper grouting to the remainder of the brick paving.**





Evidence of very poor quality brickpaving with cut bricks and wide gaps between bricks.

- The quality of the brick paving leaves much to be desired with several bricks being skew; bricks that are soiled and little evidence of any grout.



- The sloping header course is also evident on the North Western side of this area.

STEPS OUTSIDE THE OFFICE

- Where the steps have been constructed, the material that has been used to coat these steps has been smeared onto the white epoxy coated window frame. [Refer to photograph overleaf]



WALL COATING ON THE SOUTH WESTERN SIDE OF THE OFFICE

- One can see from the photograph below that the wall has not been properly painted on this elevation.



**Is this meant to be a finished product?
Is the Employer meant to accept this quality of workmanship?**

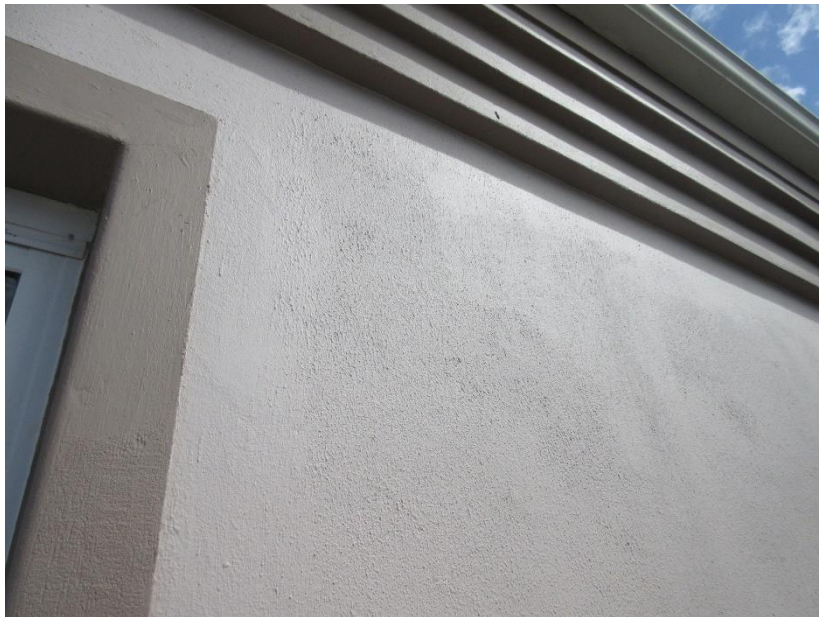


- On inspecting the wall, being the South East elevation of the office, one can very clearly see on this wall, several different textures. [Refer to photographs below]





- These range from a very rough stipple; to relatively smooth with a couple of speckles to a reasonably textured coating.



RECOMMENDATIONS:

The building consultant recommends the following:-

1. That in order to make the external walls more or less consistent in finish, one will need to carefully rub all of these walls down, using a carborundum block so as to achieve a relatively smooth and uniform finish to all walls, prior to re-painting.
2. That the interface between all external white epoxy coated aluminium windows and the adjacent painted reveals should be scraped open; any white paint/sealant containing sand to be carefully cleaned off from the epoxy coated windows; and this interface to then be properly and effectively sealed with a suitable flexible sealant.
3. That the exposed tops of all boundary walls should be properly plastered to a slope, neatly finished off and weather-proofed on top with a suitable acrylic membrane and acrylic waterproofing system. This should include making good all arris rounded plaster work which is currently defective.
4. That all weep holes be modified so that they are all consistent in width and height.
5. That all cracks in the external walls be raked open to form a "V". These cracks to be properly filled with a suitable flexible sealant which must be allowed to cure and dry prior to painting thereover.
6. That all areas where paint is peeling off, such as at the braai area, these walls to be wire brushed to remove all traces of existing powdery surfaces, thereafter these walls to be properly primed prior to undercoating and applying two coats of coloured acrylic paint.
7. That all walls must be dry prior to painting.
8. That a flashing and counter flashing be installed between the side of the braai chimney and the existing rain water gutter.
9. That the plaster work at the main chimney be properly finished off where it faces the roof tiles.
10. That a waterproof membrane be applied on top of both chimneys, so that wind driven rain will not be able to ingress.
11. That the plumbing inspection chamber be modified, so that one will be able to easily remove the rodding eyes for purposes of inserting flexible rods to clear any blockages.
12. That a suitable cover be installed over the plumbing inspection chamber.

13. That the brick paving be carefully lifted; the bricks be cleaned and this area to be re-laid in a proper and workmanlike manner, ensuring that the paving bricks are properly grouted.
14. That all remedial work be undertaken in a proper and workmanlike manner, and all in compliance with Occupational Health and Safety Act Regulations.
15. That remedial work only be undertaken by appointment with Mrs Sonet Fitchat, so as to cause as little inconvenience and disruption as possible.
16. That adequate precaution be taken whilst executing remedial work so as to prevent any consequential damages from occurring.
17. That all work be under competent and consistent supervision.
18. That the premises be left in a clean and tidy state upon completion.

CONCLUSION:

The Building Consultant comes to the conclusion that a relative amount of this painting work has been performed in an unsatisfactory manner resulting in an inferior standard of finish. It would appear as though much of the plaster work was undertaken by unskilled workers with little or no competent supervision.

The Building Consultant also comes to the conclusion that the wall finish is not uniform, but is relatively smooth in places, yet in other places, is relatively heavily textured. There is no consistency in the standard of finish.

The windows also have not been properly and effectively sealed around with a suitable flexible sealant.

The roof work is also defective, in that paint has been applied over cracked, chipped and damaged roof tiles.

The brick paving is also defective and does not appear to have been properly grouted.

Only upon the satisfactory completion of any necessary remedial work, may this standard of workmanship be deemed to be fit for purpose intended.

Report ends.

Jonathan W Mitchell

INDEPENDENT BUILDING CONSULTANT

FELLOW OF THE CHARTERED INSTITUTE OF BUILDING
PAST PRESIDENT OF THE MASTER BUILDERS ASSOCIATION
MEMBER OF THE SOUTH AFRICAN ASSOCIATION OF QUANTITY SURVEYORS

QUANTIFICATION REPORT

11 UPPER CAMP ROAD, MATTLAND, 7405

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PERMISSION OF JONATHAN W MITCHELL

CONFIDENTIAL QUANTIFICATION REPORT PREPARED FOR

MR & MRS THEO & SONET FITCHAT

PROPERTY LOCATION: 91 Frangipani street
Klein Bron Estate
Brackenfell,

CITY: Cape Town

BUILDING CONSULTANTS: Jonathan Mitchell
Nizamudien Banderker

DATES OF INSPECTION: 23rd March 2020
21st September 2020

PROPERTY STYLE: Free standing, single storey,
residential dwelling

Sent electronically and therefore not signed

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BUILDING CONSULTANT

This report is prepared in good faith and is based upon a previous report number **4821**.
We give no warranties, express or implied by law or otherwise, regarding the report and we do not accept any liability for any loss or damage suffered by any person or body of whatsoever nature and howsoever caused, arising from or in connection with any defects, errors or omissions in the report.

This quantification report remains the sole property of Jonathan W Mitchell, and may not be used in evidence, nor for any other purpose, until paid for in full, by the client.

THE BUILDING CONSULTANT'S CREDENTIALS:

MR JONATHAN WIGFIELD MITCHELL

- President of The Master Builders and Allied Trades Association. (Western Cape 1995/6/7).
- Past Chairman of the Chartered Institute of Building. (Western Cape).
- Fellow of the Association of Arbitrators of Southern Africa.
- Professional Member of The Arbitration Foundation of Southern Africa.
- Associate of The Institute of Arbitrators and Mediators Australia.
- Chairman of The Building Industry Bargaining Council for the Cape of Good Hope. (2003/4/5)
- Councillor on The Building Industry Bargaining Council for the Cape of Good Hope. (1988-2003).
- Fellow of the South African Institute of Building.
- Fellow of the Chartered Institute of Building (FCIOB)
- Chartered Construction Manager
- Director of the Association of Arbitrators (Southern Africa) (NPC)
- Life Member of the Master Builders' Association
- National Diploma in Building Construction. (4 Year course – Cape Peninsula University of Technology)
- National Diploma in Business Management. (3 Year course)
- Certificate in Arbitration. (1 Year course)
- Higher Diploma in Arbitration. (2 Year course)
- Certificate in Sectional Title Scheme Management. (6 month course at UCT)
- Mediation Module (University of Stellenbosch Graduate School of Business)
- Member of the Building Industries Federation of South Africa (BIFSA) National Executive Committee. (1992 to 1999)
- Member of the JBCC Technical Committee. (2004; 2005)
- Member of the Association of South African Quantity Surveyors.
- Africa Centre for Dispute Settlement accredited Mediator.
- Conflict Dynamics Accredited Mediator.
- Member of the Construction Industry Development Board (cidb) panel of Adjudicators.
- Member of the Association of Arbitrators National Executive Committee.
- Member of the International Dispute Resolution Board Foundation.
- Chairman of the Association of Arbitrators (Western Cape) - (2000; 2001; 2002; 2010 - present).
- Over 40 years of experience in the Building Industry.

MR NIZAMUDIEN BANDERKER

- Member of the Association of South African Quantity Surveyors.
- Member of South African Council for the Quantity Surveying Practice.
- B.Tech Quantity Surveying.
- Registered National Diploma in Building.
- Over 15 years experience in the Building Industry.

GENERAL NOTE:

This quantified report is to be read in conjunction with previous report number 4821, which was compiled by MR J W MITCHELL. This previous report has been measured, calculated and quantified by MR N BANDERKER, under the direction and guidance of MR J W MITCHELL.

SUMMARY OF COSTS OF REMEDIAL BUILDING WORK

The defective paint work and remedial work executed by Messrs SealTek Cape (Pty) Ltd., which is described in report 4821 has now been quantified at fair and reasonable market related rates with labour rates in compliance with the minimum prescribed labour rates as per the Building Industry Bargaining Council having jurisdiction over the area of Klein Bron Estate, Brackenfell.

The total cost of executing this remedial work is in the amount of R125 356.20 inclusive of 15% VAT.

FOLLOWING ARE ALL COST CALCULATIONS SUBSTANTIATING THIS QUANTIFIED DAMAGES CLAIM.

QUANTIFICATION

Item	Bill description	Unit	Bill quantity	Net	
				Rate	Amount
	<p>HOUSE FITCHAT - 91 FRANGIPANI STREET, KLEIN BRON ESTATE, BRACKENFELL - ESTIMATE COST OF REMEDIAL WORKS REQUIRED</p> <p><u>NOTE:</u></p> <p><u>QUANTIFICATION BELOW COMPILED FROM JONATHAN W MITCHELL BUILDING CONSULTANT REPORT 4821.</u></p> <p><u>ALL LABOUR RATES ARE BASED ON THE MINIMUM RATES SET OUT BY THE BIBC MBA WAGE SCHEDULE CAPE PENINSULA NOVEMBER 2019.</u></p> <p><u>ALL RATES ARE EXCLUSIVE OF VALUE ADDED TAX AND CONTRACTORS PROFIT. THESE ARE ADDED AS SEPERATE ITEMS BELOW</u></p> <p><i>1.00 - PRELIMINARIES AND GENERAL</i></p>				
1	Preliminaries including Health and Safety, Supervision etc complete	Sum	1	22,717.50	22,717.50
	<p><i>1.01 - GENERAL REMOVAL OF SEALANT, CLEANING JOINT AND APPLYING FLEXIBLE SEALANT AROUND WINDOWS</i></p>				
2	Carefully remove sealant around windows and prepare for new	m	115	13.82	1,589.73
3	Supply and install Flexible Sealant around external reveals of windows (Sika Sikaflex sealant or similar)	m	115	40.49	4,656.40
	<p><i>1.02 - PLASTER REPAIRS TO TOPS OF BOUNDARY WALLS NORTH WEST SIDE OF PROPERTY</i></p>				
4	Carefully hack off plaster to top of walls not exceeding 300mm wide and remove rubble	m	30	40.29	1,208.72
5	One coat external plaster to tops of boundary walls not exceeding 300mm wide - Plaster top to be raked to prevent accumulation of water on top	m	30	71.85	2,155.65
6	One coat waterproofing to tops of boundary walls (Duram Fibretech or equal, returned down 100 both sides of walls)	m2	12	144.24	1,730.90
	Page total				34,058.90

