

DEFENSOR SECURITY (PTY) LTD

AGREEMENT FOR ARMED RESPONSE & MONITORING

Registered with the Private Security Industry Regulatory Authority, Member no. 1060819

AGREEMENT FOR THE RENDERING OF A TWENTY-FOUR HOUR MONITORING SERVICE OF AN ELECTRONIC SECURITY SYSTEM AND/OR AN ARMED RESPONSE SERVICE BETWEEN DEFENSOR SECURITY (PTY) LTD AND/OR IT'S REPLACEMENT AND/OR SUCCESSOR IN TITLE

and

(Full Name of Client)

(hereafter referred to as "the Client")

of

(Address)

.....

(hereafter called "the Premises")

1. INTRODUCTION

- 1.1 Since DEDEFENSOR SECURITY (PTY) LTD renders
- 1.2 a twenty-four hour monitoring service of electronic security systems; and
- 1.3 a twenty-four hour armed response service to the public;
- 1.4 the client is desirous of entering into an agreement with DEFENSOR SECURITY (PTY) LTD for the rendering of one or both of the aforesaid services.
- 1.5 Now therefore the Parties agree as follow:

2. INTREPRETATION

- 2.1 The headings of the clauses in this agreement are for the purpose of convenience and reference only and shall not be used in the interpretation, nor amplify the terms of this agreement, nor any clause thereof;
- 2.2 In this agreement, unless the contrary intention clearly appears, words indicating:
 - 2.2.1 the one gender includes the other two genders;
 - 2.2.2 the singular, include the plural and *vice versa*; and
 - 2.2.3 a natural person includes a juristic person or legal entity and *vice versa*.
- 2.3 DEFENSOR SECURITY (PTY) LTD and/or its replacement and/or its successor in title.
- 2.4 "Date of commencement" refers to the date that this agreement is signed.
- 2.5 The "Agreement" refers to this agreement.
- 2.6 "Initial fee" refers to the amount payable by the client to DEFENSOR SECURITY (PTY) LTD from the date of commencement of this agreement.
- 2.7 "Initial period" refers to the period of (Two) 2 year(s) following the date of commencement and which period will be calculated by excluding the first day and including the last day.
- 2.8 "Security system" refers to a comprehensive electronic security system and/or an ordinary panic system.
- 2.9 "The service" refers to one or both of the twenty-four hour monitoring of electronic security systems and/or the twenty-four hour emergency reaction service.

3. MONITORING the client's alarm system includes the

- 3.1 twenty-four hour monitoring of the Client's security system by radio signal and/or telephone line;

