

**CONTRACT NUMBER** \_\_\_\_\_

**CONTRACT FOR THE PROVISION OF SECURITY 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 Security Group (Pty) Ltd**

Registration Number 1997/013274/07  
(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 "A", "B", "D" and "C" where applicable, must be initialled by all the parties and any alterations or crosses / ticks indicating preferences or choices of service required by a client must also be initialled by all the parties.
3. When completing Domicilium Addresses, only physical addresses must be used with an email address as well and note that *postal addresses are unacceptable*.
4. When completing Annexure "A-1", careful attention must be paid to the selection of the correct security service.

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**WHEREAS** the Client wishes to procure that the Administrator secures the services of the Contractor to provide the hereinafter stipulated security services;

**AND WHEREAS** The Parties have agreed to provide such services, subject to the terms and conditions set out below and Annexures "A", "B" and "C" 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 *ejusdem 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**

This contract shall commence on the commencement date as noted in Annexure "A" and shall remain in effect for the period as noted therein and is thereafter *automatically renewable* monthly with a one calendar month notice of termination by any party. The services to be rendered in terms of this contract are as indicated by the client in Annexure "A", and as described below.

- 2.1. **Provision of guarding service.**  
The Contractor shall provide security guard(s) to protect the premises of the client. Such guarding service shall consist of the personnel and equipment for the shifts as set out in Annexure "A" hereto.
  - 2.2. **Provision of reaction service.**  
The Contractor shall provide a 24 hour / 7 days a week monitoring and armed reaction service linked to the Client's alarm system(s) at the premises of the Client. *[Should the Client require the installation/maintenance or modification of an alarm monitoring or other surveillance system(s), or any other security system installation, then such additional service and equipment shall be quoted for and paid separate to this contract].*
  - 2.3. For the purposes of all security services to be rendered in terms of this contract, the premises where the said services are to be rendered shall be as set out in Annexure "A" ["The Premises"] unless agreed to the contrary in writing by the Parties hereto:
- 3. Fee payments for Services**
- 3.1. The Client shall pay to The Administrator a monthly fee for the services rendered in terms of this contract, as set out in Annexure "A", which amount shall be due on the 1<sup>st</sup> of each month and payable by the 7<sup>th</sup> of each month provided that a Tax Invoice for the services has been rendered by The Administrator. The Administrator shall then settle The Contractor's fee for providing the security services in accordance with the Agreement in effect between The Administrator and the Contractor. The Administrator shall notify The Client, in writing, not less than 30 (thirty) days prior to the levying thereof, of any annual increase in fees coming into effect.
  - 3.2. The fee as indicated in 3.1. above does not include the annual radio licence fee due to the statutory authorities for the use of any radio transmitter equipment. This will be billed by The Administrator to The Client in February of each year or so soon thereafter as is reasonably possible, and The Client shall pay The Administrator the full amount due for this on presentation of invoice. The Administrator shall then transfer such fee to The Contractor who will pay the relevant statutory authority.
  - 3.3. The monthly contractual fee stipulated in 3.1. above is calculated to include all public holidays. Should the government declare an unforeseen public holiday then The

