

CONTRACT NUMBER _____

**AGREEMENT FOR THE PROVISION OF FIRE FIRST
RESPONDER SERVICES**

Entered into by and between

ID / Registration Number _____
(Hereinafter referred to as "**The Client**")

And

Lonehill Residents Association

Registration Number: 1996/014689/08
(Hereinafter referred to as "**The
Administrator**")

And

Fidelity Fire Solutions (Pty) Ltd

Registration Number: 2002/0302530/7
(Hereinafter referred to as "**The
Contractor**")

(All the above collectively referred to hereinafter as "**The Parties**")

INSTRUCTIONS FOR COMPLETION OF THIS AGREEMENT:

1. Fill in full names and identity number of client or in the case of a company, body corporate or Homeowners Association, the full names of the entity and its registration number.
2. Each page of this Agreement and each page of the Annexures, must be initialed by all the parties and any alterations or crosses / ticks indicating preferences or choices of service required by a client must also be initialed by all the parties.
3. When completing Domicilium Addresses, only physical addresses must be used with an email address included.

WHEREAS the **Client** wishes to procure that the **Administrator** secures the services of the **Contractor** for the provision of first fire response services;

AND WHEREAS The Parties have agreed to provide such services, subject to the terms and conditions set out below including Annexures "A" and "B" hereto:-

NOW THEREFORE IT IS AGREED AS FOLLOWS:-

1. INTERPRETATION

In this Agreement and in the Annexure(s) to this Agreement:-

- 1.1 Words importing natural persons shall include a reference to bodies corporate and other legal personae and *vice versa*;
- 1.2 Words importing the masculine shall include a reference to the feminine and other genders;
- 1.3 Words importing the singular shall include a reference to the plural and *vice versa*;
- 1.4 Annexes to this Agreement shall be deemed to have been incorporated herein and shall form an integral part hereof;
- 1.5 A reference to a party in a document includes that party's successors and permitted assigns;
- 1.6 Any reference to an enactment is to that enactment as at the date of signature hereof and as amended or re-enacted from time to time;
- 1.7 Where the day on or by which anything is to be done is not a business day, it shall be done on or by the first business day thereafter;
- 1.8 When any number of days is prescribed in this Agreement, same shall be reckoned exclusively of the first and inclusively of the last day, unless the last day falls on a Thursday, Friday or Public Holiday, in which case, the last day shall be the next succeeding day which is not a Thursday, Friday or Public Holiday;
- 1.9 A reference to a document includes an amendment or supplement to, or replacement or notation of that document;
- 1.10 The captions appearing in this Agreement are for reference purposes only and shall not affect the interpretation hereof;
- 1.11 If any provision is a definition (or under this heading "Interpretation" and/or any other heading in this Agreement) and is a substantive provision conferring rights or imposing obligations on any party, notwithstanding that it is only in the definition (or such other clause) effect shall be given to it as if it were a substantive provision in the body of the Agreement;
- 1.12 Where figures are referred to in numerals and words, if there is any conflict between the two, the words shall prevail.
- 1.13 Words and expressions defined in any clause shall, unless the application of any such word or expression is specifically limited to that clause, bear the meaning assigned to such word or expression throughout this Agreement.
- 1.14 References to months or years shall be construed as calendar months or years.
- 1.15 No provision herein shall be construed against or interpreted to the disadvantage of any party by reason of

such party having or being deemed to have structured, drafted or introduced such provision.

- 1.16 The *eiusdem generis* rule shall not apply and whenever the term "including" is used followed by specific examples such examples shall not be construed so as to limit the meaning of that term.
- 1.17 Unless specifically otherwise provided, any number of days prescribed shall be determined by excluding the first and excluding the last day or, where the last day falls on a Saturday, Sunday or public holiday, the next succeeding business day.
- 1.18 A reference to any statutory enactment shall be construed as a reference to that enactment as at the signature date and as amended or re enacted from time to time.
- 1.19 Unless specifically otherwise provided, all amounts in this Agreement are exclusive of Value Added Tax.