- 3.2 processing of information and instructions received from the Client, by means of computer and/or other acceptable system in the case of the activation of the relevant alarm system in the Control Centre;
 - 3.3 The speedy notification of the Armed Response Service, SAPS, relevant authorities and/or instances and/or interested persons (whatever written instructions was given to DEFENSOR SECURITY (PTY) LTD) in the case of activation of the relevant security system and when no satisfactory telephonic confirmation is received from the premises that everything on the premises is in order.
4. **ARMED RESPOSE SERVICE** includes the
- 4.1 rendering of a twenty four Armed Response Service by trained security officers within the framework of this agreement;
 - 4.2 immediate activation of the Armed Response Service by the Control Centre in the case of the activation of the Control Centre by the Client's security system;
 - 4.3 the speedy reaction by trained and armed security officers to the premises with the exclusive aim to:
 - 4.3.1 take immediate action in the case of a security crisis;
 - 4.3.2 immediately notify the SAPS, relevant authorities and/or instances and/or medical services of the emergency situation.
 - 4.4 Upon termination of the emergency steps and take-over of the situation by the SAPS, relevant authorities and/or instances and/or medical services as required by the situation, the obligations of the Armed Response personnel are deemed to be fulfilled. The armed response officer will only stay at the premises for maximum time of 15 minutes. During which time it is the responsibility of the client to ensure that he or she is at the premises.
5. **IT IS FURTHER AGREED AS FOLLOWS:**
- 5.1 DEFENSOR SECURITY (PTY) LTD undertake from the date of commencement up to and including the cancellation thereof to:
 - 5.2 monitor the client's electronic alarm system twenty-four hours per day from a Control Centre;
 - 5.3 render an Armed Response Service to the client.
(Delete that which is not applicable)
6. **RADIO TRANSMITTER**
- 6.1 The Radio transmitter which affects the link between the Client's security system and the DEFENSOR CONTROL CENTRE and which is installed on the premises remains the legal property of DEFENSOR SECURITY (PTY) LTD.
 - 6.2 Any damage to the radio transmitter as the result of negligent handling will be recovered from the client.
 - 6.3 Should any third party confiscate any equipment belonging to DEFENSOR SECURITY (PTY) LTD, the client will immediately notify DEFENSOR SECURITY (PTY) LTD of such action.
7. **FUNCTIONING OF EQUIPMENT**
- 7.1 DEFENSOR SECURITY (PTY) LTD undertakes to do everything possible to ensure that an alarm system installed by itself or its authorised subcontractor functions efficiently.
 - 7.2 The above undertaking, however, does not apply where the alarm system is damaged by lightning or negligent handling or;
 - 7.3 where parts of equipment are added to and/or removed from an existing security system by any person other than a DEFENSOR SECURITY (PTY) LTD technician and/or an authorised subcontractor.
 - 7.4 DEFENSOR SECURITY (PTY) LTD and its suppliers of equipment guarantee the products installed by DEFENSOR SECURITY (PTY) LTD as well as the workmanship for a period of one year from the commencement date.
 - 7.5 It is the responsibility of the client to test the functioning of his alarm system from time to time. It is however also the client's responsibility to notify DEFENSOR SECURITY (PTY) LTD telephonically beforehand that he intends to test the security system.
8. **FALSE ALARMS AND MISUSE OF THE DEFENSOR CONTROL CENTRE**
- 8.1 It is the responsibility of the client to ensure that his/her alarm system does not activate false alarms due to misuse by him-/her and/or his/her subordinates.

- 8.2 Should it appear, after 3 (three) activations of the client's alarm system over a period of one month, that these were false alarms due to misuse or malfunction of the alarm system when security officers of the Armed Response Service visit the premises each time the alarm system is activated, an amount equal to a Call Out fee will be levied.

9. **HOLDING OF KEYS**

The Client hereby agrees that personnel employed by DEFENSOR SECURITY (PTY) LTD may be set in possession of the keys to the premises in order to get access to the premises if the situation so warrants it. DEFENSOR SECURITY (PTY) LTD will keep keys in safe custody after use.

10. **FIREARMS**

The Client hereby agrees that security officers who are employed by DEFENSOR SECURITY (PTY) LTD and who are in possession of a firearm may enter the premises in the performance of their duties. Furthermore, the client agrees that, if deemed necessary by the given situation, the security officer concerned may fire a firearm on the premises.

11. **WARRANT FOR ARREST**

- 11.1 The Client authorises DEFENSOR SECURITY (PTY) LTD and/or its authorised representative to:
- 11.1.1 for the purposes of Sec.24 of the Criminal Procedure Act, Act No. 51 of 1977, as amended take full control of the above-mentioned premises in his absence;
 - 11.1.2 according to Sec. 42 (3) of the Criminal Procedure Act, Act No 51 of 1977, as amended, arrest any person who trespasses on the above-mentioned premises immediately without a warrant for arrest.

