



DDL Security Services (Pty) Ltd T/A 24/7 Security Services
Gauteng

MONITORING & RESPONSE MASTER SERVICE AGREEMENT

Entered into between

DDL Security Services (Pty) Ltd T/A 24/7 Security
Reg # 2004 / 004622 / 07
(Hereinafter referred to as "The Contractor")

duly represented herein by:

(Full names)
(Who warrants his authority)

and

(Full legal name / Company Name)
(Hereinafter referred to as "The Client")

duly represented herein by:

(Full names)
(Who warrants his authority)



DDL Security Services (Pty) Ltd T/A 24/7 Security Reg # 2004 / 004622 / 07
MONITORING & REACTION AGREEMENT

1. This is an installation, monitoring and reaction agreement entered into between 24/7 Security Services Reg no _____
 and _____ Reg no./ID no _____ (the Client).

2. INTERPRETATION

- 2.1 The Conditions as set out in this document and in any written document signed by the duly authorised representative of 24/7 Security Services (Pty) Ltd, hereinafter referred to as "the CONTRACTOR" and the CLIENT are the sole conditions applying between the CONTRACTOR and the CLIENT.
- 2.2 The headings to the paragraphs of the Conditions are included for reference purposes only and shall not in any way affect or govern the interpretation or construction of this AGREEMENT.
- 2.3 Unless the context clearly indicates a contrary intention, words importing –
 - i. anyone gender shall include the other gender;
 - ii. the singular shall include the plural and vice versa;
 - iii. natural persons shall include legal persons or entities.
- 2.4 "Month" shall mean the period commencing on the first day of any month, and terminating on the last day of the same month.

1. The Contractor agrees to monitor a radio transmitter or telephone communicator for the purpose of monitoring the alarm system installed at the physical address in the installation Schedule. The Contractor shall contact the customer or contact person by means of telephone at the number(s) stated overleaf should the alarm be activated. In addition, The Contractor Armed Response or other nominated reaction service provider and, if required and where this service is provided by them, the S.A. Police Services will be advised. Radio transmitters using our frequencies and/or telephone communications provided for this purpose shall at all times remain the property of The Contractor. The Customer shall not be entitled to remove, relocate or in any way tamper with the transmitter. Within a reasonable period after termination of this agreement, The Contractor shall be entitled to remove the transmitter. The Contractor is only obliged to make reasonable efforts to contact the customer.

2. The Contractor undertakes to respond to emergencies at the installation address directed to it by the Customer using the installed alarm system. Where The Contractor deems that service to the Customer may be improved by nominating third party reaction service providers, the response service may be subcontracted accordingly.

3. This agreement shall commence upon the date of acceptance of this agreement by The Contractor or on the date of receipt of the first monitoring fee, whichever is the latest, and shall continue on a fixed term period of one (1) month from that date. Thereafter the contract shall continue monthly. Termination shall be effected by either party delivering not less than 30 days notice in writing to the other, provided that such notice may only be given so as to take effect on or after the expiry of the contracted period and on the last day of a month. Such notice (and all other notices in terms of this agreement) shall be deemed to have been received on the date it is delivered or sent (if delivered by hand or sent by confirmed facsimile transmission) or 14 days after the date it is sent by prepaid registered post.

4. Any breach of contract by either party shall entitle the aggrieved party to cancel this agreement if the breach is not rectified within seven (7) days of the aggrieved party having delivered notice in writing to the other party calling upon it to do so. Such cancellations shall not prejudice the aggrieved party's rights (if any) to claim damages.

5. It is the responsibility of the Client to ensure that any changes to the information herein provided are advised to The Contractor in writing not less than 48 hours in advance. The Client agrees to use the system responsibly and to perform regular system testing in the correct format so as to ensure that the alarm system is fully operational and free from false alarms. Please refer to our User Guide and Standard Operation Procedure (which may change from time to time) as well as the alarm system operating manuals.

6. The Contractor shall not be liable for any costs resulting from a delay in rendering or for failure to render any service for any reason whatsoever including, but not limited to, circumstances beyond the control of The Contractor or the Client making or allowing to be made any repair or alteration to any part of the system. It is expressly agreed that equipment and service are provided in terms hereof for the purpose of minimising, as far as such equipment and service is reasonably capable of doing so, the risk of assault, burglary, robbery, or any other applicable cause of loss or damage, but not of eliminating such risk. The Contractor shall not be liable in contract or in delict or otherwise for any loss of whatsoever nature (including both direct and consequential loss) or death or injury arising from or caused by the rendering or failure to render any service in terms hereof, including any loss of or death or injury attributable to any wilful or negligent act or omission of The Contractor, its employees or agents.

