



DISPUTE REGISTRATION FORM

Dispute procedures, terms and conditions:

1. The KSA is a trade association. Its members are kitchen designers, manufacturers, installers and their component suppliers.
2. Membership is voluntary, and not all kitchen manufacturers and their suppliers are members.
3. The services offered by the KSA are available only to its members and their customers.
4. The KSA offers an informal dispute resolution service, available free of charge to members of the public in the event of a dispute arising between a KSA member and one of its customers.
5. The process is initiated when the complainant signs a statement of claim, detailing the precise nature of the complaint. It is important that all complaints are detailed at the outset.
6. Fundamental to the process is that the complainant is obliged to pay to the KSA Holding Account the balance due to the KSA member, simultaneously with the registration of the complaint.
7. The monies so paid will be held in a separate banking account, and will only be released in accordance with the terms of this document.
8. Once the dispute has been registered, the KSA will attempt to broker a settlement between the complainant and the KSA member.
9. If it is not possible to reach an amicable settlement, a KSA appointed expert / inspector will be appointed to inspect each defect forming the subject of the complaint. This appointed expert is usually a competitor of the KSA member against whom the complaint has been lodged.
10. The KSA appointed expert, acts as an expert and not an arbitrator. His opinion and recommendations are binding on both the complainant and the KSA member.
11. A mutually convenient time for the site inspection and assessment will be arranged by the KSA.
12. The inspection will only be conducted if the KSA member, the complainant and a representative of the KSA administration are in attendance on site.
13. The process is not intended to be a formal legal process, but rather an informal process designed to avoid formal litigation between the parties. It is intended to achieve a mutually acceptable correction of the defects complained of, and to then ensure payment to the KSA member.
14. The complainant and the KSA member will be given an opportunity to identify all defects detailed in the dispute statement of claim. Rectification proposals are debated, and agreed where possible.
15. The KSA appointed expert will then produce a formal written report of his findings together with his rectification recommendations on conclusion of the inspection. If the complainant and the KSA member have reached agreement on the rectification procedure, this, too, will be recorded in the expert's report.

16. On completion of his report of the KSA expert, it will be circulated to the parties who will be requested to sign the report to signify the acceptance thereof.
17. On signature of the report by both parties, the KSA member will commence the rectification work. This will be strictly limited to those issues appearing in the report.
18. On completion of the work by the KSA member, the member shall give the KSA written confirmation that the rectification work has been completed in accordance with the experts recommendations, whereupon the KSA shall release the funds held by it, to its member.
19. If at any stage after commencement of the process a KSA member or a KSA member of staff feels they have been verbally or physically abused or intimidated by the client they have the right to report this incident to the KSA by completing the KSA site incident report. This report must be sent to the KSA within 24hrs of the incident. The KSA has the right to use this report to remove its staff or its member from site, refuse to continue with the dispute or report the incident to the police.
20. If a site incident report has been files against a consumer prior to them requesting KSA intervention this report can be reason for the KSA to refuse to assist in the dispute.
21. If at any stage after commencement of the process and payment of the funds to the KSA holding account, the complainant refuses access to the property for the inspection or rectification work, the KSA will withdraw from the process. Any funds in the KSA's holding account will remain there until the KSA is instructed by a court of law what to do with the funds.
22. The parties shall thereafter follow formal legal procedures to resolve the dispute.
23. If the KSA member refuses to undertake the rectification work or does not do so to the satisfaction of the KSA appointed expert, a formal enquiry will be held which may lead to the suspension of the member or expulsion from the KSA. The funds held will be returned to the complainant.
24. Kindly complete this document detailing your complaint – please be brief and concise.
25. Your completed form will be faxed to the member concerned, for their comment.
26. All outstanding monies will need to be deposited into the KSA Holding account prior to attending to this dispute. Funds will only be released to the member once 1) you are satisfied that the work is completed in accordance with the KSA site report and the job is signed off by yourself or 2) in accordance with the KSA policies & procedures pertaining to the holding account and use thereof in a dispute.

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Banking details for KSA Holding account:

The Kitchen Specialists Association
 Nedbank
 Branch Code: 197205
 Account Number: 1972 094 262

27. Embarking on KSA dispute resolution process means that you consent to give the KSA member and the KSA administrator the necessary access to their property and time to rectify the problem under the KSA'S guidance. Should the complainant deny access to the property or refuse to cooperate with the KSA's dispute procedures then the KSA will withdraw from the dispute. Any funds in the KSA's holding account will remain in the KSA's account until the KSA is instructed by a court of law what to do with it.
28. Disputes will only be handled by the KSA within the guarantee period of the kitchen.
29. The KSA undertakes to investigate any legitimate complaint that is not related to abuse, wear and tear or any form of water damage.

30. “Experts”

- The KSA offices appoint an expert best be able to resolve the dispute according to the expert's experience.
- At no stage will the KSA member or the complainant be entitled to select an expert.
- Experts may be a representative of another company who are KSA members, a KSA employee or a person independent of the KSA.
- Where a dispute requires a site inspection, the identity of the KSA appointed expert will be disclosed to both parties. Should either party object to appointed expert, written reasons for the objection must be submitted to the KSA, prior to the inspection, before the KSA appoints another expert.
- The KSA appointed expert shall inspect the member's showroom prior to mediation to understand the finish and quality of the work being inspected.
- Should the work be completed to the KSA satisfaction and in accordance with the KSA's report and the client refuse to sign release of the funds in the holding account the KSA will give the client 90 days to implement legal action or get a court order instructing the KSA how the funds should be paid out. Failing to receive this the KSA has the right to hand the funds over the to the KSA member.