- 3.4. The Administrator may exercise the right to invoice The Client for the costs incurred to pay the security officers any requisite overtime pay.
- 3.5. 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 or withhold or refuse all or part payment of monies due to The Administrator, in terms of this agreement nor shall The Client be entitled to raise as a defence to any claim which The Administrator or The Contractor may institute against it, any right to set-off or counter-claim which it may have against The Administrator or The Contractor.
4. **Obligations concerning security services.**
  - 4.1. The Administrator shall be entitled at any time to request an increase in the fee specified in this contract which results from increased statutory costs in providing the services. The request in writing shall be supported by the availability of documentary proof for such increases. No increase shall apply with retrospective effect and shall be subject to thirty (30) days notice to The Client.
  - 4.2. With effect from the date of commencement of this contract, which shall be the date the last party signs this Agreement, The Client shall nominate one or more persons as the persons responsible for its security and shall furnish 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. The Client and The Administrator shall, upon due notification of changes in contact details of persons responsible for security, immediately update this information with any changes.
  - 4.3. The Client shall supply, in the instance where Guarding Services have been contracted for herein, unless agreed otherwise by the parties, an appropriately furnished room or gatehouse on The Client's premises which meets The Contractor's standards where The Contractor's personnel can attend to administrative functions and to the services provided by The Contractor in terms of this Agreement. The Client shall also provide toilet facilities for use by The Contractor's personnel.
  - 4.4. All the parties specifically agree that the security services rendered in terms of this Agreement shall be rendered subject to the usual terms and conditions of The Contractor for the rendering of such security services as set out fully in Annexure "B" hereto and in accordance with The Contractor's Standing Orders to its security personnel and employees, and in accordance with any written site instructions agreed to and signed by all the parties hereto. All the said terms and conditions set out in Annexure "B" and the said site instructions, if any, shall form an integral part of this Agreement and all the contents of the said Annexures and site instructions, if any, shall be specifically incorporated into this Agreement.
  - 4.5. Notwithstanding the provisions of clause 3.4. above, in the event that The Contractor fails to ensure that any of its personnel report for duty at any of the times or places as agreed between the parties from time to time, The Client must first contact The Administrator whom failing The Contractor, to investigate and remedy the problem before The Client employs such other security services that it may deem fit on an *ad hoc* basis and claim the costs thereof from The Administrator or The Contractor. Should the non attendance of Security Personnel not be remedied within Two (2) hours of reporting same to The Administrator and/or The Contractor, then The Client shall be entitled to engage the services of another security service provider, and deduct the costs of such remedial services from any amounts owing to The Administrator in terms of this Agreement, provided that the other security service deploys the same number and the equivalent level/grade of security personnel as contracted for with The Contractor at the relevant time, and that the costs accord with other security services normal commercial contract fees. It should be noted that The Contractor has clear instructions that at no time can a shift guard leave his post until the next shift guard has arrived. If there is a case where the next shift guard does not arrive for duty, The Contractor has 2 (two) hours to find a replacement guard from the expiry of the previous shift time.
  - 4.5.1. Additionally, the parties hereto agree that:  
The function of the security services and personnel provided by The Contractor is to minimise or prevent the risk of loss or damage by fire, theft, burglary, vandalism, terrorism, riot or civil commotion and to prevent crime and apprehend unauthorised persons on the premises in accordance with the law.
  - 4.5.2. The Contractor shall reasonably ensure that its personnel are duly licensed to perform such services, but 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 or prevent crime.
  - 4.5.3. In the event that any of the personnel of The Contractor is or appears to be:
    - 4.5.3.1. Under the influence of intoxicating liquor or drugs; or
    - 4.5.3.2. Fails and/or is incapable of the proper performance of the services; or
    - 4.5.3.3. Is in a condition which may render and/or be likely to render such person incapable of taking care of himself or others; or
    - 4.5.3.4. Conducts himself in a manner which, in the sole discretion of The Client, may endanger any third party or property; or
    - 4.5.3.5. Does not present himself in uniform with his equipment or does not behave in a vigilant and courteous manner,

Then The Client shall be entitled to instruct such member of The Contractor's personnel to leave premises and The Contractor shall, within two (2) hours, be required to replace such member of its personnel.
  - 4.6. In the event of alleged failure of the personnel of The Contractor to comply with the terms of the Standing Instructions, The Client must submit a written report thereof to The Administrator within Twenty Four (24) hours. The Administrator shall forward the report to The Contractor who must, in turn, within Seventy Two (72) hours or such additional time as may be reasonably requested by The Contractor investigate the alleged failure and submit a written report to The Administrator stating their findings with regard to the said alleged failure and the action taken or to be taken by The Contractor to remedy the situation.
  - 4.7. All the personnel of The Contractor shall at all times remain solely the employees of The Contractor under the direct control, authority and supervision of The Contractor.
  - 4.8. The Client shall be entitled at any time to check and monitor the services rendered by The Contractor.
  - 4.9. 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 aspect of this Agreement.
  - 4.10. The Contractor shall maintain in force, for the duration of the contract, a Public Liability Insurance Policy to cover any third party liability of The Contractor for a limit of no less