QUANTIFICATION

Item	Bill description	Unit	Bill quantity	Net	
				Rate	Amount
7	One coat primer, and two coats acrylic paint on walls (Plascon Micatex or equal)	m2	67	78.88	5,284.96
	<i>1.03 - CORRECT WEEPHOLES ON NORTH EAST ELEVATION</i>				
8	Carefully hack off plaster, drill open and plaster repair to straighten and neaten weepholes	no	4	65.15	260.59
	<i>1.04 - PLASTER REPAIRS TO TOPS OF BOUNDARY WALLS SOUTH EAST SIDE OF PROPERTY</i>				
9	Carefully hack off plaster to top of walls not exceeding 300mm wide and remove rubble	m	5	40.29	201.45
10	One coat external plaster to tops of boundary walls not exceeding 300mm wide - Plaster top to be raked to prevent accumulation of water on top	m	5	71.85	359.27
11	One coat waterproofing to tops of boundary walls (Duram Fibretech or equal, returned down 100 both sides of walls)	m2	10	144.24	1,442.42
12	One coat primer, and two coats acrylic paint on walls (Plascon Micatex or equal)	m2	76	78.88	5,994.88
	<i>1.05 - BOUNDARY WALL ON SOUTH EASTERN SIDE OF PROPERTY</i>				
13	Allowance for plaster repairs required on plaster capping, corners etc - Plasterer and labourer allowed for half day	Sum	1	890.99	890.99
14	Carefully remove sealant to colum joint and prepare for new	m	4	13.82	55.30
15	Supply and install Flexible Sealant to expansion joints (Sika Sikaflex sealant or similar)	m	4	40.49	161.96
16	One coat waterproofing to tops and sides of boundary walls (Duram Fibretech or equal, returned down 100 both sides of walls)	m2	4	144.24	576.97
Page total					15,228.79

QUANTIFICATION

Item	Bill description	Unit	Bill quantity	Net	
				Rate	Amount
17	One coat primer, and two coats acrylic paint on walls (Plascon Micatex or equal)	m2	25	78.88	1,972.00
	<i>1.06 - PAINT TEXTURE REPAIRS</i>				
18	Rub down paint texture with carborundum block and prep for re-paint	m2	241	14.39	3,467.03
19	One coat primer, and two coats acrylic paint on walls (Plascon Micatex or equal)	m2	241	78.88	19,010.08
	<i>1.07 - WALLS AT BRAAI</i>				
	<i>Refer 1.06 above</i>				
	<i>1.08 - ROOF AT BRAAI TO BE FINISHED AND WALLS TO BRAAI AREA</i>				
20	Supply and install Galvanised mild steel flashing and counter flashing against Braai chinmey walls	Sum	1	246.14	246.14
21	One coat waterproofing to tops and sides of braai walls and chimney (Duram Fibretech or equal)	m2	4	144.24	576.97
22	One coat primer, and two coats acrylic paint on walls (Plascon Micatex or equal)	m2	38	78.88	2,997.44
	<i>1.09 - PLASTER REPAIRS TO TOPS OF BOUNDARY WALLS SOUTH WEST SIDE OF PROPERTY</i>				
23	Allowance for plaster repairs required on plaster capping, corners etc - Plasterer and labourer allowed for 3 days	Sum	1	4,483.73	4,483.73
24	One coat waterproofing to tops and sides of boundary walls (Duram Fibretech or equal, returned down 100 both sides of walls)	m2	6	144.24	865.45
25	One coat primer, and two coats acrylic paint on walls (Plascon Micatex or equal)	m2	30	78.88	2,366.40
	<i>1.10 - PLASTER ETC. TO CHIMNEY</i>				
	<i>Also refer 1.08 above</i>				
	Page total				35,985.24

QUANTIFICATION

Item	Bill description	Unit	Bill quantity	Net	
				Rate	Amount
	HOUSE FITCHAT - 91 FRANGIPANI STREET, KLEIN BRON ESTATE, BRACKENFELL - ESTIMATE COST OF REMEDIAL WORKS REQUIRED				125,356.20
	1.00 - PRELIMINARIES AND GENERAL				22,717.50
	1.01 - GENERAL REMOVAL OF SEALANT, CLEANING JOINT AND APPLYING FLEXIBLE SEALANT AROUND WINDOWS				6,246.13
	1.02 - PLASTER REPAIRS TO TOPS OF BOUNDARY WALLS NORTH WEST SIDE OF PROPERTY				10,380.23
	1.03 - CORRECT WEEPHOLES ON NORTH EAST ELEVATION				260.59
	1.04 - PLASTER REPAIRS TO TOPS OF BOUNDARY WALLS SOUTH EAST SIDE OF PROPERTY				7,998.02
	1.05 - BOUNDARY WALL ON SOUTH EASTERN SIDE OF PROPERTY				3,657.22
	1.06 - PAINT TEXTURE REPAIRS				22,477.11
	1.07 - WALLS AT BRAAI				
	1.08 - ROOF AT BRAAI TO BE FINISHED AND WALLS TO BRAAI AREA				3,820.55
	1.09 - PLASTER REPAIRS TO TOPS OF BOUNDARY WALLS SOUTH WEST SIDE OF PROPERTY				7,715.58
	1.10 - PLASTER ETC. TO CHIMNEY				1,156.70
	1.11 - REPAIRS TO ROOF TILES				2,500.00
	1.12 - INSPECTION CHAMBER				500.57
	1.13 - BRICK PAVING REPAIRS				5,104.91
	1.14 - STEPS OUTSIDE OFFICE				252.29
	1.15 - WALL COATING ON SOUTH SIDE OF OFFICE				
	PROFIT @ 15%				14,218.05
	VAT @ 15%				16,350.75
	TOTAL				125,356.20

QUANTIFICATION WITH WORKSHEETS

Item	Bill description	Unit	Bill quantity	Net																																				
				Rate	Amount																																			
	<p>HOUSE FITCHAT - 91 FRANGIPANI STREET, KLEIN BRON ESTATE, BRACKENFELL - ESTIMATE COST OF REMEDIAL WORKS REQUIRED</p> <p><u>NOTE:</u></p> <p><u>QUANTIFICATION BELOW COMPILED FROM JONATHAN W MITCHELL BUILDING CONSULTANT REPORT 4821.</u></p> <p><u>ALL LABOUR RATES ARE BASED ON THE MINIMUM RATES SET OUT BY THE BIBC MBA WAGE SCHEDULE CAPE PENINSULA NOVEMBER 2019.</u></p> <p><u>ALL RATES ARE EXCLUSIVE OF VALUE ADDED TAX AND CONTRACTORS PROFIT. THESE ARE ADDED AS SEPERATE ITEMS BELOW</u></p> <p><i>1.00 - PRELIMINARIES AND GENERAL</i></p>																																							
1	Preliminaries including Health and Safety, Supervision etc complete	Sum	1	22,717.50	22,717.50																																			
<p>A1080 Preliminaries including Health and Safety, Supervision etc complete Total Bill Qty=1.000 Sum Stored: 07/10/20 Rate: 07/10/20</p> <p>Prelims & General @ 25%</p> <p>#</p> <table border="0"> <tr> <td>AB001</td> <td>Preliminary & General expenses</td> <td>1.00rate*72070.00 All works</td> <td>=</td> <td>18,017.50</td> <td>18,017.50</td> <td>79.31%</td> </tr> <tr> <td>=</td> <td>APPLIED FACTOR</td> <td>*0.25</td> <td></td> <td>18,017.50</td> <td>18,017.50</td> <td>79.31%</td> </tr> </table> <p>#</p> <table border="0"> <tr> <td>AB001</td> <td>Preliminary & General expenses</td> <td>1.00rate*2500.00 Drop sheets etc</td> <td>=</td> <td>2,500.00</td> <td>2,500.00</td> <td>11.01%</td> </tr> <tr> <td>AB001</td> <td>Preliminary & General expenses</td> <td>1.00rate*2200.00 Rubble removal</td> <td>=</td> <td>2,200.00</td> <td>2,200.00</td> <td>9.68%</td> </tr> <tr> <td>=</td> <td>APPLIED FACTOR</td> <td>*1</td> <td></td> <td>4,700.00</td> <td>4,700.00</td> <td>20.69%</td> </tr> </table> <p>A= 22,717.50 Net Rate 22,717.50 22,717.50</p>						AB001	Preliminary & General expenses	1.00rate*72070.00 All works	=	18,017.50	18,017.50	79.31%	=	APPLIED FACTOR	*0.25		18,017.50	18,017.50	79.31%	AB001	Preliminary & General expenses	1.00rate*2500.00 Drop sheets etc	=	2,500.00	2,500.00	11.01%	AB001	Preliminary & General expenses	1.00rate*2200.00 Rubble removal	=	2,200.00	2,200.00	9.68%	=	APPLIED FACTOR	*1		4,700.00	4,700.00	20.69%
AB001	Preliminary & General expenses	1.00rate*72070.00 All works	=	18,017.50	18,017.50	79.31%																																		
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AB001	Preliminary & General expenses	1.00rate*2500.00 Drop sheets etc	=	2,500.00	2,500.00	11.01%																																		
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=	APPLIED FACTOR	*1		4,700.00	4,700.00	20.69%																																		
	1.00 - PRELIMINARIES AND GENERAL				22,717.50																																			
	<i>1.01 - GENERAL REMOVAL OF SEALANT, CLEANING JOINT AND APPLYING FLEXIBLE SEALANT AROUND WINDOWS</i>																																							
2	Carefully remove sealant around windows and prepare for new	m	115	13.82	1,589.73																																			
<p>A10101 Carefully remove sealant to colum joint and prepare for new Total Bill Qty=119.000 m Stored: 05/10/20 Rate: 06/10/20</p> <table border="0"> <tr> <td>8</td> <td>8L105 Bricklayer</td> <td>884.72pday/64n pday</td> <td>=</td> <td>13.82</td> <td>1,644.58</td> <td>99.97%</td> </tr> <tr> <td>L=</td> <td>13.82</td> <td></td> <td></td> <td>13.82</td> <td>1,645.03</td> <td></td> </tr> </table>						8	8L105 Bricklayer	884.72pday/64n pday	=	13.82	1,644.58	99.97%	L=	13.82			13.82	1,645.03																						
8	8L105 Bricklayer	884.72pday/64n pday	=	13.82	1,644.58	99.97%																																		
L=	13.82			13.82	1,645.03																																			

QUANTIFICATION WITH WORKSHEETS

Item	Bill description	Unit	Bill quantity	Net	
				Rate	Amount
3	Supply and install Flexible Sealant around external reveals of windows (Sika Sikaflex sealant or similar)	m	115	40.49	4,656.40
<p>A10102 Supply and Install Flexible Sealant to expansion joints (Sika Sikaflex sealant or similar) Stored: # Sealant (Six5m Joint) BS/10/20 # Sealant (Six5m Joint) # 8L105 Bricklayer 884.72pday/64n pday = 13.82 1,644.58 34.13% M5511 Sika sikaflex sealant 168.00p386nl/6m = 26.67 3,173.73 65.87% = APPLIED FACTOR *1 40.49 4,818.31 100.00% Net Rate 40.49 4,818.36 L= 13.82 M= 26.67 Total Bill Qty=119.000 m Rate: 06/10/20</p>					
<p>1.01 - GENERAL REMOVAL OF SEALANT, CLEANING JOINT AND APPLYING FLEXIBLE SEALANT AROUND WINDOWS</p> <p>1.02 - PLASTER REPAIRS TO TOPS OF BOUNDARY WALLS NORTH WEST SIDE OF PROPERTY</p>					6,246.13
4	Carefully hack off plaster to top of walls not exceeding 300mm wide and remove rubble	m	30	40.29	1,208.72
<p>A10111 Carefully hack off plaster to top of walls not exceeding 300mm wide and remove rubble Stored: # Plasterer gang(Plat) BS/10/20 # 5L701 Plasterer gang(Plat) 1289.30pday/32m pday = 40.29 1,410.15 100.00% M6015 Rubble removal 0.80pcun*8.03 Rubble part of P&G = 8.00 8.00 0.00% = APPLIED FACTOR *1 40.29 1,410.15 100.00% Net Rate 40.29 1,410.17 L= 40.29 Total Bill Qty=35.000 m Rate: 06/10/20</p>					
5	One coat external plaster to tops of boundary walls not exceeding 300mm wide - Plaster top to be raked to prevent accumulation of water on top	m	30	71.85	2,155.65
<p>A10112 One coat external plaster to tops of boundary walls not exceeding 300mm wide - Plaster top to be raked to prevent Stored: # Plasterer gang(Plat) BS/10/20 # 5L701 Plasterer gang(Plat) 1289.30pday/6sqm pday = 64.46 2,256.10 89.71% 5W901e 1:1:6 compo plaster 985.34cu.m*0.02cu.p sqm*25%waste = 7.39 258.65 10.28% = APPLIED FACTOR *0.3 71.85 2,514.75 99.99% Net Rate 71.85 2,514.92 L= 64.46 M= 7.39 Total Bill Qty=35.000 m Rate: 06/10/20</p>					
6	One coat waterproofing to tops of boundary walls (Duram Fibretech or equal, returned down 100 both sides of walls)	m2	12	144.24	1,730.90
<p>A10113 One coat waterproofing to tops and sides of boundary walls (Duram Fibretech or equal, returned down 100 Stored: # Bricklayer team (B*1) BS/10/20 # 5L401a Bricklayer team (B*1) 1289.30pday/12sqm pday = 107.44 3,438.08 74.49% M5510 Duram Fibre tech waterproofing 328.00psl/10*1.15waste = 35.80 1,177.60 25.51% = APPLIED FACTOR *1 144.24 4,615.68 100.00% Net Rate 144.24 4,615.73 L= 107.44 M= 35.80 Total Bill Qty=32.000 m2 Rate: 06/10/20</p>					

