

Appendix E16 Water Installation Agreement



 **LEGACY** | ENVIRONMENTAL
MANAGEMENT
CONSULTING



COMMERCIAL INSTALLATION AGREEMENT

between

Ground 2 Tap Water Solutions

(trading through WALKER'S WATER SOLUTIONS PROPRIETARY LIMITED)

Registration Number: 2017/417665/07

Address: 24 Kemms Rd, Wynberg, Cape Town, 7800

(referred to as 'G2T' or 'we' or 'our')

and

CLIENT NAME: THE OLD APOSTOLIC CHURCH (SOUTH AFRICA) DISTRICT WESTERN CAPE

Physical Address (Premises): EBENEZER FARM, WARBURG RD.

Email: _____

(referred to as 'Client' or 'you' or 'your')

Ground 2 Tap supplies, installs, maintains and services Water Treatment Systems for commercial or residential use to purify harvested water.

The purpose of this Agreement is to ensure that both parties are clear on the commitments and obligations for working together for the installation of a Water Treatment System.

This is an important step in building a long-lasting, trust-based relationship.

It will take you less than **10 minutes** to read this Agreement.
Please take the time to read it.

Any communications or notices in terms of this Agreement must be sent to info@ground2tap.co.za

ACCEPTED & SIGNED BY THE CLIENT OR DULY AUTHORISED REPRESENTATIVE

Name:	Signed:	Date:	Place:
F. F. IRLAND		2023/9/12	DURBANVILLE.


ACCEPTED & SIGNED BY G2T OR DULY AUTHORISED REPRESENTATIVE

Name:	Signed:	Date:	Place:
Stephen Walker		12/09/23	Wynberg

SW 

CONTENTS

1. G2T'S COMMITMENTS.....	3
2. PROPOSAL AND QUOTATION	3
3. CLIENT'S OBLIGATIONS.....	4
4. INSTALLATION	5
5. ONGOING SERVICES AFTER INSTALLATION	5
6. REPAIRS.....	5
7. GUARANTEE & WARRANTY.....	6
8. WATER REPORTS AND CERTIFICATES.....	6
9. RESOLVING DISPUTES	6
10. EVENTS BEYOND OUR CONTROL (FORCE MAJEURE)	7
11. LIABILITY	7
12. TERM OF AGREEMENT	7
13. ENDING THE AGREEMENT	8
14. GENERAL TERMS	8
ANNEXURE A: Borehole Water Results (supplied by the Client).....	9
ANNEXURE B: Quotation	10

SW


1. G2T'S COMMITMENTS

- 1.1. G2T commits to:
 - 1.1.1. always use reasonable skill and care in any work that we do;
 - 1.1.2. be available to you so that you can keep your Water Treatment System ('System') running smoothly;
 - 1.1.3. communicate openly and honestly; and
 - 1.1.4. charge a fair price for the work done.

2. PROPOSAL AND QUOTATION

- 2.1. In response to an inquiry, G2T sends out a Proposal based on our understanding of the information provided as to the Client's requirements. The Proposal sets out the scope of work to be completed when a System is installed.
- 2.2. The Proposal is followed by a Quotation (Annexure B); the Quotation specifies the costs involved, the payment terms and the water quality deliverables that G2T commits to.
- 2.3. The Quotation is considered accepted when you pay the deposit.
- 2.4. If you want anything done beyond that which is specified in the original accepted Quotation, that can only be done by agreement. In such a case the charges will be adjusted accordingly. This will be confirmed over email and will be considered an amendment to the original Quotation.
- 2.5. This Agreement is applicable for initial installation and any additional changes. The Agreement does not need to be re-signed each time new work is agreed. Any additional Quotations will be covered by this Agreement.
- 2.6. All payments must be made in full by EFT into the bank account specified on the Quotation.
- 2.7. Cyber fraud is increasingly prevalent in our industry; it is the Client's responsibility to telephonically confirm our bank details before adding G2T as a beneficiary or making any changes to the beneficiary bank details. We cannot be held liable for payments made into the wrong bank account.
- 2.8. If you don't pay in full after reasonable notice, G2T will be entitled to remove any installed System components from the Premises, cancel this Agreement and/or charge additional fees for any delays so caused.
- 2.9. If you don't uphold your obligations according to this Agreement before the System installation is complete, then G2T will be entitled to terminate this Agreement and retain the 60% deposit.
 - 2.9.1. This amount will be used towards the pre-estimated actual damages suffered by G2T as a result of the breach;
 - 2.9.2. If the damages exceed the 60% deposit, then G2T will be entitled to claim the excess difference from you; and
 - 2.9.3. If the amount of damages is less than the 60% deposit, G2T will retain 20% of the total quoted amount as a handling fee as well as any amount used to purchase materials that have already been used.
- 2.10. If no reference has been made to VAT when an amount is quoted, then it has been quoted *exclusive* of VAT, which will be added.