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- 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.
- 4.11. Should **The Contractor** decide to terminate or not renew the Public Liability Insurance Policy for any reason, **The Contractor** shall notify **The Client** in writing at least thirty (30) days before termination of the Public Liability Insurance Policy and **The Client** shall have the option to terminate this Agreement forthwith.
- 4.12. **The Client** agrees and undertakes to co-operate fully with and to give all reasonable assistance to **The Contractor** and **The Administrator** to enable any claim, lawsuit, case or demand which may be threatened, made or brought against **The Contractor** or **The Administrator** arising out of this Agreement by **The Client** and/or any third party, to be investigated. **The Client** shall notify **The Contractor** and **The Administrator** within Twenty Four (24) hours of the happening of any event giving rise to a claim in terms hereof and **The Client** shall deliver to **The Administrator's** office a written notice setting out in detail all particulars known at that stage to **The Client** of the cause of action and all relevant facts, to enable **The Administrator** to identify the parties concerned and to investigate the matter.
5. **Disputes and Termination**
- 5.1. Should any dispute arise between the parties, the parties shall use their best endeavours to resolve the dispute amicably, failing which, the matter shall be referred for resolution to the Court mentioned in paragraph 5.4. below. For provisional sentence or otherwise, a certificate which is signed by a director or accountant of **The Administrator** as to the amount owing by **The Client** and as to the date of payment of such an amount in terms of this Agreement, shall be prima facie proof of the particulars therein stated.
- 5.2. The parties hereto agree that, in the event that **The Contractor** no longer qualifies as an employer of security officers, in terms of the Private Security Industry Regulatory Authority Act No. 56 of 2001, **The Administrator** shall immediately engage the services of another suitable security services provider and this Agreement shall complete its course. In this regard, **The Contractor** undertakes to notify **The Client** immediately in the event that it no longer meets with the aforesaid requirements. **The Contractor** undertakes to remove immediately from **The Client's** site any of the personnel of **The Contractor** who no longer qualify as security officers in terms of such Act.
- 5.3. In the event of non-compliance by any party with any of the terms and conditions of this Agreement, the other party/(ies) may give written notice to the defaulting party to rectify and/or remedy such non-compliance within 14 (fourteen) days of receipt of such written notice and should the defaulting party fail to rectify and/or remedy such non-compliance within 14 (fourteen) days of such written notice, the other parties shall be entitled to cancel this contract forthwith without prejudice to any other rights or remedies such party may have in law.
- 5.4. The Parties hereby consent to the jurisdiction of the Witwatersrand Local Division of the High Court of South Africa for the resolution of any disputes, claims and interdicts or any other actions or applications arising out of the operation of this agreement or the termination thereof.
6. **Personnel**
- 6.1. The parties hereto agree not to offer any employment or similar contract to any personnel of the other parties during the currency of this contract.
- 6.2. **The Contractor** shall be responsible for the discipline and safety of its personnel in terms of section 37 of the Occupational Health and Safety Act, 85 of 1993, as amended, and **The Contractor** shall report to **The Administrator** any unsafe conditions or breaches of discipline by **The Contractor's** personnel. **The Client** may stop the rendering of any services which it considers are being carried out by **The Contractor** in an unsafe manner and it may further prohibit the use of any equipment which is considered to be unsafe.
- 6.3. **The Client** hereby undertakes in the event that it instructs **The Contractor's** security personnel to search the person, property or premises of any person or concern, that it shall first have obtained the consent of such person or concern to such search.
- 6.4. **The Client** hereby authorises **The Contractor's** personnel in terms of Section 42(3) of the Criminal Procedure Act No 51 of 1977, to arrest any person found committing any offence on or in respect of the property or of the premises of **The Client** or any part thereof.
7. **Indemnity for searches**
- The Client** hereby irrevocably indemnifies **The Contractor**, **The Administrator**, their directors, employees and security personnel against any claim which may be made against any one or more or all of them, the cause of action of which claims arose out of or in connection with any search conducted or arrest effected at the direct insistence of **The Client**, provided that **The Contractor** and **The Administrator**, their directors and personnel, acted at all times within the law whilst carrying out the direct instructions of **The Client**.
8. **Domicilium citandi et executandi**
- 8.1. The respective parties to this Agreement choose their Domicilium Citandi et Executandi address as follows:-
- 8.1.1. **The Client** chooses as its *domicilium citandi et executandi* the following address:  
[complete clients' physical address and email address by printing in black ink]
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- 8.1.2. **The Contractor** chooses as its *domicilium citandi et executandi* the following address:
- Fidelity Corporate Park  
104D Mimosa Road  
Roodepoort  
Gauteng  
South Africa

