

Sandown Bay Security

Service Agreement

Key No. :	Radio A/C No. :	Account. No. :
Type of Alarm: * <i>Rental</i> ** <i>Paid</i>		Panel Type:
Type of premise: <i>Business</i> <i>Commercial</i> <i>Holiday Home</i> <input type="checkbox"/> <i>Permanent Residence</i>		
Full Names:		
Surname:		
ID number:		
Monitored Address :		
Premises Tel No. :		24 HR Contact Cell No. :
Norm. Password :		Duress Password : <i>All in order</i> (put phone down)
Occupation:	Email:	

Postal Address:.....

EMERGENCY CALL LIST

1. Name :	Tel.1 :	Tel. 2 :
2. Name :	Tel.1 :	Tel. 2 :
3. Name :	Tel.1 :	Tel. 2 :
4. Name :	Tel.1 :	Tel. 2 :
5. Name :	Tel.1 :	Tel. 2 :
6. Name :	Tel.1 :	Tel. 2 :
7 Name :	Tel.1 :	Tel. 2 :
Dr Name :	Tel.1 : (o/h)	Tel. 2 : (a/h)
Medical Aid company :		A/C No. :

- *Rental Alarm System – I understand that this is a Rental System and equipment remains the property of Sandown Bay Security. I understand that I am responsible for the maintenance cost as well as replacement cost should equipment be damaged or vandalised and that the contract is subjected to an initial 24 month period with 1 calendar month notice period thereafter, unhindered access must also be given to SBS Technician to remove system when agreement expires.*
- ** *Paid Alarm System – This alarm system was paid for in full by client – radio equipment remains the company's property*

Sign:.....

SERVICES REQUIRED:

*Monitoring & Response: Rp/m *Maintenance Contract: R..... p/m *Lease/Rental: R.....p/m

*SMS Service: R.....p/m *GPRS Data & APP Service fee: R..... p/m

Type of Payment: Monthly / Annually / 6 monthly / 3 monthly

**Debit Order / Bank Order / EFT / Cash

*Annual Radio Network fee @ R..... per Annum, payable 1 March (pro rata from date of signature – R.....)

*subjected to annual increase

**please complete additional debit order instruction form

Special Site Notes: Dogs on site Locked Gates: Keys for Gate:.....

Fence:.....

Directions:

SPECIAL INSTRUCTIONS

See overleaf for term and conditions of Agreement:

Signed at on this day of 20....

By (Name)..... Signature

OFFICIAL USE ONLY:

Captured by: Date..... /// Debit Order Loaded By:..... Date..... /// Filed by..... Date.....

1. DEFINITIONS

- 1.1 Commencement date shall mean as stated overleaf:
- 1.2 "The Client" shall mean the client details as per overleaf.
- 1.3 "The Service" shall mean the services requested by the client overleaf
- 1.4 "The Company" shall mean *Kleinmond Security Systems CC t/a Sandown Bay Security, 44 Main rd; Kleinmond*
- 1.5 "The Renewal Date" shall mean a period of 24 calendar months from date of signature hereof

2. RESPONSE SERVICES

- 2.1 The parties hereto agree that the Service rendered by "The Company" in terms hereof is for the sole purpose of the rapid arrival of response personnel with Armed Response training to deal with any security emergency as well as to notify the necessary authorities and medical services of an incident requiring their attention. For the purposes of this Clause 2, the interpolation of rapid arrival shall at all times be subject to those conditions and/or eventualities beyond The Company's control

3. NOT A SUBSTITUTE FOR MEDICAL ATTENTION

- 3.1 The Client acknowledges that the Service supplied in terms hereof is not a substitute for the attention of registered or qualified medical practitioners, nor is it represented to be.

4. FALSE ALARM

It is further agreed that:

- 4.1 The Client shall pay The Company a call-out fee as determined from time to time but not more than 50% of the monthly fee per call out if the call-out proves to be a false alarm due to negligent use by the Client, any Household Members and or any Third party without notifying the control room

4.2 ABUSE OF SERVICE PROVIDED BY THE COMPANY:

The Client undertakes not to deliberately call on The Company to render services in terms of the Agreement for any reasons other than a true emergency. In the event of a breach of this provision by the Client, a charge as determined from time to time but not more than 50% of the monthly fee) will be levied. The Company at all times reserves the right to cancel the Agreement forthwith should, in its opinion, the Client abuse the services provided by it.

- 4.3 The Company reserves the right not to respond to a call-out during an electrical storm unless the emergency is confirmed telephonically to The Company's control room.

5. MONITORING SERVICE

- 5.1 The Company shall, from the Commencement Date until termination hereof, provide a monitoring service to the Client, comprising of:
 - 5.1.1 Twenty-Four-hour monitoring of the Clients alarm system by GPRS and/or Radio Communicator;
 - 5.1.2 The rapid notification of the necessary key holders designated in writing by the owner in the event the Clients alarm system is activated and no satisfactory telephonic clearance is forthcoming from the premises
 - 5.1.3 For the Clause 5, rapid notification shall at all times be subject to those conditions and/or eventualities beyond The Company's control.
 - 5.1.4 The Client shall not be entitled to hold The Company responsible for any malfunction of their alarm system – it is suggested that the alarm system be serviced Annually.
 - 5.1.5 A/C power supply monitoring is only provided to monitor the power supply to the alarm unit and no other A/C powered equipment unless specified overleaf – so please note if phoned for an ac fail make 100% sure supply to the alarm system is not disconnected.
 - 5.1.6 The Radio transmitter remains the property of the Company.
 - 5.1.7 The Client shall pay The Company an annual Radio Licence fees as per amount indicated overleaf if applicable, which will automatically be deducted by The Company on the *1st day of March* of each year if on debit order or payable by the client on or before the 1st day of March of each year if not on debit order. New clients will pay pro rata for the year up to 28 Feb.

