



AV HomeFix Plan™ Terms & Conditions

1. Definitions

For the purposes of this agreement:

- **“Company”** refers to Anderson & Viwe Properties.
- **“Client”** refers to the paying subscriber of the HomeFix Plan.
- **“Third-party provider”** refers to a vetted, independent service technician.
- **“Emergency”** means urgent plumbing/electrical issues that may cause property damage such as burst pipes, severe leaks, or blocked toilets.
- **“Working Hours”** means our business hours from 07:00 to 20:00, Monday to Sunday.
- **“Covered Services”** are those explicitly listed in Section 7.
- **“Excluded Services”** are those not covered and listed in Section 7.

2. Overview

The AV Plumbing & HomeFix Plan™ is a monthly home maintenance plan offering access to plumbing/electrical call-outs and minor repairs via third-party contractors. This plan is provided exclusively by Anderson & Viwe Properties (“the Company”).

3. Nature of Service

- Covers **call-out fees, labour, emergency attendance** by certified third-party plumbers/electricians.
- **Material and replacement part costs are excluded.**
- Any additional work or material costs are to be pre-approved and paid by the Client.

4. Third-Party Providers

- All plumbing/electrical services are rendered by **vetted third-party contractors**.
- The Company acts solely as a coordinating service and is not liable for the actions, delays, or workmanship of independent service providers. All service providers operate as subcontractors and are responsible for the quality and timing of their work.
- Any disputes on workmanship will be resolved amicably.

5. Territorial Coverage

- The plan is valid Nationwide and other parts of Africa.
- Clients outside certain areas may not be eligible for full service coverage.

6. Monthly Fee & Payment

- Subscription fee from **R79/ R149 combo per household/month**.
- Payments must be made monthly in advance.
- **2 Missed payment/s will result in cancellation** of your plan – no services will be provided thereafter.

7. Scope of Included and Excluded Services

Included Services:

- Up to **2 plumbing/electrical call-outs per household per calendar month** (after 90-day waiting period)
- Labour for common plumbing/electrical faults such as:
 - Leaks and dripping taps
 - Burst pipes
 - Blocked drains or toilets
 - Shower and water pressure issues
 - Power tripping caused by faulty plugs or circuits
 - Faulty light switches and plug points
 - Electrical short circuits (excluding full rewiring)
 - Distribution board (DB) tripping and fuse replacement
 - Basic fault finding on residential electrical circuits
- Telephonic consultation, troubleshooting, and recommendations

- Call-out fees covered by the Plan

Excluded Services (but not limited to):

- Material and part costs
 - Appliance plumbing (e.g., dishwashers, washing machines)
 - Geyser repairs or replacements
 - Greywater, boreholes, or septic systems
 - Roof leaks, gutters, waterproofing
 - Renovation work, new installations, or construction plumbing
 - Faults caused by poor maintenance, illegal DIY, or client negligence
 - Repeat issues that occur from not repairing recommended faults
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8. Request Process

- Service requests must be sent via **WhatsApp (078 176 2459), phone, or email**.
 - Company will respond within 1 hour during working hours.
 - Emergencies outside hours are **assessed case by case**, depending on technician availability.
 - Clients may request up to **2 plumbing/electrical call-outs per calendar month**, subject to technician availability and eligibility. Additional call-outs may be scheduled at a discounted rate, but fall outside of plan benefits.
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9. 90-Day Waiting Period

- Services are only available after **90 consecutive days of active payments**.
 - Any missed payments during the unbroken waiting period **reset the timer**.
 - No service claims may be made within the waiting period.
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10. Proof of Residence & ID

- Clients may be required to submit valid **proof of residence and a national ID** to verify eligibility.
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11. Refunds & Cancellations

- **No refunds** are issued for unused services or cancellations.
 - Cancellations require **30-day written notice**.
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12. Non-transferability

- This plan is **linked to one residential property only**. Multiple properties require additional plan subscription
 - It cannot be transferred to another person or address without Company approval.
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13. POPIA Compliance

- All data is processed according to the **Protection of Personal Information Act (POPIA)**.
 - Your data will not be sold or disclosed to unauthorized parties.
 - Clients may request correction or deletion of personal data at any time.
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14. No Guarantee Clause

- While we aim for quality service, the Company **does not guarantee immediate resolution** of issues.
 - Delays due to parts availability, supplier backlog, or environmental conditions are possible.
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15. Indemnity

- Client agrees to indemnify the Company against any loss, damage, or claims resulting from use of third-party services.
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16. Force Majeure

- The Company is not liable for service delays caused by **natural disasters, strikes, pandemics, unrest**, or acts of government.
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17. Limitation of Liability

- The Company's total liability will **not exceed the amount paid** by the Client over the last 12 months.
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18. Right to Refuse Service

- Service may be refused if the technician deems the site **unsafe, abusive**, or in violation of this agreement.
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19. Service Suspension & Termination

- The Company may suspend or terminate the plan due to:
 - Non-payment
 - Abuse of service
 - Safety concerns
 - Misrepresentation or fraud
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20. Communication Consent

- By enrolling, Client agrees to receive service-related and promotional communications via **SMS, email, and WhatsApp**.
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21. Data Security Measures

- The Company will implement technical and organizational safeguards to protect personal data.
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22. Health & Safety Disclaimer

- All service providers are expected to follow standard health and safety protocols.
 - Client must disclose health risks at time of booking a service.
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23. Renewal & Pricing

- The plan renews monthly unless canceled.
 - Pricing is subject to an annual review.
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24. Dispute Resolution

- Unresolved disputes will first go through mediation, and if unresolved, proceed to arbitration under South African law.
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25. Not an Insurance Product

The AV HomeFix Plan™ is **not an insurance policy**. It is a home services subscription offering limited plumbing support. No risk underwriting, financial guarantee, or insurance benefits are provided. This plan does not replace homeowners insurance or property cover.

26. Abuse of Service

AV HomeFix reserves the right to investigate and suspend any account found abusing the service — including false emergency claims, excessive call-outs, or refusal to follow recommendations. Repeated misuse may lead to permanent termination without refund.

27. No Rollover of Call-Outs

Unused monthly call-outs do not roll over or accumulate. Clients are entitled to a maximum of **2 call-outs per calendar month**, regardless of prior usage.

28. Client Responsibility

The Client is responsible for following maintenance recommendations given by technicians. Repeat issues caused by non-action may be excluded from future cover.

29. Proof of Service

Technicians are required to submit photo or written confirmation of completed work. Disputes will be reviewed based on this documentation. The Company's records are final in case of conflict.

30. Communication & Service Hours

All service communication must go through the official WhatsApp number or email. While we aim to respond promptly, outside working hours are **not guaranteed**, unless otherwise stated in writing.

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