QUANTIFICATION WITH WORKSHEETS

Item	Bill description	Unit	Bill quantity	Net	
				Rate	Amount
7	One coat primer, and two coats acrylic paint on walls (Plascon Micatex or equal)	m2	67	78.88	5,284.96
<p><i>A10123</i> One coat primer, and two coats acrylic paint on walls (Plascon Micatex or equal) Total Bill Qty=477.000 m2 Stored: paint on walls (Plascon Micatex or equal) Rate: 06/10/20 # Prep & Prime 8 8L101 Labourer 494.50pday/60sqpday Prepare = 6.74 3,214.98 8.54% M7690 All purpose primer 810.00p201/20/6psqg*1.15 Waste & sundry = 7.76 3,701.52 9.84% 8 8L117 Painter 767.96pday/48sqpday 1st Coat = 19.28 9,158.40 24.34% = APPLIED FACTOR *1 33.70 16,074.90 42.72% # Final coats 8 8L117 Painter 767.96pday/50sqpday Coat = 30.72 14,653.44 38.95% M8090 Exterior Pure Acrylic paint 889.09p201/20/71psqg*1.15 Waste & sundry = 14.46 6,897.42 18.33% = APPLIED FACTOR *2 45.18 21,950.86 57.28% Net Rate 78.88 37,625.76 L= 56.66 M= 22.22</p>					
<p>1.02 - PLASTER REPAIRS TO TOPS OF BOUNDARY WALLS NORTH WEST SIDE OF PROPERTY</p> <p>1.03 - CORRECT WEEPHOLES ON NORTH EAST ELEVATION</p>					10,380.23
8	Carefully hack off plaster, drill open and plaster repair to straighten and neaten weepholes	no	4	65.15	260.59
<p><i>A10121</i> Carefully hack off plaster, drill open and plaster repair to straighten and neaten weepholes Total Bill Qty=4.000 no Stored: and plaster repair to straighten and neaten weepholes Rate: 06/10/20 # Neaten weephole 8 8L110 Plasterer 884.72pday/16no pday = 55.30 221.20 84.88% 5 5M901e 1:1:6 compo plaster 985.34cu.m*0.02*0.5 = 9.85 39.40 15.12% = APPLIED FACTOR *1 65.15 260.60 100.00% Net Rate 65.15 260.59 L= 55.30 M= 9.85</p>					
<p>1.03 - CORRECT WEEPHOLES ON NORTH EAST ELEVATION</p> <p>1.04 - PLASTER REPAIRS TO TOPS OF BOUNDARY WALLS SOUTH EAST SIDE OF PROPERTY</p>					260.59
9	Carefully hack off plaster to top of walls not exceeding 300mm wide and remove rubble	m	5	40.29	201.45
<p><i>A10111</i> Carefully hack off plaster to top of walls not exceeding 300mm wide and remove rubble Total Bill Qty=35.000 m Stored: walls not exceeding 300mm wide and remove rubble Rate: 06/10/20 5 5L701 Plasterer gang(P1A1) 1289.30pday/32m pday = 40.29 1,410.15 100.00% M8015 Rubble removal 0.00pcun*0.03 Rubble part of P&G = 0.00 0.00 0.00% = 40.29 1,410.15 100.00% Net Rate 40.29 1,410.17 L= 40.29</p>					
10	One coat external plaster to tops of boundary walls not exceeding 300mm wide - Plaster top to be raked to prevent accumulation of water on top	m	5	71.85	359.27
<p><i>A10112</i> One coat external plaster to tops of boundary walls not exceeding 300mm wide - Plaster top to be raked to prevent Total Bill Qty=35.000 m Stored: boundary walls not exceeding 300mm wide - Plaster top to be raked to prevent Rate: 06/10/20 # 5 5L701 Plasterer gang(P1A1) 1289.30pday/6sqp pday = 64.46 2,256.10 89.71% 5 5M901e 1:1:6 compo plaster 985.34cu.m*0.02cum.p sqm=25%waste = 7.39 268.65 10.28% = APPLIED FACTOR *0.3 71.85 2,514.75 99.99% Net Rate 71.85 2,514.92 L= 64.46 M= 7.39</p>					

QUANTIFICATION WITH WORKSHEETS

Item	Bill description	Unit	Bill quantity	Net																																																																					
				Rate	Amount																																																																				
11	One coat waterproofing to tops of boundary walls (Duram Fibretech or equal, returned down 100 both sides of walls)	m2	10	144.24	1,442.42																																																																				
<p>A10113 One coat waterproofing to tops and sides of boundary walls (Duram Fibretech or equal, returned down 100 #</p> <p>Stored: 05/10/20 Rate: 06/10/20</p> <p>Total Bill Qty=32.000 m2</p> <table border="0"> <tr> <td>5</td> <td>SL401a Bricklayer team (8*1)</td> <td>1289.30pday/12sqmpday</td> <td>=</td> <td>107.44</td> <td>3,438.06</td> <td>74.49%</td> </tr> <tr> <td></td> <td>M5510 Duram Fibre tech waterproofing</td> <td>320.00p5l/10*1.15waste</td> <td>=</td> <td>36.80</td> <td>1,177.60</td> <td>25.51%</td> </tr> <tr> <td></td> <td>= APPLIED FACTOR</td> <td>*1</td> <td></td> <td>144.24</td> <td>4,615.66</td> <td>100.00%</td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td>Net Rate</td> <td>144.24</td> <td>4,615.73</td> </tr> </table> <p>L= 107.44 M= 36.80</p>						5	SL401a Bricklayer team (8*1)	1289.30pday/12sqmpday	=	107.44	3,438.06	74.49%		M5510 Duram Fibre tech waterproofing	320.00p5l/10*1.15waste	=	36.80	1,177.60	25.51%		= APPLIED FACTOR	*1		144.24	4,615.66	100.00%					Net Rate	144.24	4,615.73																																								
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				Net Rate	144.24	4,615.73																																																																			
12	One coat primer, and two coats acrylic paint on walls (Plascon Micatex or equal)	m2	76	78.88	5,994.88																																																																				
<p>A10123 One coat primer, and two coats acrylic paint on walls (Plascon Micatex or equal) #</p> <p>Stored: 06/10/20 Rate: 06/10/20</p> <p>Total Bill Qty=477.000 m2</p> <table border="0"> <tr> <td colspan="6"># Prep & Prime</td> </tr> <tr> <td>8</td> <td>8L101 Labourer</td> <td>404.58pday/60sqmpday Prepare</td> <td>=</td> <td>6.74</td> <td>3,214.98</td> <td>8.54%</td> </tr> <tr> <td></td> <td>M7600 All purpose primer</td> <td>810.00p20l/20/6psqm*1.15 Waste & sundry</td> <td>=</td> <td>7.76</td> <td>3,701.52</td> <td>9.84%</td> </tr> <tr> <td>8</td> <td>8L117 Painter</td> <td>767.96pday/40sqmpday 1st Coat</td> <td>=</td> <td>19.20</td> <td>9,158.40</td> <td>24.34%</td> </tr> <tr> <td></td> <td>= APPLIED FACTOR</td> <td>*1</td> <td></td> <td>33.70</td> <td>16,074.90</td> <td>42.72%</td> </tr> <tr> <td colspan="6"># Final coats</td> </tr> <tr> <td>8</td> <td>8L117 Painter</td> <td>767.96pday/50sqmpday Coat</td> <td>=</td> <td>39.72</td> <td>14,653.44</td> <td>38.95%</td> </tr> <tr> <td></td> <td>M8000 Exterior Pure Acrylic paint</td> <td>880.00p20l/20/7lpsqm*1.15 Waste & sundry</td> <td>=</td> <td>14.46</td> <td>6,897.42</td> <td>18.33%</td> </tr> <tr> <td></td> <td>= APPLIED FACTOR</td> <td>*2</td> <td></td> <td>45.18</td> <td>21,550.86</td> <td>57.28%</td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td>Net Rate</td> <td>78.88</td> <td>37,625.76</td> </tr> </table> <p>L= 56.66 M= 22.22</p>						# Prep & Prime						8	8L101 Labourer	404.58pday/60sqmpday Prepare	=	6.74	3,214.98	8.54%		M7600 All purpose primer	810.00p20l/20/6psqm*1.15 Waste & sundry	=	7.76	3,701.52	9.84%	8	8L117 Painter	767.96pday/40sqmpday 1st Coat	=	19.20	9,158.40	24.34%		= APPLIED FACTOR	*1		33.70	16,074.90	42.72%	# Final coats						8	8L117 Painter	767.96pday/50sqmpday Coat	=	39.72	14,653.44	38.95%		M8000 Exterior Pure Acrylic paint	880.00p20l/20/7lpsqm*1.15 Waste & sundry	=	14.46	6,897.42	18.33%		= APPLIED FACTOR	*2		45.18	21,550.86	57.28%					Net Rate	78.88	37,625.76
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1.04 - PLASTER REPAIRS TO TOPS OF BOUNDARY WALLS SOUTH EAST SIDE OF PROPERTY					7,998.02																																																																				
<i>1.05 - BOUNDARY WALL ON SOUTH EASTERN SIDE OF PROPERTY</i>																																																																									
13	Allowance for plaster repairs required on plaster capping, corners etc - Plasterer and labourer allowed for half day	Sum	1	890.99	890.99																																																																				
<p>A10141 Allowance for plaster repairs required on plaster capping, corners etc -</p> <p>Stored: 05/10/20 Rate: 06/10/20</p> <p>Total Bill Qty=1.000 Sum</p> <table border="0"> <tr> <td colspan="6">#</td> </tr> <tr> <td>5</td> <td>SL701 Plasterer gang(Pl&1)</td> <td>1289.30pday*0.5 day</td> <td>=</td> <td>644.65</td> <td>644.65</td> <td>72.35%</td> </tr> <tr> <td>5</td> <td>M9901e 1:1:6 compo plaster</td> <td>985.34cu.m*0.2cum.p sqm=25waste</td> <td>=</td> <td>246.34</td> <td>246.34</td> <td>27.65%</td> </tr> <tr> <td></td> <td>= APPLIED FACTOR</td> <td>*1</td> <td></td> <td>890.99</td> <td>890.99</td> <td>100.00%</td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td>Net Rate</td> <td>890.99</td> <td>890.99</td> </tr> </table> <p>L= 644.65 M= 246.34</p>						#						5	SL701 Plasterer gang(Pl&1)	1289.30pday*0.5 day	=	644.65	644.65	72.35%	5	M9901e 1:1:6 compo plaster	985.34cu.m*0.2cum.p sqm=25waste	=	246.34	246.34	27.65%		= APPLIED FACTOR	*1		890.99	890.99	100.00%					Net Rate	890.99	890.99																																		
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14	Carefully remove sealant to colum joint and prepare for new	m	4	13.82	55.30																																																																				
<p>A10101 Carefully remove sealant to colum joint and prepare for new</p> <p>Stored: 05/10/20 Rate: 06/10/20</p> <p>Total Bill Qty=119.000 m</p> <table border="0"> <tr> <td>8</td> <td>8L105 Bricklayer</td> <td>884.72pday/64n pday</td> <td>=</td> <td>13.82</td> <td>1,644.58</td> <td>99.97%</td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td>Net Rate</td> <td>13.82</td> <td>1,645.03</td> </tr> </table> <p>L= 13.82</p>						8	8L105 Bricklayer	884.72pday/64n pday	=	13.82	1,644.58	99.97%					Net Rate	13.82	1,645.03																																																						
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15	Supply and install Flexible Sealant to expansion joints (Sika Sikaflex sealant or similar)	m	4	40.49	161.96																																																																				
<p>A10102 Supply and Install Flexible Sealant to expansion joints (Sika Sikaflex sealant or similar) #</p> <p>Stored: 05/10/20 Rate: 06/10/20</p> <p>Total Bill Qty=119.000 m</p> <table border="0"> <tr> <td colspan="6"># Sealant (5x5mm Joint)</td> </tr> <tr> <td>8</td> <td>8L105 Bricklayer</td> <td>884.72pday/64n pday</td> <td>=</td> <td>13.82</td> <td>1,644.58</td> <td>34.13%</td> </tr> <tr> <td></td> <td>M5511 Sika sikaflex sealant</td> <td>160.00p300ml/6m</td> <td>=</td> <td>26.67</td> <td>3,173.73</td> <td>65.87%</td> </tr> <tr> <td></td> <td>= APPLIED FACTOR</td> <td>*1</td> <td></td> <td>40.49</td> <td>4,818.31</td> <td>100.00%</td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td>Net Rate</td> <td>40.49</td> <td>4,818.36</td> </tr> </table> <p>L= 13.82 M= 26.67</p>						# Sealant (5x5mm Joint)						8	8L105 Bricklayer	884.72pday/64n pday	=	13.82	1,644.58	34.13%		M5511 Sika sikaflex sealant	160.00p300ml/6m	=	26.67	3,173.73	65.87%		= APPLIED FACTOR	*1		40.49	4,818.31	100.00%					Net Rate	40.49	4,818.36																																		
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QUANTIFICATION WITH WORKSHEETS