- 8.1.3. **The Administrator** chooses as its *domicilium citandi et executandi* the following address:
- Lonehill Resident's Association  
81 Studio Park  
5 Concourse Crescent  
Lonehill Johannesburg  
Gauteng  
South Africa
- 8.2. All notices and correspondence to any party shall be deemed to have been received within 24 hours of sending an email.
9. **General**
- 9.1. It is specifically recorded that all the obligations contained herein are material and should any party fail to comply with any obligation in terms herein; the **offending party** shall be in material breach of the contract going to the root thereof.
- 9.2. No latitude which may be allowed in respect of any obligation provided for herein shall under any circumstances be deemed as a waiver of any rights and either party shall be entitled at all times to require strict and punctual compliance with each and every provision hereof. No extension of time or waiver or relaxation of any of the provisions or terms of this agreement or any agreement, bill of exchange or other document issued or executed pursuant to or in terms of this agreement, shall operate as an estoppel against any party in respect of its rights under this agreement, nor shall it operate so as to preclude such party thereafter from exercising its rights strictly in accordance with this agreement.
- 9.3. This agreement constitutes the whole agreement between The Parties relating to the subject matter hereof.
- 9.4. No amendment or consensual cancellation of this agreement or any provision or term thereof or of any agreement, bill of exchange or other document issued or executed pursuant to or in terms of this agreement and no settlement of any disputes arising under this agreement and no extension of time, waiver or relaxation or suspension of any of the provisions or terms of this agreement or of any agreement, bill of exchange or other document issued pursuant to or in terms of this agreement shall be binding unless recorded in a written document signed by The Parties. Any such extension, waiver or relaxation or suspension which is so given or made shall be construed as relating strictly to the matter in respect whereof it was made or given.
- 9.5. No party shall be bound by any express or implied term, representation, warranty, promise or the like not recorded herein, whether it induced the contract and/or whether it was negligent or not.
- 9.6. This Agreement shall be governed in all aspects by the Laws of the Republic of South Africa.
- 9.7. The Parties hereto shall at all times, deal with each other and their respective rights and obligations under this Agreement on the basis of the utmost good faith.
- 9.10. In the event of a conflict between the provisions of this main Agreement and the contents of any Annexures hereto, then the provisions of this main Agreement shall prevail over the conflicting provisions of any of the Annexures hereto.

**THUS DONE AND SIGNED at Lonehill on this**

\_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

\_\_\_\_\_  
For and on behalf of "The Client"