2. TERM OF CONTRACT AND SERVICES REQUIRED

- 2.1 This Agreement shall commence on the commencement which will be the date of last signature hereof and shall remain in effect for a month to month period with each party having the right to terminate the Agreement by giving the other Party/ies one calendar month written notice.
- 2.2 The services to be rendered in terms of this Agreement will be:
 - 2.2.1 The **Contractor** shall provide first responder fire services ("services") to mitigate the damaged to the premises which may be caused by a fire.
 - 2.2.2 The **Contractor** shall provide a 24 hour / 7 days a week respond to any fire at the premises of the **Client**.
 - 2.2.3 The service will be rendered at the premises listed herein:

3. FEE PAYMENTS FOR SERVICES

- 3.1. The **Client** shall pay to **The Administrator** a monthly fee of R35.00 for members and R70.00 for non-members for the services rendered which amount shall be due on the 1st of each month and payable before the 7th of each month provided that a Tax Invoice for the services has been rendered by **The Administrator**.
- 3.2. **The Administrator in turn** shall settle **The Contractor's** fee for providing the service on or before the last business day of each month after receipt of an invoice.
- 3.3. **The Administrator** shall notify **The Client**, in writing, not less than 30 (thirty) days prior to the implementation thereof, of any annual increase in fees coming into effect, which will be linked to any statutory increase and the CPI.
- 3.4. **The Client** shall not be entitled by reason of any claim or complaint which it may have against **The Administrator** or **The Contractor** in terms of this agreement, to defer, withhold or refuse all or part payment of monies due to **The Administrator**.

4. PARTY OBLIGATIONS

- 4.1. From the commencement date ("Date of last signature"), **The Client** shall nominate one or more contact

person and will provide **the Administrator** with the names and telephone numbers of such persons in writing to enable **The Administrator** and **The Contractor** and its personnel to communicate with such persons in the event of an emergency.

- 4.2 **The Client** will inform **the Administrator** of any changes in the contact person's, whereafter the Administrator will inform the Contractor accordingly. Should the Client fail to update the information both the Administrator and the Contractor will not be liable for any loss due to the incorrect/outdated information on record.
- 4.3 In the event of a fire and as soon as the Contractor is notified, the Contractor will dispatch its employees without undue delay to the Premises of the Client in order to perform the service.

5. SERVICES

- 5.1 The function of the first fire responder services and personnel provided by **The Contractor** is to minimise or prevent the risk of loss or damage by fire to the Premises.
- 5.2 **The Contractor** shall reasonably ensure that its personnel are duly licensed to perform such services.
- 5.3 **The Contractor** and **The Administrator** give no guarantee or warranty that its personnel will be able to minimise or prevent such risk of loss or damage.

6. INSURANCE AND LIABILITY

- 6.1 **The Client** hereby indemnifies and holds harmless **The Contractor** and/or **The Administrator**, **any of its respective Directors, staff and sub-contractors** from any claims of whatever nature that may arise out of the operation of any of the service.
- 6.2 **The Contractor** shall maintain in force, for the duration of the contract, a Public Liability Insurance Policy for a limit of no less than R 500,000.00 (Five hundred thousand Rand) in any one event and R 2 000,000.00 (Two million Rand) in the aggregate in any one year.
- 6.3 The Contractor or the Administrator will not be liable for any consequential loss of whatsoever nature.

7. BREACH

- 7.1 Should any party breach the Agreement the aggrieved party may provide the defaulting party with 7 days written notice to remedy the breach. Should the defaulting party not remedy the breach within the notice period, the aggrieved party may terminate the Agreement and invoke any other remedy they have in law.

8. NOTICES

- 8.1 The Parties choose the following address as their *domicilium citandi et executandi*:
- 8.1.1 The Administrator: Lonehill Offices, 81 Studio Office Park, Concourse Crescent, Lonehill.
- 8.1.2 The Contractor: 104D Mimosa Street, Helderkruijn, Roodepoort;
- 8.1.3 The Client: _____

9. JURISDICTION

- 9.1 The Parties consent to the jurisdiction of the South Gauteng High Court.
- 9.2 The Agreement will be governed by the legislation of the Republic of South Africa.