7. (i) ownership of the radio transmitter vests in the contractor and that notwithstanding installation thereof, ownership will remain at all times with the contractor. Any damage to the radio transmitter after installation will be deemed to be caused by the client who will bear the costs incurred in repairing same;

(ii) the contractor shall not be liable for any damage incurred in installing the radio transmitter by its servants or employees unless such damage is the direct result of gross negligence by the contractor's employees. Under these circumstances, the contractor's liability shall be limited to the client's proven actual damages incurred and not consequential damages.

7. Both The Contractor and the Client agree to the jurisdiction of the Magistrate's Court in respect of all proceedings arising out of this agreement, notwithstanding the amount claimed or the nature of the claim, provided that either party may at its option institute action in the Supreme Court, in the event of legal proceedings being instituted by either The Contractor or the Client as a result of breach of this agreement, then the defaulting party shall be liable to pay the other party's legal costs on the scale as between attorney and client.

8. INSTALLATION SCHEDULE

Acc No. _____

Physical Address:	Postal Address:
	Postal Code:
Email Address:	
Map reference:	Fax no:

9. CONTACT PERSONS

Name	Home Telephone	Work Telephone	Mobile Phone



10. ALARM SYSTEM EQUIPMENT SOLD

The Contractor standard package system type – RDC Radio Transmitter	R	690.00
Installation of radio transmitter	R	350.00
Total (including vat)	R	1 185.60

11. A Fifty (50%) percent deposit of the amount correlating with the total amount (incl. VAT) in clause 10 above is required on acceptance of quotation and is non-refundable if installation is cancelled by the Client. The balance of payment on the said amount is due on completion of such installation. Interest(s) will be charged on overdue amounts at a rate of 2% (two) percent above prime overdraft rate.

12. Equipment supplied by The Contractor, excluding batteries, is guaranteed for twelve months from the date of sale against faulty materials and workmanship. After this time, the cost of repairing or replacing any equipment shall be for the account of the Client and shall be performed on a cash on delivery basis. The Client undertakes to notify the Contractor in writing of any defects in materials and / or workmanship within the guarantee period to enable the Contractor to rectify same.

13. MONITORING AND REACTION FEE

The Customer undertakes to pay the Contractor the total amount indicated in this column for the services rendered:

Type of Service (response only, escort, open & close)	R
Monitoring & Response	R
Radio Fees (includes faulty equipment substitution but excludes on-site labour and radio license actual)	R
Monitoring only	R
SMS Service	R
Total Amount for monthly Banker's Debit Order (including vat)	R
Annual Radio Licence Fee (including vat)	R

14. The monitoring and reaction fee as stipulated above will be reviewed and increased annually by The Contractor by no more than the 10% or the regulated Security Industry increase in wages each year. The Client will be advised prior to implementation of proposed changes of the fee structure detailed above. The Client shall pay the monitoring and reaction fee in advance at the end of each month for the following month by means of a Banker's Debit Order. With effect from the date of this contract The Contractor is authorised to deduct the amount of the monitoring and reaction fee (as may be varied from time to time) from the following account. The contractor may also at its sole discretion select another means of payment. If the Contractor is not promptly paid, the obligation to render any service shall be suspended until payment is made. The Contractor does not warrant any specific reaction time, but will react as quickly as its reasonable endeavours allow.

Bank _____

Branch _____

Branch Number

Branch Account Number

Bank Account Name _____

Authorised Person(s)'s Name & Surname _____

Authorised Signatory(ies) _____

Authorised Signatory(ies) I.D. No's _____

Commencement Date _____

15. DOMICILIUM & SIGNATURE

15.1 The parties choose the respective addresses on the quotation as their domicilium citandi et executandi for purposes of giving any notice, for payment of any sum, and the serving of any process, and for such other purposes arising from this AGREEMENT, as may be necessary at the addresses indicated herein, it being specially recorded that the addresses of any contact/responsible persons shall in no way be deemed to constitute an address for the purpose as aforesated.

15.2 The parties shall be entitled, from time to time, by written notice to the other, to vary its domicilium to any other address.

15.3 Any notice given and any payment made by either party to the other ("the addressee"), which

15.3.1 is delivered by hand during normal business hours of the addressee, at the addressee's domicilium for the time being shall be presumed, until the contrary is proved, to have been received by the addressee at the time of delivery.

15.3.2 is posted by prepaid certified mail, from an address within the Republic of South Africa, to the addressee at the addressee's domicilium for the time being, shall be presumed, until the contrary is proved, to have been received by the addressee within four (4) business days after posting.

THUS DONE AND SIGNED AT _____ THUS DONE AND SIGNED AT _____

ON THIS THE _____ DAY OF _____ 200_____ ON THIS THE _____ DAY OF _____ 200_____

CONTRACTOR _____

CLIENT _____

AS WITNESS:

AS WITNESS:

1. _____

1. _____

2. _____

2. _____