SW



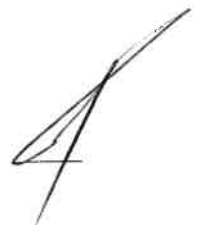
3. CLIENT'S OBLIGATIONS

3.1. Before and during an installation you commit to:

- 3.1.1. provide G2T with a comprehensive site plan BEFORE installation begins. It needs to show clearly where all pipes, cables and other underground resources and structures are situated. If you don't or cannot provide a site plan, then G2T cannot be held responsible for any damage to anything underground during the installation process. G2T will take reasonable care not to cause damage during installation, but if any damage occurs the cost of any repairs is for your account. If the damage requires remedial work to the System or results in any delays, any costs will be for your account.
- 3.1.2. allow G2T's team free and unhindered access to your Premises and the site of work on the date and time agreed to start the installation, and this must continue throughout the installation process;
- 3.1.3. provide sufficient access and space for parking of vehicles and offloading materials, tools and equipment at the Premises;
- 3.1.4. provide toilet facilities for the workers; and
- 3.1.5. always ensure that there is at least one person present at the Premises who can allow access, direct the workers to the site of work and respond to any queries which may arise.

3.2. After an installation you commit to:

- 3.2.1. provide the System with an uninterrupted power supply and uninterrupted feed water supply, as the System won't work without power and water;
 - 3.2.1.1. In the latter case, this may include water from a borehole, irrigation pump, transfer pump, municipal supply or other alternative water source.
 - 3.2.1.2. We know that load-shedding is a reality in our current climate, and generally our System can cope with this. However, a power outage may cause damage, for example a voltage spike. In such a case G2T will help to repair the System but these repairs do not fall under the guarantee, and we cannot be held liable for such occurrences beyond our control.
- 3.2.2. adhere to our direction on proper maintenance and upkeep of the System and peripherals;
- 3.2.3. contact G2T as soon as possible if there is any noticeable difference in the water quality so that an assessment can be made. Water quality can be impacted by many factors and G2T relies on you to note and report any noticeable deterioration in the water quality, smell, taste, colour or clarity;
- 3.2.4. take note of and act on the warnings provided by the inbuilt alarm system. This is your responsibility and if you ignore these warnings, any resulting damage will not be covered by your guarantee;
- 3.2.5. update G2T of any gauges or dial readings that are displayed on any of the installed equipment, as directed by G2T when a fault is logged to establish if the problem can be resolved remotely;
- 3.2.6. not tamper with or adjust any parts of the System; and
- 3.2.7. report any issue to us in an email or phone call with a clear description of the issue.