Item	Bill description	Unit	Bill quantity	Net																																																																							
				Rate	Amount																																																																						
16	One coat waterproofing to tops and sides of boundary walls (Duram Fibretech or equal, returned down 100 both sides of walls)	m2	4	144.24	576.97																																																																						
<p>A10113 One coat waterproofing to tops and sides of boundary walls (Duram Fibretech or equal, returned down 100) Total Bill Qty=32.000 m2</p> <p>Stored: 05/10/20 Rate: 06/10/20</p> <table border="0" style="width:100%"> <tr> <td>#</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>5</td> <td>5L401a Bricklayer team (8*1)</td> <td>1289.30pday/12sqmpday</td> <td>=</td> <td>107.44</td> <td>3,438.08</td> <td>74.49%</td> </tr> <tr> <td></td> <td>M5510 Duram Fibre tech waterproofing</td> <td>329.00p5l/10*1.15waste</td> <td>=</td> <td>36.89</td> <td>1,177.60</td> <td>25.51%</td> </tr> <tr> <td></td> <td>= APPLIED FACTOR</td> <td>*1</td> <td></td> <td>144.24</td> <td>4,615.68</td> <td>100.00%</td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td>Net Rate</td> <td>144.24</td> <td>4,615.73</td> </tr> </table> <p>L= 107.44 M= 36.89</p>						#							5	5L401a Bricklayer team (8*1)	1289.30pday/12sqmpday	=	107.44	3,438.08	74.49%		M5510 Duram Fibre tech waterproofing	329.00p5l/10*1.15waste	=	36.89	1,177.60	25.51%		= APPLIED FACTOR	*1		144.24	4,615.68	100.00%					Net Rate	144.24	4,615.73																																			
#																																																																											
5	5L401a Bricklayer team (8*1)	1289.30pday/12sqmpday	=	107.44	3,438.08	74.49%																																																																					
	M5510 Duram Fibre tech waterproofing	329.00p5l/10*1.15waste	=	36.89	1,177.60	25.51%																																																																					
	= APPLIED FACTOR	*1		144.24	4,615.68	100.00%																																																																					
				Net Rate	144.24	4,615.73																																																																					
17	One coat primer, and two coats acrylic paint on walls (Plascon Micatex or equal)	m2	25	78.88	1,972.00																																																																						
<p>A10123 One coat primer, and two coats acrylic paint on walls (Plascon Micatex or equal) Total Bill Qty=477.000 m2</p> <p>Stored: 06/10/20 Rate: 06/10/20</p> <table border="0" style="width:100%"> <tr> <td>#</td> <td colspan="2"># Prep & Prime</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>8</td> <td>8L101 Labourer</td> <td>404.58pday/60sqmpday Prepare</td> <td>=</td> <td>6.74</td> <td>3,214.98</td> <td>8.54%</td> </tr> <tr> <td></td> <td>M7600 All purpose primer</td> <td>810.00p20l/20/6psqm*1.15 Waste & sundry</td> <td>=</td> <td>7.76</td> <td>3,701.52</td> <td>9.84%</td> </tr> <tr> <td>8</td> <td>8L117 Painter</td> <td>767.96pday/40sqmpday 1st Coat</td> <td>=</td> <td>19.20</td> <td>9,158.40</td> <td>24.34%</td> </tr> <tr> <td></td> <td>= APPLIED FACTOR</td> <td>*1</td> <td></td> <td>33.70</td> <td>16,074.90</td> <td>42.72%</td> </tr> <tr> <td>#</td> <td colspan="2"># Final coats</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>8</td> <td>8L117 Painter</td> <td>767.96pday/50sqmpday Coat</td> <td>=</td> <td>39.72</td> <td>14,653.44</td> <td>38.95%</td> </tr> <tr> <td></td> <td>M8000 Exterior Pure Acrylic paint</td> <td>880.00p20l/20/71psqm*1.15 Waste & sundry</td> <td>=</td> <td>14.46</td> <td>6,897.42</td> <td>18.33%</td> </tr> <tr> <td></td> <td>= APPLIED FACTOR</td> <td>*2</td> <td></td> <td>45.18</td> <td>21,550.86</td> <td>57.28%</td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td>Net Rate</td> <td>78.88</td> <td>37,625.76</td> </tr> </table> <p>L= 56.66 M= 22.22</p>						#	# Prep & Prime						8	8L101 Labourer	404.58pday/60sqmpday Prepare	=	6.74	3,214.98	8.54%		M7600 All purpose primer	810.00p20l/20/6psqm*1.15 Waste & sundry	=	7.76	3,701.52	9.84%	8	8L117 Painter	767.96pday/40sqmpday 1st Coat	=	19.20	9,158.40	24.34%		= APPLIED FACTOR	*1		33.70	16,074.90	42.72%	#	# Final coats						8	8L117 Painter	767.96pday/50sqmpday Coat	=	39.72	14,653.44	38.95%		M8000 Exterior Pure Acrylic paint	880.00p20l/20/71psqm*1.15 Waste & sundry	=	14.46	6,897.42	18.33%		= APPLIED FACTOR	*2		45.18	21,550.86	57.28%					Net Rate	78.88	37,625.76
#	# Prep & Prime																																																																										
8	8L101 Labourer	404.58pday/60sqmpday Prepare	=	6.74	3,214.98	8.54%																																																																					
	M7600 All purpose primer	810.00p20l/20/6psqm*1.15 Waste & sundry	=	7.76	3,701.52	9.84%																																																																					
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	= APPLIED FACTOR	*2		45.18	21,550.86	57.28%																																																																					
				Net Rate	78.88	37,625.76																																																																					
1.05 - BOUNDARY WALL ON SOUTH EASTERN SIDE OF PROPERTY					3,657.22																																																																						
<i>1.06 - PAINT TEXTURE REPAIRS</i>																																																																											
18	Rub down paint texture with carborundum block and prep for re-paint	m2	241	14.39	3,467.03																																																																						
<p>A1015a Rub down paint texture with carborundum block and prep for re-paint Total Bill Qty=241.000 m2</p> <p>Stored: 05/10/20 Rate: 06/10/20</p> <table border="0" style="width:100%"> <tr> <td>#</td> <td colspan="2"># Prep</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>8</td> <td>8L101 Labourer</td> <td>404.58pday/32sqmpday Prepare</td> <td>=</td> <td>12.64</td> <td>3,046.24</td> <td>87.86%</td> </tr> <tr> <td></td> <td>M5200 Carborundum rubbing block</td> <td>97.00ea/64sqm*1.15 Waste & sundry</td> <td>=</td> <td>1.74</td> <td>419.34</td> <td>12.10%</td> </tr> <tr> <td></td> <td>= APPLIED FACTOR</td> <td>*1</td> <td></td> <td>14.39</td> <td>3,467.99</td> <td>100.00%</td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td>Net Rate</td> <td>14.39</td> <td>3,467.03</td> </tr> </table> <p>L= 12.64 M= 1.74</p>						#	# Prep						8	8L101 Labourer	404.58pday/32sqmpday Prepare	=	12.64	3,046.24	87.86%		M5200 Carborundum rubbing block	97.00ea/64sqm*1.15 Waste & sundry	=	1.74	419.34	12.10%		= APPLIED FACTOR	*1		14.39	3,467.99	100.00%					Net Rate	14.39	3,467.03																																			
#	# Prep																																																																										
8	8L101 Labourer	404.58pday/32sqmpday Prepare	=	12.64	3,046.24	87.86%																																																																					
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				Net Rate	14.39	3,467.03																																																																					
19	One coat primer, and two coats acrylic paint on walls (Plascon Micatex or equal)	m2	241	78.88	19,010.08																																																																						
<p>A10123 One coat primer, and two coats acrylic paint on walls (Plascon Micatex or equal) Total Bill Qty=477.000 m2</p> <p>Stored: 06/10/20 Rate: 06/10/20</p> <table border="0" style="width:100%"> <tr> <td>#</td> <td colspan="2"># Prep & Prime</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>8</td> <td>8L101 Labourer</td> <td>404.58pday/60sqmpday Prepare</td> <td>=</td> <td>6.74</td> <td>3,214.98</td> <td>8.54%</td> </tr> <tr> <td></td> <td>M7600 All purpose primer</td> <td>810.00p20l/20/6psqm*1.15 Waste & sundry</td> <td>=</td> <td>7.76</td> <td>3,701.52</td> <td>9.84%</td> </tr> <tr> <td>8</td> <td>8L117 Painter</td> <td>767.96pday/40sqmpday 1st Coat</td> <td>=</td> <td>19.20</td> <td>9,158.40</td> <td>24.34%</td> </tr> <tr> <td></td> <td>= APPLIED FACTOR</td> <td>*1</td> <td></td> <td>33.70</td> <td>16,074.90</td> <td>42.72%</td> </tr> <tr> <td>#</td> <td colspan="2"># Final coats</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>8</td> <td>8L117 Painter</td> <td>767.96pday/50sqmpday Coat</td> <td>=</td> <td>39.72</td> <td>14,653.44</td> <td>38.95%</td> </tr> <tr> <td></td> <td>M8000 Exterior Pure Acrylic paint</td> <td>880.00p20l/20/71psqm*1.15 Waste & sundry</td> <td>=</td> <td>14.46</td> <td>6,897.42</td> <td>18.33%</td> </tr> <tr> <td></td> <td>= APPLIED FACTOR</td> <td>*2</td> <td></td> <td>45.18</td> <td>21,550.86</td> <td>57.28%</td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td>Net Rate</td> <td>78.88</td> <td>37,625.76</td> </tr> </table> <p>L= 56.66 M= 22.22</p>						#	# Prep & Prime						8	8L101 Labourer	404.58pday/60sqmpday Prepare	=	6.74	3,214.98	8.54%		M7600 All purpose primer	810.00p20l/20/6psqm*1.15 Waste & sundry	=	7.76	3,701.52	9.84%	8	8L117 Painter	767.96pday/40sqmpday 1st Coat	=	19.20	9,158.40	24.34%		= APPLIED FACTOR	*1		33.70	16,074.90	42.72%	#	# Final coats						8	8L117 Painter	767.96pday/50sqmpday Coat	=	39.72	14,653.44	38.95%		M8000 Exterior Pure Acrylic paint	880.00p20l/20/71psqm*1.15 Waste & sundry	=	14.46	6,897.42	18.33%		= APPLIED FACTOR	*2		45.18	21,550.86	57.28%					Net Rate	78.88	37,625.76
#	# Prep & Prime																																																																										
8	8L101 Labourer	404.58pday/60sqmpday Prepare	=	6.74	3,214.98	8.54%																																																																					
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	= APPLIED FACTOR	*2		45.18	21,550.86	57.28%																																																																					
				Net Rate	78.88	37,625.76																																																																					
1.06 - PAINT TEXTURE REPAIRS					22,477.11																																																																						
<i>1.07 - WALLS AT BRAAI</i>																																																																											