6. PROVISIONS COMMON TO BOTH RESPONSE AND MONITORING SERVICES CHARGE

- 6.1.1 In consideration of the service provided by The Company in terms hereof, the Client shall pay the fee as stated overleaf per month/annum subject to escalation from time to time in The Company's discretion. Annual increase date will be on 1 February every year.
- 6.1.2 The Client will be given one (1) months' notice of any escalation via electronic media, sms or if requested SA Postal service.
- 6.1.3 All monitoring and annual payments are due in advance.
- 6.1.4 Overdue payments will result in suspension of the service without prior notice.
- 6.1.5 In the event of any amount payable in terms of this agreement not being paid on the due date, such outstanding amounts shall bear interest at a rate equal to the prime overdraft lending rate charged by ABSA Bank of South Africa.

7. DURATION TERMINATION

- 7.1 It is specifically agreed that the duration of this agreement will be for a period of 24 months, commencing on the day immediately following the completion of the installation of the TRANSMITTER, and the terms and conditions of this agreement will continue to be of full force and effect for the full period. After the initial 24 months this agreement may be terminated in terms of clause 7.2.1

7.2 This Agreement may be terminated :

- 7.2.1 By the Client by giving The Company one (1) calendar months written notice of termination AFTER the completion of the initial 24 month contract.
- 7.2.2 By the Company by giving the Client one (1) calendar month written notice of termination at any time during the currency of the Agreement.
- 7.2.3 By The Company forthwith in circumstances envisaged in Clause 4.2.

Sign:.....

8. **INDEMNITY**

8.1.1 The Company will use its best endeavours to ensure the personal safety of the Client, Household Members and or any Third party, including any possessions at or in the service address, but in no circumstances, will The Company nor any of its employees incur and/or be liable to the Client, any Household Members and or any Third party arising from any act or omission during the course and scope of rendering The Services in terms hereof, the Client furthermore indemnifies The Company and any of its employees against all and any claims that may be made against The Company by any Third party arising directly or indirectly but of any such act or omission

8.1.2 The Company shall not be liable for any consequential loss howsoever arising.

8.2 The Client hereby grants The Company without derogating from any of the other rights and powers available to The Company under the Criminal Procedure Act No 51 of 1997 ("the act") the authority in terms of Section 42 (3) of the Act to arrest any person found committing any offense on the Clients property.

8.3 Neither the Company nor its employees shall be liable for its inability to perform any of its obligations of the service under this agreement arising out of any factors beyond its reasonable control.

8.4 The Client hereby accepts that firearms will only be used in unavoidable circumstances, this being at the discretion of The Company and hereby grants permission for the usage, thereof and waives the right to any claims which the Client may enjoy therefore thereof including damage to property and possessions.

8.5 The Client specifically agrees that The Company is not an insurer and that the payment provided for herein are based on the costs of the services to be provided in terms hereof and that these services are provided for the purposes of minimizing the risk of burglary and/or client's personal safety and not eliminating it.

9. **JURISDICTION**

9.1 The Client hereby consents to the jurisdiction of the Magistrate's Court in respect of any claims arising out of this Agreement.

10. **BREACH**

In the event of:

10.1 The non-payment of any monies or portion thereof in terms of this agreement on the due date;

10.2 The breach by the client of any of the other conditions of this agreement or;

10.3 The client's insolvency;

The Company shall have:

10.4 The right to cancel the Agreement.

10.5 To claim any payments due;

10.6 To claim any damages for such breach of contract;

10.7 The client furthermore agrees to pay all costs and disbursements, including legal costs on the attorney and own client scale, collection commission, tracing charges and interest incurred by The Company in enforcing any of its rights in terms hereof.

11. **SOLE AGREEMENT**

This agreement is the full and final Agreement between the parties. No representation, warranties, terms and conditions not recorded in this document shall form part of this Agreement, and no variation of this Agreement shall be of any force and effect unless in writing and duly signed on behalf of both parties.

12. **CESSION, ASSIGNATION AND TRANSFER**

"The parties hereto acknowledge that The Company shall be irrevocably entitled to cede, assign and transfer this agreement or any portion hereof to any other company which is a subsidiary of or associated with the holding company Kleinmond Security Systems CC hereafter the contractual nexus shall be between the Client and the Cessionary only. The Client irrevocably consents to such cession, assignment and transfer.

13. **DOMICILLIUM CITANDI ET EXECUTANDI**

The Client hereby appoints the premises as set forth above as his domicillium citandi et executandi, as well as the address for service of all documents and other purposes incidental to or arising out of this Agreement. The Client hereby binds himself/herself in his/her personal capacity as surety for and co-principal debtor in solidum for the due performance of all the Client's obligations under this Agreement. The Company's domicillium citandi et executandi is; 44 Main rd, Kleinmond.

Sign:.....