4. INSTALLATION

- 4.1. Once the deposit is paid on a Quotation, G2T and the Client will agree on a date for the Installation of your System to begin at your Premises.
- 4.2. **Materials Used During the Installation Process**
- 4.2.1. G2T owns all materials until all amounts due in terms of the Quotation and any agreed additions (materials and/or scope) to the Quotation have been paid in full. Once paid in full, ownership of the System is transferred to you.
- 4.2.2. As the materials are being stored on your Premises, all the risk passes once they are off-loaded at your Premises. If there is any damage or loss to materials on the Premises and prior to completion of the installation this is for your account. G2T recommends that you make sure you have adequate security at your Premises and obtain suitable insurance to cover the risk of loss, damage or theft of the materials stored on your Premises.
- 4.2.3. If loss, damage or theft occurs, G2T will provide replacement materials so that the installation can be completed, and these will be charged for at the same rate as set out in the Quotation.
- 4.3. **Completion of Installation**
- 4.3.1. The installation process is considered Complete when:
- 4.3.1.1. G2T has finished installing the System at your Premises; and
- 4.3.1.2. we send you an email confirming that the installation of the System is complete; and
- 4.3.1.3. we can show that the water quality & flow rates meet the deliverables specified in the Quotation; and
- 4.3.1.4. you have not raised any material outstanding issues within 3 working days after delivery of the completion email. If there are any outstanding issues you must send an email setting these out in reasonable and clear detail, otherwise the installation will be deemed Complete.
- 4.3.2. The above are subject to the following provisions by the client:
- 4.3.2.1. Raw supply to water treatment plant at a minimum of 8kL/hr (63mm PVC)
- 4.3.2.2. Electrical supply of minimum 25A single phase 230V AC
- 4.3.2.3. Drainage point for wastewater (minimum 63mm PVC)

5. ONGOING SERVICES AFTER INSTALLATION

- 5.1. G2T offers ongoing Services as a separate contract, at an additional fee to ensure your System operates at optimal capacity.

6. REPAIRS

- 6.1. If repairs are necessary and a third-party warranty is in place and the warranty covers the repairs at the time the fault is raised, then G2T will arrange for the repair or replacement of the part. Any additional costs not covered by the third-party warranty as well as any delivery fees and labour fees are for your account.
- 6.2. Where repairs are necessary, and a third-party warranty is not in place then G2T will make the necessary repairs and send you an invoice. Where the repairs cost more than R5,000.00 (ex VAT) we will provide you with a Quotation to repair the part or equipment which you must accept and approve before we attend to the repairs.
- 6.3. If any part for the equipment has been discontinued by the original manufacturer, we will supply and fit a suitable equivalent part.

7. GUARANTEE & WARRANTY

- 7.1. The completed System has a one-year guarantee and during this time G2T will promptly repair any defects or damage. The guarantee does not cover normal wear and tear, consumables or damage caused by someone to the System.
- 7.2. G2T warrants that the System sold and delivered to you will meet the deliverables set out in the Quotation.
- 7.3. The warranty is effective for 2 years but not if:
 - 7.3.1. you breach any provision of this Agreement;
 - 7.3.2. there are negative changes in the quality of the source water;
 - 7.3.3. the System is used outside of its designed operating limitations;
 - 7.3.4. the failure is due to normal wear and tear or depleted consumables;
 - 7.3.5. any equipment failure not caused by an equipment defect.
- 7.4. You warrant that all necessary licenses and permits are in place on the Premises to install and use water from the System. Besides these warranties, neither party makes any other warranties with respect to the System, its components and parts, or anything else referenced in this Agreement.
- 7.5. Any warranty or guarantee given by a third-party supplier of materials is enforceable directly against the supplier. You are entitled to enforce these directly against the third-party supplier.

8. WATER REPORTS AND CERTIFICATES

- 8.1. Before G2T installs a System, a comprehensive raw water analysis report is obtained, unless you already have such a report.
- 8.2. The Quotation defines the specific water measures that your System will resolve. These are listed 'deliverables' in the Quotation.
- 8.3. If you feel that the water quality does not meet the deliverables specified, then you must contact G2T; we will take a water sample to send to an official, independent lab and compare the results to what was specified as deliverables in the Quotation.
- 8.4. The quality of source water can change over time and G2T cannot be responsible for any changes in quality, or performance of the System as a result.