QUANTIFICATION WITH WORKSHEETS

Item	Bill description	Unit	Bill quantity	Net																																																															
				Rate	Amount																																																														
	<i>Refer 1.06 above</i>																																																																		
	1.07 - WALLS AT BRAAI																																																																		
	<i>1.08 - ROOF AT BRAAI TO BE FINISHED AND WALLS TO BRAAI AREA</i>																																																																		
20	Supply and install Galvanised mild steel flashing and counter flashing against Braai chimney walls	Sum	1	246.14	246.14																																																														
<p>A10171 Supply and install Galvanised mild steel flashing and counter flashing against Braai chimney walls Stored: 05/10/20 # Supply and install Total Bill Qty=1.000 Sum Rate: 06/10/20</p> <table border="0"> <tr> <td>5</td> <td>5L501 Carpenter team (C+1)</td> <td>1289.36pday/32mpday</td> <td>=</td> <td>49.29</td> <td>49.29</td> <td>16.37%</td> </tr> <tr> <td></td> <td>M5300 462mm Girth Head wall flashing (2.45m)</td> <td>115.00ea*1.15 waste and knock-ins</td> <td>=</td> <td>132.25</td> <td>132.25</td> <td>53.73%</td> </tr> <tr> <td></td> <td>M5301 48x48mm Counter flashing (2.45m)</td> <td>64.00ea*1.15</td> <td>=</td> <td>73.60</td> <td>73.60</td> <td>29.90%</td> </tr> <tr> <td></td> <td>= APPLIED FACTOR</td> <td>*1</td> <td></td> <td>246.14</td> <td>246.14</td> <td>100.00%</td> </tr> <tr> <td colspan="4"></td> <td>Net Rate</td> <td>246.14</td> <td>246.14</td> </tr> </table> <p>L= 49.29 M= 206.85</p>						5	5L501 Carpenter team (C+1)	1289.36pday/32mpday	=	49.29	49.29	16.37%		M5300 462mm Girth Head wall flashing (2.45m)	115.00ea*1.15 waste and knock-ins	=	132.25	132.25	53.73%		M5301 48x48mm Counter flashing (2.45m)	64.00ea*1.15	=	73.60	73.60	29.90%		= APPLIED FACTOR	*1		246.14	246.14	100.00%					Net Rate	246.14	246.14																											
5	5L501 Carpenter team (C+1)	1289.36pday/32mpday	=	49.29	49.29	16.37%																																																													
	M5300 462mm Girth Head wall flashing (2.45m)	115.00ea*1.15 waste and knock-ins	=	132.25	132.25	53.73%																																																													
	M5301 48x48mm Counter flashing (2.45m)	64.00ea*1.15	=	73.60	73.60	29.90%																																																													
	= APPLIED FACTOR	*1		246.14	246.14	100.00%																																																													
				Net Rate	246.14	246.14																																																													
21	One coat waterproofing to tops and sides of braai walls and chimney (Duram Fibretech or equal)	m2	4	144.24	576.97																																																														
<p>A10113a One coat waterproofing to tops and sides of braai walls and chimney (Duram Fibretech or equal) Stored: 06/10/20 # Total Bill Qty=5.000 m2 Rate: 06/10/20</p> <table border="0"> <tr> <td>5</td> <td>5L401a Bricklayer team (B+1)</td> <td>1289.36pday/12sqmpday</td> <td>=</td> <td>107.44</td> <td>537.20</td> <td>74.49%</td> </tr> <tr> <td></td> <td>M5510 Duram Fibre tech waterproofing</td> <td>320.00p5L/10*1.15waste</td> <td>=</td> <td>36.80</td> <td>144.00</td> <td>25.51%</td> </tr> <tr> <td></td> <td>= APPLIED FACTOR</td> <td>*1</td> <td></td> <td>144.24</td> <td>721.20</td> <td>100.00%</td> </tr> <tr> <td colspan="4"></td> <td>Net Rate</td> <td>144.24</td> <td>721.21</td> </tr> </table> <p>L= 107.44 M= 36.80</p>						5	5L401a Bricklayer team (B+1)	1289.36pday/12sqmpday	=	107.44	537.20	74.49%		M5510 Duram Fibre tech waterproofing	320.00p5L/10*1.15waste	=	36.80	144.00	25.51%		= APPLIED FACTOR	*1		144.24	721.20	100.00%					Net Rate	144.24	721.21																																		
5	5L401a Bricklayer team (B+1)	1289.36pday/12sqmpday	=	107.44	537.20	74.49%																																																													
	M5510 Duram Fibre tech waterproofing	320.00p5L/10*1.15waste	=	36.80	144.00	25.51%																																																													
	= APPLIED FACTOR	*1		144.24	721.20	100.00%																																																													
				Net Rate	144.24	721.21																																																													
22	One coat primer, and two coats acrylic paint on walls (Plascon Micatex or equal)	m2	38	78.88	2,997.44																																																														
<p>A10123 One coat primer, and two coats acrylic paint on walls (Plascon Micatex or equal) Stored: 06/10/20 # Prep & Prime Total Bill Qty=477.000 m2 Rate: 06/10/20</p> <table border="0"> <tr> <td>8</td> <td>8L191 Labourer</td> <td>494.50pday/60sqmpday Prepare</td> <td>=</td> <td>6.74</td> <td>3,214.98</td> <td>8.54%</td> </tr> <tr> <td></td> <td>M7600 All purpose primer</td> <td>810.00p20L/20/6psq*1.15 Waste & sundry</td> <td>=</td> <td>7.76</td> <td>3,701.52</td> <td>9.84%</td> </tr> <tr> <td>8</td> <td>8L117 Painter</td> <td>767.96pday/48sqmpday 1st Coat</td> <td>=</td> <td>19.28</td> <td>9,158.40</td> <td>24.34%</td> </tr> <tr> <td></td> <td>= APPLIED FACTOR</td> <td>*1</td> <td></td> <td>33.70</td> <td>16,074.90</td> <td>42.72%</td> </tr> <tr> <td colspan="6"># Final coats</td> </tr> <tr> <td>8</td> <td>8L117 Painter</td> <td>767.96pday/50sqmpday Coat</td> <td>=</td> <td>30.72</td> <td>14,653.44</td> <td>38.95%</td> </tr> <tr> <td></td> <td>M8008 Exterior Pure Acrylic paint</td> <td>880.00p20L/20/71psq*1.15 Waste & sundry</td> <td>=</td> <td>14.46</td> <td>6,897.42</td> <td>18.33%</td> </tr> <tr> <td></td> <td>= APPLIED FACTOR</td> <td>*2</td> <td></td> <td>49.18</td> <td>21,950.86</td> <td>57.20%</td> </tr> <tr> <td colspan="4"></td> <td>Net Rate</td> <td>78.88</td> <td>37,625.76</td> </tr> </table> <p>L= 56.66 M= 22.22</p>						8	8L191 Labourer	494.50pday/60sqmpday Prepare	=	6.74	3,214.98	8.54%		M7600 All purpose primer	810.00p20L/20/6psq*1.15 Waste & sundry	=	7.76	3,701.52	9.84%	8	8L117 Painter	767.96pday/48sqmpday 1st Coat	=	19.28	9,158.40	24.34%		= APPLIED FACTOR	*1		33.70	16,074.90	42.72%	# Final coats						8	8L117 Painter	767.96pday/50sqmpday Coat	=	30.72	14,653.44	38.95%		M8008 Exterior Pure Acrylic paint	880.00p20L/20/71psq*1.15 Waste & sundry	=	14.46	6,897.42	18.33%		= APPLIED FACTOR	*2		49.18	21,950.86	57.20%					Net Rate	78.88	37,625.76
8	8L191 Labourer	494.50pday/60sqmpday Prepare	=	6.74	3,214.98	8.54%																																																													
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	1.08 - ROOF AT BRAAI TO BE FINISHED AND WALLS TO BRAAI AREA				3,820.55																																																														
	<i>1.09 - PLASTER REPAIRS TO TOPS OF BOUNDARY WALLS SOUTH WEST SIDE OF PROPERTY</i>																																																																		
23	Allowance for plaster repairs required on plaster capping, corners etc - Plasterer and labourer allowed for 3 days	Sum	1	4,483.73	4,483.73																																																														
<p>A10181 Allowance for plaster repairs required on plaster capping, corners etc - Plasterer and labourer allowed for 3 days Stored: 05/10/20 # Total Bill Qty=1.000 Sum Rate: 06/10/20</p> <table border="0"> <tr> <td>5</td> <td>5L791 Plasterer gang(Pl&L)</td> <td>1289.36pday*3 days</td> <td>=</td> <td>3,867.89</td> <td>3,867.89</td> <td>86.26%</td> </tr> <tr> <td>5</td> <td>M5901e 1:1:6 corpo plaster</td> <td>965.34cu.m*0.5cum.p sqn*25%waste</td> <td>=</td> <td>615.84</td> <td>615.84</td> <td>13.73%</td> </tr> <tr> <td></td> <td>= APPLIED FACTOR</td> <td>*1</td> <td></td> <td>4,483.73</td> <td>4,483.73</td> <td>100.00%</td> </tr> <tr> <td colspan="4"></td> <td>Net Rate</td> <td>4,483.73</td> <td>4,483.73</td> </tr> </table> <p>L= 3,867.89 M= 615.84</p>						5	5L791 Plasterer gang(Pl&L)	1289.36pday*3 days	=	3,867.89	3,867.89	86.26%	5	M5901e 1:1:6 corpo plaster	965.34cu.m*0.5cum.p sqn*25%waste	=	615.84	615.84	13.73%		= APPLIED FACTOR	*1		4,483.73	4,483.73	100.00%					Net Rate	4,483.73	4,483.73																																		
5	5L791 Plasterer gang(Pl&L)	1289.36pday*3 days	=	3,867.89	3,867.89	86.26%																																																													
5	M5901e 1:1:6 corpo plaster	965.34cu.m*0.5cum.p sqn*25%waste	=	615.84	615.84	13.73%																																																													
	= APPLIED FACTOR	*1		4,483.73	4,483.73	100.00%																																																													
				Net Rate	4,483.73	4,483.73																																																													

