



DISPUTE REGISTRATION FORM

Terms, Conditions and Procedures of the KSA's dispute resolution service:

1. 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.
 - 1.1 The KSA undertakes to investigate any legitimate complaint that is not related to abuse, wear and tear or any form of water damage We do not entertain disputes with non-KSA members.
 - 1.2 In the event of the KSA member being a third-party sub-contractor in a dispute we will only offer our services to resolve issues between the client and our member.
 - 1.3 We will not engage with any non-member company party to the dispute. Disputes will only be handled by the KSA within the guarantee period of the kitchen
2. The process is initiated by the consumer or KSA member completing and signing this Dispute Registration form. It is important that all issues related to the dispute are detailed at the outset and that all relating documentation like signed plans and contracts accompany this completed form.
3. 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. As such a signed and completed copy of the KSA's holding account deposit form and proof of EFT should either accompany the submission of this document or before the KSA embarks on the dispute process and a site inspection.
 - 3.1 Please note that the KSA will not entertain a site inspection without payment of said outstanding funds into the holding account. Funds will only be released to the member once a) you are satisfied that the work is completed in accordance with the KSA site report and the job is signed off by yourself or b) in accordance with the KSA policies & procedures pertaining to the holding account and use thereof in a dispute.

Banking details for KSA Holding account:

The Kitchen Specialists Association

Nedbank

Branch Code: 197205

Account Number: 1972 094 262

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4. After receipt of the dispute registration paperwork the KSA will forward said paperwork to the KSA member for written feedback.
5. Once the dispute has been registered, the KSA will attempt to broker a settlement between the complainant and the KSA member.
6. 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.
 - 6.1. This appointed expert is usually a competitor of the KSA member against whom the complaint has been lodged.
 - 6.2. The KSA representative who will be in attendance will be a qualified mediator registered with the SA board of mediators.

- 6.3. 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.
- 6.4. At no point may the complainant select the expert and should there be an objection to the appointed expert this must be made in writing with legitimate reasons.
7. A mutually convenient time for all parties will be set up for the site inspection. Please note that the KSA does not conduct site inspections after hours, on weekends or public holidays.
8. The inspection will only be conducted if the KSA member, the complainant and a representative of the KSA are in attendance on site. Please note that the KSA will not entertain the dispute should attorneys already be involved in the case. The KSA will also not deal with third party representatives unless they have directly signed the contract with the KSA member. The KSA reserves the right to deal directly with the client who has signed the agreement with the KSA member.
9. 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.
10. The site inspection is an opportunity for the KSA and its appointed inspector/s to view the product in question, compare it to the signed off drawings and quote, industry norms and standards and the quality as displayed in the member's showroom. The client will be given full opportunity during the inspection to raise all workmanship concerns.
11. After the site inspection the KSA appointed expert will produce a formal written report of his findings together with his rectification recommendations. This will be circulated to all parties involved. If the proposals are acceptable the parties are asked to sign acceptance and return the document to the KSA.
12. On receipt of a signed report from both parties, the KSA will commence coordination of the rectification work with the KSA member. This will be strictly limited to those issues appearing in the report.
13. On completion of the work by the KSA member, the member shall give the KSA written confirmation that the rectification work has been completed. The KSA will then request that the client sign release of any funds held in the KSA's holding account.
14. Please note that the KSA reserves the right to withdraw from the process or pull our member from site should the following arise:
 - 14.1. If at any stage 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 or his representative. Incidents of this nature are put on record and if it is felt necessary used to report the incident to the police.
 - 14.2. If at any stage of the process the client refuses to cooperate and comply with the process by not responding timeously to correspondence, implementing delaying tactics or denying access to the property for the inspection or rectification. If this scenario arises any funds in the KSA's holding account will remain there until the KSA is instructed by a court of law on what to do with the funds.
15. Should one or both parties not agree with the KSA's reported remedial action then the parties must follow formal legal procedures to resolve the dispute.
16. 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 or expulsion of the member. Any funds held in the KSA holding account will be returned to the complainant.

17. 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 to the KSA member.

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18. On receipt of a copy of a dispute or when completing a dispute for the KSA member must note and agree to:

- 18.1. Abide by any ruling handed down by the KSA. Failing this may result in membership suspension or expulsion.
- 18.2. 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.
- 18.3. Where possible, disputes should be completed within 30 days from date of registration with the KSA.
- 18.4. 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.



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
- 6. Please supply a signed copy of the KSA holding account deposit form as well as a POP of payment of funds into the KSA's holding account.

A. PERSONAL PARTICULARS

NAME:

RESIDENTIAL ADDRESS:

POSTAL ADDRESS:

POST CODE:

EMAIL:

TEL (Work):

TEL:

CELL:

FAX:

Preferred method of correspondence: email / fax:

Are there any monies outstanding, if so, how much?

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

NAME:

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

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ADDRESS:

POST CODE:

TEL:

FAX:

C. PARTICULARS OF COMPLAINT

Date of initial installation:

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

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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: 066 487 8564
Fax: 086 673 4898
westerncape@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 7 (to the KSA together with proof of payment of funds into the KSA holding account.



KSA HOLDING ACCOUNT - DEPOSIT FORM

Date:

Attention:.....

Company: Kitchen Specialists Association

Fax Number: JHB - 086 561 5655, KZN - 086 552 1819, CT - 086 673 4898

From:

This document 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:

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Client Name (Please Print): Contact Number:

Client Signature: Witness:

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