9. RESOLVING DISPUTES

- 9.1. At G2T we believe that the success of any relationship depends on communication. It is possible there will be occurrences that neither party anticipated. If an issue arises, please reach out to G2T right away so that we can try and resolve the issue. G2T commits to collaborate with you to find a resolution through open, honest communication, committing to a sense of fairness for all involved.
- 9.2. If any issue or dispute cannot be resolved through conversation, either party may refer the dispute to mediation. G2T asks that you commit to a minimum of 3 mediation sessions before exploring further dispute resolution options.

10. EVENTS BEYOND OUR CONTROL (FORCE MAJEURE)

- 10.1. It is possible that events beyond anyone's control may force G2T to have to delay or suspend its services. These could be:
 - 10.1.1. late delivery of materials;
 - 10.1.2. inability to access the site;
 - 10.1.3. causing an unreasonable risk of loss to any person;
 - 10.1.4. unforeseeable circumstances beyond our control, such as poor or dangerous weather conditions, power outages, natural disasters, wars or pandemics which prevent G2T from carrying on business as usual.
- 10.2. If either party experiences such an event, then that party must notify the other of the nature and extent of the event and explain any delay in performing their obligations in this Agreement and give details of how they are trying to lessen its effect.
- 10.3. G2T commits to resume the performance of its obligations as soon as reasonably possible. If more than 30 days has passed since the event, and G2T has not resumed the performance of its obligations;
 - 10.3.1. this Agreement can be cancelled or by mutual agreement ~~or~~ **AFTER CONSULTATION, THEREAFTER** **10.3.2 MAY APPLY,**
 - 10.3.2. either party may choose to end this Agreement by giving 5 days' notice in writing and after the 5 days has passed, this Agreement will be cancelled.
- 10.4. If such an event occurs, you will still need to pay any amounts that may be due for services rendered, components ordered and delivered or any other work that is specific to the project, unless we agree otherwise.

SW



11. LIABILITY

- 11.1. If you believe that we are liable for something, you commit to use our process for Resolving Unforeseen Changes and Maintaining Agreement in Clause 9 as a first resort.
- 11.2. Our goal is to safely treat water to the specified standard. We always do our best, within the project scope, to install mitigating processes to stop things from going wrong. The Client acknowledges that there are risks inherent in using an alternative water source provided via the System. G2T is not liable for any damage, loss, loss of profit, personal injury, sickness or death caused by the System or the water quality emanating from it.
- 11.3. G2T's liability for any claims linked to the installation of the water treatment plant, is capped to the value of the Quotation.

12. TERM OF AGREEMENT

- 12.1. The initial term of this Agreement is for 24 months from the date on which the System is Completed. The Client consents to an automatic roll over for a further two years if neither party actions any of the options in Clause 13 or in terms of section 14 of the Consumer Protection Act, 2008. The Consumer Protection Act, 2008 only applies to Clients who are individuals and not legal entities.

SW 


13. ENDING THE AGREEMENT

- 13.1. The Agreement can end in these ways:
 - 13.1.1. by either party giving the other two months written notice via email;
 - 13.1.2. by mutual agreement;
 - 13.1.3. on the insolvency of either party; or
 - 13.1.4. if one party doesn't do what it has agreed to do in this Agreement. If this happens, both parties will first use the process in Clause 9 before ending the Agreement.

14. GENERAL TERMS

- 14.1. This is the whole Agreement and contains the entire understanding between the Parties. It includes the Annexures A.
- 14.2. If any changes are made to this Agreement they must be recorded in writing and confirmed over email.
- 14.3. If G2T doesn't enforce any of these terms it does not mean that it is waiving those rights and it may avail itself of them at any time.
- 14.4. Each clause is legally binding on its own or together with the other clauses in this Agreement.

Thank you for reading this Agreement. We look forward to being of service.

A handwritten signature in black ink, consisting of the letters "SW" followed by a large, stylized flourish that extends downwards and to the right.