QUANTIFICATION WITH WORKSHEETS

Item	Bill description	Unit	Bill quantity	Net																																																																																					
				Rate	Amount																																																																																				
24	One coat waterproofing to tops and sides of boundary walls (Duram Fibretech or equal, returned down 100 both sides of walls)	m2	6	144.24	865.45																																																																																				
<p>A10113 One coat waterproofing to tops and sides of boundary walls (Duram Fibretech or equal, returned down 100</p> <p>Stored: 05/10/20</p> <p>Total Bill Qty=32.000 m2</p> <p>Rate: 06/10/20</p> <table border="1"> <tr> <td>#</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>5</td> <td>5L401a Bricklayer team (8*1)</td> <td>1200.30pday/12sqmday</td> <td>=</td> <td>107.44</td> <td>3,438.08</td> <td>74.49%</td> </tr> <tr> <td></td> <td>M5510 Durum Fibre tech waterproofing</td> <td>320.00p5l/10*1.15waste</td> <td>=</td> <td>36.80</td> <td>1,177.60</td> <td>25.51%</td> </tr> <tr> <td></td> <td>= APPLIED FACTOR</td> <td>*1</td> <td></td> <td>144.24</td> <td>4,615.68</td> <td>100.00%</td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td>Net Rate</td> <td>144.24</td> <td>4,615.73</td> </tr> <tr> <td></td> <td>L= 107.44</td> <td>M= 36.80</td> <td></td> <td></td> <td></td> <td></td> </tr> </table>						#							5	5L401a Bricklayer team (8*1)	1200.30pday/12sqmday	=	107.44	3,438.08	74.49%		M5510 Durum Fibre tech waterproofing	320.00p5l/10*1.15waste	=	36.80	1,177.60	25.51%		= APPLIED FACTOR	*1		144.24	4,615.68	100.00%					Net Rate	144.24	4,615.73		L= 107.44	M= 36.80																																														
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5	5L401a Bricklayer team (8*1)	1200.30pday/12sqmday	=	107.44	3,438.08	74.49%																																																																																			
	M5510 Durum Fibre tech waterproofing	320.00p5l/10*1.15waste	=	36.80	1,177.60	25.51%																																																																																			
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				Net Rate	144.24	4,615.73																																																																																			
	L= 107.44	M= 36.80																																																																																							
25	One coat primer, and two coats acrylic paint on walls (Plascon Micatex or equal)	m2	30	78.88	2,366.40																																																																																				
<p>A10123 One coat primer, and two coats acrylic paint on walls (Plascon Micatex or equal)</p> <p>Stored: 06/10/20</p> <p>Total Bill Qty=477.000 m2</p> <p>Rate: 06/10/20</p> <table border="1"> <tr> <td>#</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td colspan="7"># Prep & Prime</td> </tr> <tr> <td>8</td> <td>8L101 Labourer</td> <td>404.50pday/60sqmday Prepare</td> <td>=</td> <td>6.74</td> <td>3,214.98</td> <td>8.54%</td> </tr> <tr> <td></td> <td>M7600 All purpose primer</td> <td>810.00p20l/20/6psqm*1.15 Waste & sundry</td> <td>=</td> <td>7.76</td> <td>3,701.52</td> <td>9.84%</td> </tr> <tr> <td>8</td> <td>8L117 Painter</td> <td>767.96pday/40sqmday 1st Coat</td> <td>=</td> <td>19.20</td> <td>9,158.40</td> <td>24.34%</td> </tr> <tr> <td></td> <td>= APPLIED FACTOR</td> <td>*1</td> <td></td> <td>33.70</td> <td>16,074.90</td> <td>42.72%</td> </tr> <tr> <td colspan="7"># Final coats</td> </tr> <tr> <td>8</td> <td>8L117 Painter</td> <td>767.96pday/90sqmday Coat</td> <td>=</td> <td>30.72</td> <td>14,693.44</td> <td>38.95%</td> </tr> <tr> <td></td> <td>M9000 Exterior Pure Acrylic paint</td> <td>880.00p20l/20/71psqm*1.15 Waste & sundry</td> <td>=</td> <td>14.46</td> <td>6,897.42</td> <td>18.33%</td> </tr> <tr> <td></td> <td>= APPLIED FACTOR</td> <td>*2</td> <td></td> <td>45.18</td> <td>21,590.86</td> <td>57.28%</td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td>Net Rate</td> <td>78.88</td> <td>37,625.76</td> </tr> <tr> <td></td> <td>L= 56.66</td> <td>M= 22.22</td> <td></td> <td></td> <td></td> <td></td> </tr> </table>						#							# Prep & Prime							8	8L101 Labourer	404.50pday/60sqmday Prepare	=	6.74	3,214.98	8.54%		M7600 All purpose primer	810.00p20l/20/6psqm*1.15 Waste & sundry	=	7.76	3,701.52	9.84%	8	8L117 Painter	767.96pday/40sqmday 1st Coat	=	19.20	9,158.40	24.34%		= APPLIED FACTOR	*1		33.70	16,074.90	42.72%	# Final coats							8	8L117 Painter	767.96pday/90sqmday Coat	=	30.72	14,693.44	38.95%		M9000 Exterior Pure Acrylic paint	880.00p20l/20/71psqm*1.15 Waste & sundry	=	14.46	6,897.42	18.33%		= APPLIED FACTOR	*2		45.18	21,590.86	57.28%					Net Rate	78.88	37,625.76		L= 56.66	M= 22.22				
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<p>1.09 - PLASTER REPAIRS TO TOPS OF BOUNDARY WALLS SOUTH WEST SIDE OF PROPERTY</p> <p><i>1.10 - PLASTER ETC. TO CHIMNEY</i></p> <p><i>Also refer 1.08 above</i></p>					7,715.58																																																																																				
26	Allowance for plaster repairs required on plaster chimney, corners, base etc - Plasterer and labourer allowed for half day	Sum	1	890.99	890.99																																																																																				
<p>A101191 Allowance for plaster repairs required on plaster chimney, corners, base etc - Plasterer and labourer allowed for half</p> <p>Stored: 05/10/20</p> <p>Total Bill Qty=1.000 Sum</p> <p>Rate: 06/10/20</p> <table border="1"> <tr> <td>#</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>5</td> <td>5L701 Plasterer gang(Pl&t)</td> <td>1200.30pday*0.5 day</td> <td>=</td> <td>644.65</td> <td>644.65</td> <td>72.35%</td> </tr> <tr> <td>5</td> <td>M9001e 1:1:6 compo plaster</td> <td>985.34cu.m*0.2cum.p sqm*25waste</td> <td>=</td> <td>246.34</td> <td>246.34</td> <td>27.65%</td> </tr> <tr> <td></td> <td>= APPLIED FACTOR</td> <td>*1</td> <td></td> <td>890.99</td> <td>890.99</td> <td>100.00%</td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td>Net Rate</td> <td>890.99</td> <td>890.99</td> </tr> <tr> <td></td> <td>L= 644.65</td> <td>M= 246.34</td> <td></td> <td></td> <td></td> <td></td> </tr> </table>						#							5	5L701 Plasterer gang(Pl&t)	1200.30pday*0.5 day	=	644.65	644.65	72.35%	5	M9001e 1:1:6 compo plaster	985.34cu.m*0.2cum.p sqm*25waste	=	246.34	246.34	27.65%		= APPLIED FACTOR	*1		890.99	890.99	100.00%					Net Rate	890.99	890.99		L= 644.65	M= 246.34																																														
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	L= 644.65	M= 246.34																																																																																							
27	Supply and install Flexible Sealant to gap under cowl (Sika Sikaflex sealant or similar)	m	3	40.49	121.47																																																																																				
<p>A10102a Supply and Install Flexible Sealant to gap under cowl (Sika Sikaflex sealant or similar)</p> <p>Stored: 05/10/20</p> <p>Total Bill Qty=3.000 m</p> <p>Rate: 06/10/20</p> <table border="1"> <tr> <td>#</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td colspan="7"># Sealant (5x5mm Joint)</td> </tr> <tr> <td>8</td> <td>8L105 Bricklayer</td> <td>884.72pday/64m pday</td> <td>=</td> <td>13.82</td> <td>41.46</td> <td>34.13%</td> </tr> <tr> <td></td> <td>M5511 Sika sikaflex sealant</td> <td>100.00p300ml/6m</td> <td>=</td> <td>26.67</td> <td>80.01</td> <td>65.87%</td> </tr> <tr> <td></td> <td>= APPLIED FACTOR</td> <td>*1</td> <td></td> <td>40.49</td> <td>121.47</td> <td>100.00%</td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td>Net Rate</td> <td>40.49</td> <td>121.47</td> </tr> <tr> <td></td> <td>L= 13.82</td> <td>M= 26.67</td> <td></td> <td></td> <td></td> <td></td> </tr> </table>						#							# Sealant (5x5mm Joint)							8	8L105 Bricklayer	884.72pday/64m pday	=	13.82	41.46	34.13%		M5511 Sika sikaflex sealant	100.00p300ml/6m	=	26.67	80.01	65.87%		= APPLIED FACTOR	*1		40.49	121.47	100.00%					Net Rate	40.49	121.47		L= 13.82	M= 26.67																																							
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	L= 13.82	M= 26.67																																																																																							

QUANTIFICATION WITH WORKSHEETS

Item	Bill description	Unit	Bill quantity	Net	
				Rate	Amount
28	One coat waterproofing to tops and sides of braai walls and chimney (Duram Fibretech or equal)	m2	1	144.24	144.24
<p><i>A10113a</i> One coat waterproofing to tops and sides of braai walls and chimney (Duram Fibretech or equal) Total Bill Qty=5.000 m2 <i>Stored:</i> 05/10/20 Rate: 06/10/20 # 5 9L401a Bricklayer team (B*1) 1289.30pday/12sqmday = 107.44 537.20 74.49% M5510 Duram Fibre tech waterproofing 320.00p5l/10*1.15waste = 36.80 184.00 25.51% = APPLIED FACTOR *1 144.24 721.20 100.00% Net Rate 144.24 721.21 L= 107.44 M= 36.80</p>					
1.10 - PLASTER ETC. TO CHIMNEY					1,156.70
1.11 - REPAIRS TO ROOF TILES					
29	Allowance for the removal and replacement of cracked roof tiles in localised positions including paint	Sum	1	2,500.00	2,500.00
<p><i>A10201</i> Allowance for the removal and replacement of cracked roof tiles in localised positions including paint Total Bill Qty=1.000 Sum <i>Stored:</i> 06/10/20 Rate: 06/10/20 M8680 Roofing materials allowance 1.00rate*2500.00 = 2,500.00 2,500.00 100.00% = APPLIED FACTOR *1 Net Rate 2,500.00 2,500.00 M= 2,500.00</p>					
1.11 - REPAIRS TO ROOF TILES					2,500.00
1.12 - INSPECTION CHAMBER					
30	Carefully demolish brick plinth on inside of inspection chamber and plaster smooth	Sum	1	50.57	50.57
<p><i>A10211</i> Carefully demolish brick plinth on inside of inspection chamber and plaster smooth Total Bill Qty=1.000 Sum <i>Stored:</i> 05/10/20 Rate: 06/10/20 # Demo plinth 8 8L101 Labourer 404.58pday/8no pday = 50.57 50.57 100.00% M0015 Rubble removal 0.00pcun*0.05*0 Rubble part of P&G = 0.00 0.00 0.00% = APPLIED FACTOR *1 50.57 50.57 100.00% Plaster and paint with wall repairs Net Rate 50.57 50.57 L= 50.57</p>					
31	Supply and install Galvanised mild steel cover plate approximate size 500 x 400mm to top of inspection chamber	No	1	450.00	450.00
<p><i>A10212</i> Supply and install Galvanised mild steel cover plate approximate size 500 x 400mm to top of inspection chamber Total Bill Qty=1.000 No <i>Stored:</i> 05/10/20 Rate: 06/10/20 # Supply and install M9999 Sundry materials 1.00rate*450.00 = 450.00 450.00 100.00% = APPLIED FACTOR *1 450.00 450.00 100.00% Net Rate 450.00 450.00 M= 450.00</p>					
1.12 - INSPECTION CHAMBER					500.57
1.13 - BRICK PAVING REPAIRS					

QUANTIFICATION WITH WORKSHEETS

Item	Bill description	Unit	Bill quantity	Net																																																																															
				Rate	Amount																																																																														
32	Take up brick pavers, compact substrate, clean and relay pavers and grout on completion	m2	56	91.16	5,104.91																																																																														
<p><i>A10221</i> Take up brick pavers, compact substrate, clean and relay pavers and grout on completion Stored: 05/10/20 Total Bill Qty=56.000 m2 Rate: 06/10/20</p> <table border="0"> <tr> <td># Labour remove and relay</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>5 9L401a Bricklayer team (B+1)</td> <td>1289.30pday*1</td> <td>=</td> <td>46.05</td> <td>2,576.80</td> <td>50.52%</td> </tr> <tr> <td>8 9L101 Labourer</td> <td>404.58pday*2</td> <td>=</td> <td>28.90</td> <td>1,618.40</td> <td>31.70%</td> </tr> <tr> <td>= APPLIED FACTOR</td> <td>*2 days/56sqm</td> <td></td> <td>74.94</td> <td>4,196.64</td> <td>82.21%</td> </tr> <tr> <td># Materials for grouting & Stabilising</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>M2001 Surebuldo cement</td> <td>89.00p0bag*2 bags</td> <td>=</td> <td>3.18</td> <td>178.08</td> <td>3.49%</td> </tr> <tr> <td>M2050 Mortar sand</td> <td>210.00pcu.m*2cum filling and grout</td> <td>=</td> <td>7.50</td> <td>420.00</td> <td>8.23%</td> </tr> <tr> <td>= APPLIED FACTOR</td> <td>*1/56sqm</td> <td></td> <td>10.68</td> <td>598.08</td> <td>11.72%</td> </tr> <tr> <td># Compactor</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>P3210 Plate compactor</td> <td>185.08pday*1</td> <td>=</td> <td>3.30</td> <td>184.80</td> <td>3.62%</td> </tr> <tr> <td>P3211 Brick vibrating pad for plate compactor</td> <td>125.00pday*1</td> <td>=</td> <td>2.23</td> <td>124.88</td> <td>2.45%</td> </tr> <tr> <td>= APPLIED FACTOR</td> <td>*1/56sqm</td> <td></td> <td>5.54</td> <td>310.24</td> <td>6.08%</td> </tr> <tr> <td></td> <td></td> <td></td> <td>Net Rate</td> <td>91.16</td> <td>5,104.91</td> </tr> </table> <p>L= 74.94 M= 10.68 P= 5.54</p>						# Labour remove and relay						5 9L401a Bricklayer team (B+1)	1289.30pday*1	=	46.05	2,576.80	50.52%	8 9L101 Labourer	404.58pday*2	=	28.90	1,618.40	31.70%	= APPLIED FACTOR	*2 days/56sqm		74.94	4,196.64	82.21%	# Materials for grouting & Stabilising						M2001 Surebuldo cement	89.00p0bag*2 bags	=	3.18	178.08	3.49%	M2050 Mortar sand	210.00pcu.m*2cum filling and grout	=	7.50	420.00	8.23%	= APPLIED FACTOR	*1/56sqm		10.68	598.08	11.72%	# Compactor						P3210 Plate compactor	185.08pday*1	=	3.30	184.80	3.62%	P3211 Brick vibrating pad for plate compactor	125.00pday*1	=	2.23	124.88	2.45%	= APPLIED FACTOR	*1/56sqm		5.54	310.24	6.08%				Net Rate	91.16	5,104.91
# Labour remove and relay																																																																																			
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			Net Rate	91.16	5,104.91																																																																														
1.13 - BRICK PAVING REPAIRS					5,104.91																																																																														
1.14 - STEPS OUTSIDE OFFICE																																																																																			
33	Allowance for cleaning off paint etc off aluminium dor / window	Sum	1	252.29	252.29																																																																														
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QUANTIFICATION WITH WORKSHEETS