12. **FEES**

As contained in paragraph 1, DEFENSOR SECURITY (PTY) LTD renders a:

- 12.1 Twenty-four hour monitoring service of electronic security systems at a fee of R..... per month **(Delete that which is not applicable)**.
- 12.2 Twenty-four Armed Response Service at a fee of R..... per month **(Delete that which is not applicable)**.
- 12.3 The fees mentioned in clauses 12.1, 12.2, 12.5 and 12.7. include Value Added Tax (VAT).
- 12.4 **The fees mentioned in clauses 12.1, 12.2, 12.5 and 12.7 are subject to a yearly escalation in February of each year. The client shall however be notified in writing of an intended escalation at least two calendar months in advance.**
- 12.5 An annual radio connection fee of R..... will be payable annually. This fee will be deducted in January of each year.
- 12.6 All amounts due are payable in advance not later than the seventh day of the applicable month.
- 12.7 An open and lock monitoring service at a fee of R..... per month **(Delete that which is not applicable)**

13. **DURATION OF VALIDITY OF THE AGREEMENT**

- 13.1 After the Initial Period contained in clause 2.7 this agreement will be valid for 24 (Twenty Four) months. This agreement will renew automatically for a further 24 months, unless the client gives the company two (2) calendar months notice.
- 13.2 Should the Client terminate the service before the expiry of the Initial period, he/she will be held liable for the payment of all outstanding fees as if he/she made use of the service for the full term of the Initial period.
- 13.3 DEFENSOR SECURITY (PTY) LTD may terminate this agreement by giving the Client two calendar months notice in writing of his intention to terminate the service.
- 13.4 **This agreement shall be terminated immediately without any notification to the client, should the client neglect to pay the fees contained in clauses 12.1, 12.2, 12.5 and 12.7 for one calendar months.**

14. **INDEMNITY**

- 14.1 For the purposes of paragraph 3, monitoring of the client's security system is at all times subject to circumstances and/or events within the control of DEFENSOR SECURITY (PTY) LTD.
- 14.2 Although DEFENSOR SECURITY (PTY) LTD undertakes to assist the client at all times with regards to the efficient functioning of his security system, he does not accept any responsibility for any faulty operation and/or malfunctioning of the security system.

- 14.3 For the purpose of paragraph 3, the client indemnifies DEFENSOR SECURITY (PTY) LTD of any responsibility and/or claims that may arise from any damage, loss, detriment, injury or death, directly or indirectly, consequently or otherwise, suffered by the client, the premises, his family, guests or partners, arising from any action or negligence by any staff member of DEFENSOR SECURITY (PTY) LTD, either negligent or otherwise or caused as the result of circumstances beyond the control of DEFENSOR SECURITY (PTY) LTD.
- 14.4 For the purposes of clause 4.3 the speedy visit by the security officers of the emergency reaction service is subject to circumstances and/or events beyond the control of DEFENSOR SECURITY (PTY) LTD.
- 14.5 The client accepts that medical emergency treatment administered by the staff of the Armed Response Service, will not substitute comprehensive medical treatment that should be administered by registered and qualified medical practitioners.

15. **JURISDICTION**

The client hereby complies with the jurisdiction of the Magistrates Court for any action that may arise out of this agreement.

16. **GENERAL**

- 16.1 This agreement constitutes the entire agreement between the parties in respect of the issues mentioned therein and the parties place on record that there are no understandings, guarantees or obligations not set out in this agreement.
- 16.2 No amendment of the agreement shall be in force unless it is in writing and signed by the parties.
- 16.3 The parties will do everything and sign all documents necessary in order to give effect to this agreement.

17. **DOMICILIUM CITANDI ET EXECUTANDI**

17.1 The parties choose as their *domicilia citandi et executandi* for all purposes under this agreement, whether in respect of court process or notices or other documents, or communications of whatsoever nature, the following addresses:

DEFENSOR SECURITY (PTY) LTD: PO Box 183, Bloemfontein, 9300.

17.2 The Client

Signed at on this day of 20

Witnesses:

1.
(Signature of Client)

2.
(Signatures of witnesses) (Identity number/ Passport Number of Client)

1.

2.
(Signatures of witnesses) (For: DEFENSOR SECURITY (PTY) LTD)