ANNEXURE A: Borehole Water Results (supplied by the Client)

Client Name: Old Apostolic Church - Resort

 Legend: In range With in range +10% Out of range

Determinands	Units	Risk: Operational / Aesthetic / Health	Limit: SANS 241:2015	Pre-Treatment Results	Post-Treatment Results
Report Number:				W31490 - Palms	
Date:				2022/09/23	
Microbiological Determinands					
E. Coli	cfu/100mL	Health	0	<1	
Total Coliforms	cfu/100mL	Operational	≤10	<10	
Heterotrophic Plate Count (Total Bacteria)	cfu/1mL	Operational	≤1000	<1000	
Physical and Aesthetic Determinands					
Colour as Pt-Co	mg/L	Aesthetic	≤15	<15	
Conductivity at 25 °C	mS/m	Aesthetic	≤170	60	
Total Organic Carbon as C	mg/L	Health	≤10	1.7	
Total Dissolved Solids	mg/L	Aesthetic	≤1200	408	
Turbidity	NTU	Operational	≤1	42	
		Aesthetic	≤5	42	
pH Value at 25 °C	pH units	Operational	5.0 - 9.7	8.1	
Langelier's Saturation Index*	LSI	Operational	+0.5 to +0.5	-0.3	
Total Hardness	mg/L	Aesthetic	≤120	92	
Chemical Oxidation Demand (COD)	mg/L	Operational	≤30		
Chemical Requirements: Macro Determinands					
Ammonia as N	mg/L	Aesthetic	≤1.5	<0.15	
Boron as B	mg/L	Health	≤2.4	0.02	
Chloride as Cl	mg/L	Aesthetic	≤300	136	
Copper as Cu	mg/L	Health	≤2.0	<0.002	
Fluoride as F	mg/L	Health	≤1.5	0.2	
Sodium as Na	mg/L	Aesthetic	≤200	84	
Iron as Fe	mg/L	Aesthetic	≤0.3	1.6	
		Health	≤2.0	1.6	
Manganese as Mn	mg/L	Aesthetic	≤0.1	0.8	
		Health	≤0.4	0.8	
Nitrate as NO ₃ ⁻	mg/L	Health	≤11	1.2	
Nitrite as NO ₂ ⁻	mg/L	Health	≤0.9	<0.05	
Total Nitrate & Nitrite Combination	Ratio	Health	≤1	0.02	
Sulphate as SO ₄	mg/L	Aesthetic	≤250	<4.00	
		Health	≤500	<4.00	
Zinc as Zn	mg/L	Aesthetic	≤5	<0.008	
Chemical Requirements: Micro Determinands					
Aluminium as Al	µg/L	Operational	≤300	46	
Antimony as Sb	µg/L	Health	≤20	<13.0	
Arsenic as As	µg/L	Health	≤10	<10	
Barium as Ba	µg/L	Health	≤700	42	
Cadmium as Cd	µg/L	Health	≤3	<1	
Free Chlorine as Cl ₂	mg/L	Health	≤5	<0.02	
Chromium as Cr	µg/L	Health	≤50	<4	
Cyanide (Recoverable) as CN	µg/L	Health	≤200	<10	
Lead as Pb	µg/L	Health	≤10	14.0	
Mercury as Hg	µg/L	Health	≤6	<1	
Nickel as Ni	µg/L	Health	≤70	<8	
Selenium as Se	µg/L	Health	≤40	<10.0	
Uranium as U	µg/L	Health	≤30	<28	
Non-Essential Determinands					
Calcium as Ca	mg/L	Non-Essential	-	17	
Magnesium as Mg	mg/L	Non-Essential	-	12	
Potassium as K	mg/L	Non-Essential	-	2	
Alkalinity as HCO ₃	mg/L	Non-Essential	-	78	
Phosphorus as P	mg/L	Non-Essential	-		
Sulphur as S	mg/L	Non-Essential	-		

* Not SANS241, but considered essential for operational compliance

** Where '<' is used for a sample result, the lab equipment cannot test lower than this value - the result can effectively be read as '0'



ANNEXURE B: Quotation (1/2)
QUOTE

Old Apostolic Church
 +27 83 440 1843
 Durbanville
 Cape Town,
 SOUTH AFRICA
 ta@wc.oldapostolic.com

Quote Date
 07-Sep-23

Quote Expiry
 21-Sep-23

Quote Number
 C642

Web: www.ground2tap.co.za
 Email: info@ground2tap.co.za
 Tel: +27 (0)21 300 3576

24 Kemms Rd,
 Wynberg
 Cape Town
 7800

The quoted system is designed to treat the harvested water to drinking water standards & supply the treated water to property plumbing.