Item	Bill description	Unit	Bill quantity	Net	
				Rate	Amount
35	VALUE ADDED TAX	%	100		16,350.75
<p>A2000 VALUE ADDED TAX Total Bill Qty=1.000 %</p> <p>Stored: Rate: 07/10/20</p> <p>07/10/20</p> <p># VAT @ 15%</p> <p>K1000 VAT & contingencies 1.00rate*109805.00*0.15 = 16,350.75 16,350.75 100.00%</p> <p>= APPLIED FACTOR *1 16,350.75 100.00%</p> <p>L= 16,350.75 Net Rate 16,350.75 16,350.75</p>					
	VAT @ 15%				16,350.75
	HOUSE FITCHAT - 91 FRANGIPANI STREET, KLEIN BRON ESTATE, BRACKENFELL - ESTIMATE COST OF REMEDIAL WORKS REQUIRED				125,356.20

QUANTIFICATION WITH WORKSHEETS

Item	Bill description	Unit	Bill quantity	Net	
				Rate	Amount
	HOUSE FITCHAT - 91 FRANGIPANI STREET, KLEIN BRON ESTATE, BRACKENFELL - ESTIMATE COST OF REMEDIAL WORKS REQUIRED				125,356.20
	1.00 - PRELIMINARIES AND GENERAL				22,717.50
	1.01 - GENERAL REMOVAL OF SEALANT, CLEANING JOINT AND APPLYING FLEXIBLE SEALANT AROUND WINDOWS				6,246.13
	1.02 - PLASTER REPAIRS TO TOPS OF BOUNDARY WALLS NORTH WEST SIDE OF PROPERTY				10,380.23
	1.03 - CORRECT WEEPHOLES ON NORTH EAST ELEVATION				260.59
	1.04 - PLASTER REPAIRS TO TOPS OF BOUNDARY WALLS SOUTH EAST SIDE OF PROPERTY				7,998.02
	1.05 - BOUNDARY WALL ON SOUTH EASTERN SIDE OF PROPERTY				3,657.22
	1.06 - PAINT TEXTURE REPAIRS				22,477.11
	1.07 - WALLS AT BRAAI				
	1.08 - ROOF AT BRAAI TO BE FINISHED AND WALLS TO BRAAI AREA				3,820.55
	1.09 - PLASTER REPAIRS TO TOPS OF BOUNDARY WALLS SOUTH WEST SIDE OF PROPERTY				7,715.58
	1.10 - PLASTER ETC. TO CHIMNEY				1,156.70
	1.11 - REPAIRS TO ROOF TILES				2,500.00
	1.12 - INSPECTION CHAMBER				500.57
	1.13 - BRICK PAVING REPAIRS				5,104.91
	1.14 - STEPS OUTSIDE OFFICE				252.29
	1.15 - WALL COATING ON SOUTH SIDE OF OFFICE				
	PROFIT @ 15%				14,218.05
	VAT @ 15%				16,350.75
	TOTAL				125,356.20

Jonathan W Mitchell

INDEPENDENT BUILDING CONSULTANT

AND
CONSTRUCTION DISPUTE RESOLUTION PRACTITIONER

for and on behalf of Happy Homes Construction CC
11 Upper Camp Road, Maitland, 7405 Tel: 021-511-7222/1

(File ref: fitchat\quantification report 4818)

REPORT NAME: Mr & Mrs Fitchat
ADDRESS: 91 Frangipani Str
Klein Bron Estate
Brackenfell, 7560
VAT REG. NO: 4930121977
DATE: 8th October 2020
TAX INVOICE NO: 4818

Our bank details
Pay by Internet (EFT)
Bank INVESTEC
Branch code 58 01 05
Account number 1001 057 4406
Account name HAPPY HOMES CONSTRUCTION CC
Reference Invoice number / Your name

Brief Quantity Surveyor Nizam Banderker on what remedial work needs to be measured; and how this is to be measured; and all in compliance with the report no. 4821 prepared by Jonathan Mitchell.	½ hour	R1 250.00
Check Nizam's measure and calculations	½ hr	R1 250.00
Instruct Nizam Banderker on certain editing, recalculation and re-measure	½ hour	R1 250.00
Sub-total		R3 750.00
Add VAT @ 15%		R 562.50
Total		R4 312.50
<u>Disbursements</u>		
Nizam Banderker		
Invoice no. FIT01 [No VAT added to this disbursement]		R3 750.00
AMOUNT NOW DUE FOR PAYMENT:		R8 062.50

Please note our terms are payment on presentation of this invoice.

Full payment to be received **prior** to receiving the quantified written report.
Thank You.

NIRO INC. QUANTITY SURVEYORS
P.O BOX 500, GATESVILLE 7766
FAX: 086 540 5801
CELL : 084 603 8497 / 084 764 5198
Tax no: 9349/837/16/2



INVOICE

Customer Details	
Name:	Jonathan W Mitchell Independent Building Consultant
Address:	11 Upper Camp Road Maitland, 7405
Vat no:	
Attention:	Mr J. Mitchell

Invoice No. Fit01

Date : 7 October 2020

Contract Details:
House Fitchat - 91 Frangipani Road, Klein Bron Estate - Remedial works Quantification

Description	TOTAL
1 Quantification Report 3 hrs x 1 250,00	R 3 750,00

SubTotal R 3 750,00

Less: Previously invoiced R -

TOTAL THIS INVOICE R 3 750,00

BANKING DETAILS
NIRO QUANTITY SURVEYORS cc
Standard Bank
Acc. No. 27 291 325 1
Branch Code: 03 1110

Thank you for your support.

Niro Inc. Quantity Surveyors cc 2009/044572/23

Fianal account.

CA cape@sealtek.co.za
📧 Tue, 22 Oct 2019 7:57:00 AM +0200

To "'Sonet Fitchat'" <sonet@cluedapp.co.za>

Cc "kobie" <kobie@lfcon.co.za>, "Louis Lourens" <Louis@fpsslaw.co.za>, "quintonlegrange" <quintonlegrange@yahoo.com>

Tags 🔗

Security 🔒 TLS [Learn more](#)

More Sonet.

Ek het met Quinton vergader rondom julle werk.

1. Ek het met Chris ook bevestig dis nog slegs die skuur van polyfille in die garage. Dit was Vrydag nog nat. Dit sal hom 20 min neem om klaar te maak.

Dan beskou ek die binne werk as afgehandel vir dit wat ons gekwoteer het. Julle het glo met Quinton en my werkers bevestig dat julle self die huis binne gaan verf

2. Lenox het die growwe gedeeltes met die diamant block klaar geskuur en hulle het reeds die areas weer geverf. Dit is ook so deur hulle bevestig.
3. Hulle het reeds geverf waar hulle geskuur het.
4. Quinton het reeds aandag daaraan gegee. Julle het ons nou gestop so hy kan nie klaar maak nie.
5. Hulle het Vrydag daardie muur geverf wat net een laag op gehad het.
6. Ons het slegs gekwoteer om die agterste muur reg te maak sodat die water nie in die muur in gaan nie. Ons het vir geen regmaak werk aan die suide muur gekwoteer nie. Die muur aan die buurman se kant is so afgewerk. Ons sal vir julle n kwotasie gee indien julle hom glad afgewerk wil he.
7. Reeds gedoen maar Quinton sal met my bevestig.
8. Daar is geen cement teen skuifdeure nie.
9. Kan julle asb dit net uitwys.
10. Die geut kontrakteur moet hulle maar kom vas sit. Ons het hulle terug gesit waar die wall brackets was.
11. Let asb daarop dat indien enige derde party aan ons werk peuter of beskadig daar geen waarborg op ons werk sal wees nie.

Die werk waarvoor ons geprys het buite is voltooi. Die werk binne is voltooi behalwe die finale verf laag. Julle het bevestig dat julle dit self gaan doen.

Ek het Vrydag gereel dat die skoonmaak diens julle huis vandag kom skoon maak. Julle het sonder my medewete hulle gekontak en my reelings gekanseleer. Angie het my kantoor geskakel en gese hulle kan nie meer die huis skoonmaak nie want julle het n time slot gehad en dit is nou verbeur. Dis moet julle maar nou self iemand kry om hom skoon te maak. Julle kan nie die heelyd ons reelings verander nie en dan reflekteer dit sleg op my nie.

Julle het weereens vir my en Quinton laat weet via whatsapp en email dat ons nie weer by julle huis moet kom nie en ons gedreig met n restraining order. Quinton wou reelings met jou tref om die werk saam met julle deur te loop en af te gee en Chris moet nog in die garage geskuur het. Dit is dus duidelik dat julle die werk as afgehandel beskou.

Aangeheg is ook ons finale rekening vir onmiddelijke betaling asb. Ons het materiaal en arbeid om Vrydag te betaal.

Groete

Charl Johnsen
0790737894
cape@sealtek.co.za



From: Sonet Fitchat <sonet@cluedapp.co.za>
Sent: Monday, 21 October 2019 09:15
To: cape <cape@sealtek.co.za>
Subject: werk afhandel

Hi,

Quinton het verlede week vir my gese daar gaan nie 'n snag lysie wees nie, en dat hy elke oggend hierheen sal kom en by my hoor wat ek gedoen wil he aangaande die werk wat nog klaargemaak moet word.

Ek het gisteraand vir hom hierdie lysie gestuur wat hulle hierdie week kan doen, maar hy het vanoggend vir my laat weet dat ek die lysie deur julle kantoor moet laat gaan, so hier is hy:

Werk sover vir hierdie week:

1. Werk binne die huis – skuur polyfilla af op die plekke wat julle gemis het Vrydag
2. Moenie verder krap aan die growwe muur met die baksteen nie
3. Verf mure waar met baksteen gekrap is oor.
4. Maak muur skoon van die cement grout en metaal goeters wat julle opgesit het om dit te probeer egalig maak
5. Verf mure wat julle gemis het
6. Maak res van bokant van boundary muur mooi egalig
7. Haal sement wat julle op die Jojo tank gemors het af
8. Maak lelike sement wat julle teen die kant van die skuifdeur by die kamer met die wifi gesit het glad
9. Maak lelike sement wat julle gemors het by nuwe trappie netjies
10. Maak gutter by Jojotank reguit – dit het pop rivets nodig om dit vas te maak aan die boonste geut
11. Ons wag net vir 'n tweede opinie op die waterproofing, sal julle laat weet wat die uitkoms is.

Ons voel hierdie items is deel daarvan om die werk waarvoor ons gequote is netjies klaar te maak. Laat weet maar as julle nie saam stem nie, dan bespreek ons dit.

Ons wil net uitvind of SealTek nog die werk gaan klaarmaak en of ons dit kan deurgee na ons prokureur toe.

Groete,
Sonet

1 Attachment

Vat Invoice Sealtek 479.pdf

When Charl and Quinton came to our house to give us a quotation, my main concern about having work done on the house was that I was 8 months pregnant at the time and did not want my newborn baby to be exposed to construction dust and dirt. Charl and Quinton assured me that at the end of each day their workers carefully clean the areas where they had worked, so the place would be clean. This turned out not to be the case at all. When my baby was 3 weeks old, they started the work, but the workers only did some rough sweeping of the areas where they had worked, and they did not even do that every day. The entire living area was filled with dust, including the kitchen counters. I had to clean up and vacuum the place myself nearly every time.

On the day that they did the major sanding down of the walls in the living area I came home with my baby at about 4pm and there were billows of dust everywhere. The amount of dust in the air actually made my throat burn. I thought that the workers were going to clean the place before they went home, but by the time they left, at 5pm, the place was still just as full of dust. The workers wore protective masks while working in the dust, but we and our baby were just left with the house in that condition. Quinton had left before the workers and was not here to ensure that the cleaning was done properly (or at all). When I asked him the next day why they did not clean the place, he apologised and said it should have been cleaned properly, but that they were still going to work there the next day. However, our agreement had been that they would clean every day.

