

BETWEEN

AEL LTD

APPLICANT

AND

ZVL

RESPONDENT

Date of Order:

17 April 2012

Referee:

Referee Reuevecamp

ORDER OF THE DISPUTES TRIBUNAL

The Tribunal hereby orders that the Respondent, ZVL, pay the amount of \$312.57 to the Applicant, AEL Ltd, on or before 27 April 2012.

Facts

[1] The Applicant claims \$506.93 in respect of plumbing services rendered to the Respondent at its request and invoiced under invoice #60437 (including administration and interest charges at \$158.06). The Respondent takes the view that its insurer should make the relevant payment.

Law

[2] The relevant law is the law of contract.

Issues

[3] The issue to be decided is whether the Respondent is liable to pay the Respondent the amount claimed by it in terms of the contract entered into by it.

Decision

[4] I find that the existence of a contract is not denied by the Respondent nor the fact that services were rendered by the Applicant.

[5] I find that whether the Respondent's insurer should cover the cost of the services is a matter between the Respondent and its insurer in terms of the relevant policy. It does not affect any of the Applicant's rights to payment for services rendered under a contract entered into between the parties.

[6] In the absence of evidence to the contrary I find that the Applicant is entitled to payment for services rendered. However, additional charges and interest may be charged only if those were terms of the contract between the parties which were accepted by the

Respondent by word or conduct. This means that they should be agreed to by or advised to the Respondent before the work is undertaken. That may be done by the Applicant handing out the terms at the time the order for the services is placed or by emailing them to the Respondent, or otherwise obtaining the agreement of the Respondent, for instance by clearly stating that the services are provided subject to the terms and conditions available at its website and recording that this statement has been made and agreed to by the Respondent, at the time the contract is entered into.

[7] There is no evidence before me that any of these alternatives was applicable at the time the services were rendered to the Respondent. I therefore find that additional charges are not appropriate. The Tribunal awards court fees only in very limited circumstances specified in the Act. They do not apply here. I therefore dismiss the claim to the extent it exceeds the amount of the original invoice. The Applicant accepts that decision.