Description	Quantity	Unit Price (ex VAT)	VAT	Amount ZAR
In-line chlorine dosing unit	1	R17 430.00	15%	R17 430.00
Intelligent pH stabilisation controller & dosing pump	1	R32 380.00	15%	R32 380.00
Iron & Manganese removal filter - 3kL/hr	2	R35 910.00	15%	R71 820.00
Filter pump & control	1	R14 260.00	15%	R14 260.00
Ultrafiltration (UF) skid mounted unit	1	R47 060.00	15%	R47 060.00
UF membrane & housing	5	R10 460.00	15%	R52 300.00
UF cleaning rig	1	R8 810.00	15%	R8 810.00
Fittings, piping & skid (Estimate)	1	R61 020.00	15%	R61 020.00
Remote monitoring SMS device	1	R20 030.00	15%	R20 030.00
Electrical control panel for water system	1	R14 990.00	15%	R14 990.00
Electrical sub-contractor (Estimate)	1	R17 060.00	15%	R17 060.00
Tithe donation	-1	R35 000.00	15%	(R35,000.00)
			Sub-total	R322 160.00
			TOTAL VAT	R48 324.00
			TOTAL ZAR	R370 484.00

Please note the following:

- Quote valid for 14 days
- Quote is subject to stock availability & delivery schedules on confirmed orders

Payment Terms:

- A 60% deposit is required upon acceptance of quote;
- 20% of the total quoted amount is due on the day that G2T begins work on site at your premises;
- The balance, plus any additional amount for amendments to the Quotation, is due within 10 working days after completion.
- Subject the retention amounts as per the signed JBCC agreement.
- Payment of the deposit is accepting the quotation and the terms & conditions detailed in the accompanying contract agreement

Bank details:

Walkers Water Solutions (Pty) Ltd. t/a Ground 2 Tap Water Solutions
 ABSA Bank
 Acc. No.: 4093073462
 Branch code: 632005

SW 

ANNEXURE B: Quotation (2/2)



QUOTE

Old Apostolic Church
+27 83 440 1843
Durbanville
Cape Town,
SOUTH AFRICA
ta@wc.oldapostolic.com

Quote Date
30-Aug-23

Quote Expiry
13-Sep-23

Quote Number
C642

[Web: www.ground2tap.co.za](http://www.ground2tap.co.za)
[Email: info@ground2tap.co.za](mailto:info@ground2tap.co.za)
Tel: +27 (0)21 300 3576

24 Kemms Rd,
Wynberg
Cape Town
7800

The quoted system is designed to treat the harvested water to drinking water standards & supply the treated water to property plumbing.

Ground 2 Tap Specific Deliverables Guaranteed Target Measurement

Water Quality (as per SANS241), specifically:

	Target	Measurement
<input type="checkbox"/> E. Coli	0	cfu/100mL
<input type="checkbox"/> Coliforms	<10	cfu/100mL
<input type="checkbox"/> Turbidity	<1	NTU
<input type="checkbox"/> Langelier's Saturation Index	-0.5 - 0.5	LSI
<input type="checkbox"/> Iron as Fe	<0.3	mg/L
<input type="checkbox"/> Manganese as Mn	<0.1	mg/L

Instantaneous flow rate

- System will produce clean water at a rate of 4kL/hr

Installation

- System build & installation to be completed by Ground 2 Tap Water Solutions

I hereby accept this quote and instruct Ground 2 Tap Water Solutions to commence installation

Date:

SW 