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31. The customer should be aware:

- All outstanding funds must be placed in the KSA'S Holding Account, prior to the KSA assisting in any dispute.
- A dispute will only be entertained once the customer has logged the nature of their dispute by submitting a completed dispute registration form to the KSA along with copies of their quote and any relevant drawings and communications.
- Before a site inspection is arranged the customer must approve the KSA'S appointed expert, in writing.
- Only one site inspection and report will take place.
- Should the customer still be dissatisfied:
- The KSA must suggest that the customer seek legal advice.
- The Complainant could be responsible for the cost of the additional dispute resolution procedures that may be adopted.
- Should you allow the KSA to visit your site in a formal site inspection, make use of the KSA's holding account or submit unsigned dispute documentation this will equate to your tacit acceptance of all the KSA's terms as far as our dispute resolution procedures go.

32. Members' Agreement

- All members have agreed to abide by any ruling handed down by the KSA.
- KSA members are to regard a dispute as a matter of high priority and will have two days to respond in writing once notified of a complaint by the KSA.
- Where possible, disputes should be completed within 30 days from date of registration with the KSA.

- With regards to dispute correspondence, the member is to comply with any requests made by the KSA and is to act on any requests and queries made by the KSA as soon as they are received, to enable a speedy resolution of the dispute.
- Failure by the member to act on the KSA'S ruling without reasonable explanation will result in their suspension and/or expulsion from the Association.

33. These are the terms accepted by both parties on agreeing to a KSA dispute resolution procedure.

34. Please ensure that all relevant facts are submitted in order for the KSA to act on this complaint.

We await your completed form and endeavor to assist you in reaching a fair resolve.

Please only send page 3 to page 5 together with the supporting documents back to the KSA office.

Take note that by completing the below form you confirm that you have read / agree to the terms & conditions.



Dispute Registration Form

Kindly adhere to the following when completing the form:

1. Print or type
2. Use black ink
3. Be concise
4. Include copies of all relevant documents
5. Provide all particulars

A. PERSONAL PARTICULARS

NAME: _____

RESIDENTIAL ADDRESS: _____

POSTAL ADDRESS: _____

CODE: _____

EMAIL: _____

TEL (Work): _____

TEL: _____

CELL: _____

FAX: _____

Preferred method of correspondence: email / fax: _____

Are there any monies outstanding, if so how much?

B. PARTICULARS OF PARTY WHOM / WHICH COMPLAINT IS BEING LODGED

NAME: _____

NAME(S) AND DESIGNATION(S) OF PERSON(S) YOU HAVE DEALT WITH:

ADDRESS: _____

CODE: _____

TEL: _____

FAX: _____

C. PARTICULARS OF COMPLAINT

Date of initial installation:

Where possible list complaint in point form:

NB! Mere reference to attached correspondence is not acceptable. Please single out the main points of the issue, providing names and Dates where possible. Indicate what steps you have taken to resolve the problem. Please limit your remarks to the space provided.

State what you think would be a reasonable solution to the problem:

By signing this document I am confirming that:

- I have read the terms and conditions and I am aware of the process.*
- All the above is a true and correct recollection.*

DATE: _____ SIGNATURE: _____

NB: HAVE YOU INCLUDED ALL RELEVANT DOCUMENTS?

Please send your complaint to the correct region and ensure you have deposited any outstanding funds into the KSA holding account.

KSA CT
Cell: 082 787 8806
Fax: 086 551 6978
capetown@ksa.co.za

KSA JHB
Cell: 076 411 9638
Fax: 086 561 5655
gauteng@ksa.co.za

KSA KZN
Cell: 082 721 5314
Fax: 086 552 1819
kzn@ksa.co.za

If you've stated that there are monies outstanding please remember to send Page 8 to the KSA together with proof of payment of funds into the KSA holding account.



Date :
Attention :
Company : Kitchen Specialists Association
Fax Number : (JHB) 086 561 5655, (KZN) 086 552 1819, (CT) 086 551 6978
From :

**Kitchen Specialists Association Holding Account
 DEPOSIT FORM**

This fax serves to confirm that I would like to make use of the Kitchen Specialists Association's Holding Account and that I have deposited an amount of R_____ into the Association's account.

Attached please find a copy of deposit slip. I understand that interest accrued from the above monies, will be for the account of the Kitchen Specialists Association to go towards offsetting administration costs.

The above mentioned amount will be released to _____ (KSA member) as soon as the job has been completed and I have signed the Release Form **and/or** The KSA member's Completion Certificate. The monies held by the KSA will be held by it as a stakeholder on behalf of the KSA member and the member's customer. At no stage will the funds be returned to me without the member's written consent but will remain in the KSA's account until the completion of all work.

"In the event of a site inspection, should I not be in agreement with the Mediator's Report, the KSA will continue to hold the funds for 90 days from the date of the report to allow me to seek legal advice. Should no summons or legal action be instituted, then the KSA will release the funds to the KSA member after 90 days. Should I decide to institute proceedings, the KSA will continue to hold the funds pending the outcome"

At no time will the monies deposited to the KSA form part of the KSA's funds.

**BANKING DETAILS:
 KITCHEN SPECIALISTS ASSOCIATION**

Nedbank Hyde Park
 Branch Code: 197-205
 Account Number: 1972 094 262

Please note any special terms of payment release noted by both parties: _____

Client Name (Please Print): _____ Contact Number: _____

Client Signature: _____ Witness: _____

Member's Signature if special release terms have been agreed to: _____