10. GENERAL

- 10.1 Neither Party will cede its rights and obligations without the prior written consent of the other Parties, which consent will not be unreasonably withheld.
- 10.2 This will be the whole of the Agreement and no agreement reached between the Parties will be valid unless it is in writing and forms part of this Agreement.

Signed at _____ this day _____
of _____ 20____.

The Client

Signed at _____ this day _____
of _____ 20____.

The Administrator

Signed at _____ this day _____
of _____ 20____.

The Contractor



ANNEXURE A

CONTRACT NUMBER _____

DEBIT ORDER INSTRUCTION

TO LONEHILL RESIDENTS ASSOCIATION

Account Name : _____

Name of Bank : _____

Branch Name : _____

Branch Number : _____

Account Number : _____

1. I hereby authorise you to draw against my current account with the above bank the sum of R 35.00 or R 70.00 or such other amount as necessary for the monthly instalment due in respect of the service, on the first day of each and every month.
2. Commencing on and continuing until cancelled. All such withdrawals from my bank account by you shall be treated as though they had been signed by me personally.
3. I understand that the withdrawals hereby authorised will be processed by computer through a system known as the ACB Magnetic Tape Service and I also understand the details of each withdrawal will be printed on my bank statement or on an accompanying voucher.
4. Bank charges in connection with this transaction will be paid by THE LONEHILL RESIDENTS ASSOCIATION.

5. This authority may be cancelled by me giving you thirty days' notice in writing, but I understand that I shall not be entitled to any refunds of amounts which you have withdrawn while this authority was in force if such amounts were legally owing to LRA.

6. Receipt of this instruction by you shall be regarded as receipt thereof by my bank.

Signed at _____ on this
_____ day of _____ 20 ____.

Name: _____

PHYSICAL ADDRESS FOR THIS SERVICE:

POSTAL ADDRESS: _____

CELL: _____

TEL (H): _____

TEL (W): _____

EMAIL: _____



Tick appropriate



ANNEXURE B

PROTECTION OF PERSONAL INFORMATION

1 DEFINITION

- 1.1 POPI" means the Protection of Personal Information Act, No. 4 of 2013, as amended from time to time, including any regulations and/or code of conduct made under the Act.

2 CONFIDENTIALITY

- 2.1 The parties agree that the terms of this agreement and all confidential information of the parties communicated to them in connection with this agreement shall be received in strict confidence and be used only for the purposes of this agreement. Each party shall use the same means as it uses to protect its own confidential information, but in no event less that reasonable means, to prevent the disclosure and to protect the confidentiality of such information. No such information shall be disclosed by the recipient parties, its agents, representatives or personnel/employees without the prior written consent of the other party.

- 2.2 These provisions do not apply to information which is:

- 2.2.1 Publicly known or becomes publicly known through no unauthorised act of the recipient parties;
- 2.2.2 Rightfully received by the recipient parties from a third party;
- 2.2.3 Independently developed by the recipient parties without use of the other party's information.
- 2.2.4 Disclosed by the other party to a third party without similar restrictions;
- 2.2.5 Required to be disclosed pursuant to a requirement of a governmental agency or any applicable law, so long as the party required to disclose the information gives the other party prior notice of such disclosure; or
- 2.2.6 Publicly disclosed with the other party's written consent in terms of clause 2.1.

- 2.3 All media releases, public announcements and public disclosures by any party or its respective employees or agents relating to this agreement or its subject matter, including without limitation promotional marketing material, shall be coordinated with and approved by each party prior to the release thereof. The foregoing shall not apply to any announcement intended solely for internal distribution by any party or to any disclosure required by legal, accounting or regulatory requirements beyond the reasonable control of the party in question.

- 2.4 Each party shall ensure that its personnel/employees or agents comply with the provisions of this clause to the extent that such personnel/employees or agents received confidential or promotional information of the other party.