I ended up vacuuming the house myself, and when I cleaned out my (still new) vacuum cleaner afterwards, the building dust mixed with the water was like a soft cement in the bottom of the vacuum cleaner. I do not think it is fair that I ruin my own vacuum cleaner to clean up after SealTek's workers in order for the house to be livable. The next day I asked Quinton to make sure the place is cleaned properly and that the place is vacuumed and mopped, and he agreed, but the next day they only had a bucket and a mop, and no vacuum cleaner. Some parts of the house are carpeted and have not been cleaned at all since SealTek started working there. I have since vacuumed those areas myself.

The cleaning issue is the one that I am the most angry about. Charl and Quinton knew that I was concerned about the health of my baby with the dust, but the precautions that were promised were not taken at all. I am still really upset about this, and am really sorry that I trusted them. When I spoke to Charl about it, his off-hand reply that they don't use vacuum cleaners was completely the opposite to the confident way he had assured me the place would be cleaned so that there wouldn't be dust that may affect my baby.

When dust is swept up on tiles, most of the dust goes up in the air, and when you have moved on with your broom, the dust in the air all just settles back down on the ground behind you. Dust needs to be vacuumed and then mopped. The one day that someone did mop the floor, after I spoke to Quinton about it, I noticed that he used the same bucket of water for the whole floor, despite the water being very dirty after the first few swipes of the mop. Using dirty water to mop a floor means the floor is not going to get much cleaner. But at least it was mopped, which was an improvement. The garage has not been cleaned at all. Everytime we come back from somewhere, the dust sticks to our shoes and it ends up back in the house again. We have just cleaned it ourselves as well.

I also pointed out to Charl that some of the rooms in the house are carpeted – how are they going to clean those? Finally Charl said they will then have to hire a vacuum cleaner. But the workers had worked in those rooms a week ago already, and they had sanded down the walls there. No cleaning had been done there in the past week. What happened to the agreement that the workers would clean the area where they had worked each day?

The house's walls had also not been wiped clean before they painted something on it, I think it was the Aquapel. When I asked Quinton if they wipe the walls before painting, he said yes. But the dust from fixing the cracks was still on the walls around the Aquapel, and I pointed it out to him. Then he said that it's ok not to wipe off the dust because the dust gets absorbed into the substrate.

Our wifi is in one of these carpeted rooms, and we discovered that it was covered in dust and flakes of old paint that had been removed from the wall, and after we wiped them off, we saw that there was also some white paint smeared on it. The one sink in the kitchen was also dirty with something white, and it looks like someone had either washed either their hands or equipment in it.

I also asked Quinton in the beginning that the covers of the light switches and plugs be removed before they painted. He assured me that it would be done. But after they started painting outside, I noticed that the covers on the bottom patio had not been removed before they painted. Charl said that it was only the primer or something that they painted like that, but why do they not paint the primer under the cover as well? Is the primer not there to ensure the paint sticks well to the entire wall?

SealTek's workers also used some of our things, such as our swimming pool net, which they broke and that they left in the pool after they left, and our extension, which was new, but is now full of paint, cement and dirt. They also used some of our things without our permission, such as our garden hose, broom and ladder. The garden hose is now full of paint and dirt, and the broom's bristles are too dirty for us to use again. The one morning I also saw a SealTek worker take our ladder out of the garage, and place it where he was going to work on a wall in the corridor, but I told him that it was ours and that he could not use it. The workers asked to borrow our vacuum cleaner, which I had locked away in a room, but after seeing how badly they treated our other things, we said no. When Theo mentioned to Quinton that the SealTek workers were using our things, Quinton just said, yes, I don't know why they don't bring their own things. No effort was made to reclaim our things, or to make sure they bring their own things.

The one afternoon when I was walking around outside I noticed that the one tap was leaking. I sent a message to Quinton to tell him about it, as well as about the tap's fittings that also seemed to be newly broken. He said that he had seen the leaking tap and that someone would fix it the next day. We were not happy that there would be water leaking on our property the entire night, partly because we would be paying for that water, but also because there is a drought, so wasting water is irresponsible. We were also not happy that Quinton had not informed us about the leak, despite him apparently knowing about it. The next day at about 10am, Theo saw that the tap was still leaking and he asked Quinton when it would be fixed. Quinton said that someone called Miguel was on his way. By 4pm the tap was still leaking, and Theo contacted Quinton again. Quinton said that Miguel was on his way right at that moment. We did not believe that Miguel was indeed on his way, and the tap had been leaking for more than 24 hours by this stage, so we told Quinton that if someone wasn't there to fix the tap by 5pm we would get a plumber to fix it and send SealTek the bill. Miguel did show up at 5pm and fixed the tap. At about 6pm someone called Anthony showed up at our house and said that Miguel had sent him to fix the tap because Miguel was going to be late. We told him Miguel had already fixed the tap and left. Anthony had a look at one of the other outside taps that Miguel had also worked on, and Anthony said that that the tap had not been fixed properly and will have to be redone. When we had a look at the tap this morning (a few days later), we noticed that the tap is still leaking.

We recently purchased a Jojo tank, which the building subcontractors moved away from the area where they were working, and turned it on its side. After they completed their work and left we noticed a really bad smell coming from the Jojo tank, and that there was a lot of dried sand around its

insides and bottom. We have cleaned it three times, and the smell is better, but it still smells bad. Also when we cleaned out the Jojo tank we discovered the lid of a discarded tin inside, which looked like the lid of a sardine can or something. It seems the builders had used the Jojo tank as a rubbish bin. The Jojo tank now also has two tears on its top edge which were not there before, and the two pins that kept its lid on are missing.

SealTek's workers have, on three occasions, gone to sit by the dam in the estate, which is only for the use of the residents. Despite telling them every time that they are not allowed to sit there, they still kept doing it. The estate's security removed previous contractors that worked for us from that area, and we really do not want them to have to do it again.

Another one of my initial concerns had been the level of professionalism. We had previously had unprofessional contractors who did incorrect and/or sloppy work. Charl and Quinton assured me that their workers did not do untidy work, and there is always supervision of the workers. This turned out not to be the case.

At the beginning of SealTek's fourth week at our house, Quinton told me that he had had to send two of his supervisors to another site, so he would be supervising. They had started working inside the house that week as well, and Quinton assured me that he would be here the whole time, and that only SealTek's own workers would be allowed inside the house. However, a few hours later he came to me and said that he had to go visit another site and would be back later. Over the next few days he regularly had to go for meetings or to give quotes to other people. I don't understand why he said he would be here the whole time if he knew he was *not* going to be here the whole time. It appears that a lack of supervision led to many of the issues mentioned here.

Initially the SealTek workers did not use any coversheets when they started with the painting work inside the house. When I cleaned the kitchen one morning, because it was full of dust from sanding down the walls, I discovered that there were flecks of paint on the kitchen counters, microwave, water filter, couch arms and a small table. The living room couches had also not been covered before they had started the sanding work, and they were covered in dust. After I raised this concern with Quinton, he said that I must understand that people are lazy and try to cut corners. Is that not what a supervisor is supposed to prevent? We are paying SealTek a very large amount of money to do professional work, not for them to be lazy and cut corners. Quinton reprimanded one of his workers called Lennox and told him to clean the things. However, since there was no vacuum cleaner, they were unable to clean the couches properly, and they only brushed the dust off the three-seater couch. All the other couches were still full of dust. In the end I vacuumed all the couches myself, but they are still grimy, and the covers will need to be cleaned – I am not sure if they can be cleaned with soap and water, or if they will need to be dry cleaned. I recently washed my curtains with soap and water and they shrunk about 5cm, so I am hesitant to wash other things in soap and water as well.

The next morning my husband and I walked around the house with Quinton and discussed the work that still had to be done. We told him not to do anything further with the swimming pool area, because we are going to get a pool company to fix it. The pipes of the jacuzzi leak, and its water level is about half-full the whole time. Later that day, when Quinton was not on site, the workers filled up the jacuzzi with water, despite us telling Quinton not to do anything with it. When we contacted Quinton about it, he said that he had not told them to fill it up, he had only told them to clean out the building rubble from the bottom of the pool. More water that we would be paying for. The water had leaked out of the jacuzzi again by the following day. The workers were having a difficult time to remove the stones from the bottom of the pool, as the water was cold and dirty. They came to ask Theo if he could please drain the pool so that he could clean it. He told them sure, he would just quickly suck all the water out

with the hosepipe. We asked the workers who was the supervisor and they said that it was Lennox. But Lennox was the worker who just yesterday did not put cover sheets down and messed paint everywhere. We are wondering why the person who was so irresponsible the previous day turned out to be the supervisor the next day. When I asked Lennox about the pool, he did not seem to know what I was talking about. Where there isn't proper supervision, the workers just do their own thing.

I had noticed that when the workers had painted outside they had messed paint on the areas around where they were painting as well. Even though Quinton told me they would clean it up, it made me worried that they would paint untidily inside as well. We asked Quinton twice whether the workers use masking tape when painting to ensure that the painting is tidy, and on both occasions Quinton assured us that they do, and that we do not need to worry. But when I arrived home in the middle of the day, I saw that the workers were painting the skirtings in the living room without having put masking tape on the tiles. So when I saw the workers not using masking tape, as Quinton had said they would, and that Quinton was again not there to check that they were doing the work correctly, I was very upset. After all the previous incidences of unprofessionalism I mentioned before due to the lack of proper supervision, we contacted Quinton to say that we were not going to allow his workers to continue working since they are not following the instructions I had discussed with Quinton.

Charl and Quinton arrived together a while later, and Charl tried intimidating Theo outside. This is completely unacceptable. Theo had an online meeting just at that time, so he asked me to come and speak to them. I asked them why the workers were not using masking tape as we had discussed, and Quinton said that a worker with 20 years' experience painting doesn't need to use tape, because he can paint very neatly. The fact that the painter seemed to be in his 20's meant that he must have gotten his first painting job when he was about 5. Charl said that on tiles they don't use masking tape because it's easy to clean the paint off tiles if they do mess on the floor. When I had a look at the parts of the skirting that had been painted, there are some parts that still have the bare wood sticking out near the floor, so they were not painted to the floor level. And in a few other places there is some paint on the tiles, which will hopefully get cleaned up. Quinton indicated later that they would use the masking tape on the tiles as well as in the carpeted rooms.

After Charl and Quinton left I went to check on the masking tape that the workers had attached to some of the carpets along the skirting. There was a gap between most of the tape and the skirting, and in some places a large gap. If the painter had painted the skirting like that, he would have definitely painted the carpet as well. Not only that, but when I pulled the masking tape off, I saw that there was a thick layer of sanding dust under the masking tape and in the crack between the carpet and the skirting. If the painter had just painted with it like that, then all that dust would have mixed with the paint. It is a very basic requirement that any surface needs to be cleaned before painting. The walls around where cracks had been filled were still very dusty and I just cleaned most of them myself, because I don't have much hope that the workers would clean them before painting, after seeing the dust around the Aquapel cracks and the dust on the carpet. Again, nobody had cleaned the area after working there. I was also wondering how a painter with 20 years' experience would stick the masking tape down like this.

I do just have one question about the cement grout that was used on the paving outside. The quote states, "Wash all paving in with cement grout and seal so water cannot penetrate.", but when I used the garden hose to clean the paving over the weekend, a lot of whatever was between the bricks of the paving came out. It looked like normal sand.

But at the end of the day, I trusted that you would take care of my baby by cleaning the house and not exposing him to construction dust. You broke our verbal contract that you would ensure that the

house would be clean at the end of each day, and for that reason I cannot allow you back in my house again. I think that potentially harming a baby's health is more than an acceptable reason for us not to allow you back in our house. Furthermore, we also consider the aggressive and intimidating behaviour of Charl towards Theo as further grounds for cancellation of the contract. Also, Charl coming here with a bossy attitude and pushing his way into our house to paint the sample paint on the inside wall after we had told Quinton that they will not be painting the inside of the house was also unacceptable. We will not allow Charl back on the property, and if he comes here again, we will phone the estate's security to remove him immediately.

So a meeting to discuss the other above-mentioned problems will not be necessary. The email was just to inform you of our reasons for not continuing to use your services.

We need to be reimbursed for the following items:

- Tap lock
- Broom
- Extension
- Garden hose
- Swimming pool net
- Blinds x1
- Water (jacuzzi unnecessary refill, leaking tap – approx. R200)
- Drycleaning of living room cushion covers
- Jojo tank (R2197.78 at BuildIt)

2019.10.08 Photos taken on Charl's last day







Photos taken on 2019.10.04