\_\_\_\_\_  
For and on behalf of "The Contractor"  
Duly Authorised

\_\_\_\_\_  
For and on behalf of "The Administrator"  
Duly Authorised

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**ANNEXURE A - 1**

CONTRACT NUMBER: \_\_\_\_\_

COMMENCEMENT DATE: \_\_\_\_\_

<b>MONITORING, ARMED RESPONSE &amp; REACTION STAND-ALONE HOUSE</b>			
<b>CONTRACT PERIOD:</b> <i>(Select contract period with X)</i>		MONTHLY <input type="checkbox"/>	
<u>SECURITY SERVICE DESCRIPTION</u>	MONTHLY COST EXCL VAT	MONTHLY COST INCL VAT	SELECT REQUIRED SERVICE WITH X
Full Monitoring of Residential / Business alarm system	R 751.16	R 863.83	
Panic Button Monitoring only (Duress only)	R 748.60	R 860.89	
Phone-in Reaction only	R 585.28	R 673.07	
Fence Monitoring only – ONLY FOR INDIVIDUAL HOMES (trigger only – no zoning)	R 535.26	R 615.55	
Annual Transmitter Licence Fee – <i>Mandatory, Pro-rated, Billed on installation and in February each year.</i>		R 240.00 incl vat	
Link-up Fee – once off charge (including 1 hour labour & programming)		R 648.72 incl vat	
<b>TOTAL MONTHLY REACTION COST INCLUDING VAT</b> <i>Paid by Debit Order as per ANNEXURE C</i>			

PHYSICAL ADDRESS FOR THIS SERVICE: \_\_\_\_\_

CONTACT: \_\_\_\_\_

POSTAL ADDRESS: \_\_\_\_\_

CELL: \_\_\_\_\_ TEL (H): \_\_\_\_\_ TEL (W): \_\_\_\_\_

EMAIL: \_\_\_\_\_

ALTERNATIVE KEYHOLDER: \_\_\_\_\_

CELL: \_\_\_\_\_ TEL (H): \_\_\_\_\_ TEL (W): \_\_\_\_\_

EMAIL: \_\_\_\_\_

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## ANNEXURE B

### STANDARD TERMS FOR THE PROVISION OF SECURITY SERVICES BY FIDELITY SECURITY GROUP (PTY) LTD TO LRA CLIENTS

The following Terms and Conditions are standards Terms and Conditions upon which basis Fidelity Security Group (Pty) Ltd. shall render security services to clients in terms of the main Agreement preceding this Annexure "B". In the event of a conflict between any provision of this Annexure "B" and the preceding main Agreement, the provisions of the preceding main Agreement shall take preference. In terms of the Standards Terms, the following shall apply:-

#### 1. INTERPRETATION

- 1.1. In this agreement, unless the context clearly indicates otherwise:
  - 1.1.1. "the" or "this agreement" means this agreement and the service schedule(s) attached hereto or to be attached if and when finalised subsequent to signing of this agreement, marked Annexure A.
  - 1.1.2. "the initial period" means the initial 1 (one) month period, calculated from the date of commencement of this agreement.
  - 1.1.3. "the premises" means the address as specified by the Client in the schedules at which the service will be provided by FIDELITY.
  - 1.1.4. "the service schedule" means the schedule that shall contain the particulars of the Client, the details of the service, the service fees and the commencement and duration of the service, annexed to the agreement marked Annexure A.
  - 1.1.5. "the service" means the security services to be performed by FIDELITY to the Client as described herein and in the service schedule.
  - 1.1.6. clause headings are for convenience and are not to be used in their interpretation.
  - 1.1.7. a reference to any gender includes the other gender.
  - 1.1.8. a natural person includes a juristic person and vice versa.
  - 1.1.9. the singular includes the plural and vice versa.
  - 1.1.10. "Fidelity" shall mean Fidelity Security Group (Proprietary) Limited

#### 2. DURATION

- 2.1. The agreement commences on the commencement date stipulated in the main agreement and shall continue for an indefinite period unless stipulated to the contrary.
- 2.2. The agreement shall continue and be renewed automatically unless terminated by either party by notice of termination of at least 1 (one) month prior to the expiry of the initial period or any subsequent periods.

#### 3. SOLE FUNCTION AND PURPOSE

- 3.1. The sole function and purpose of this agreement is to provide the Client with security services to minimise the risk of loss or damage to the Client's property as a result of theft, burglary or malice.
- 3.2. Where the use of dogs is contracted, FIDELITY undertakes to ensure that the dogs and their handlers are suitably trained.
- 3.3. The Client undertakes to supply a room or guardhouse on its premises where FIDELITY personnel can attend to administrative functions relating to the guarding security service. The Client shall also provide toilet facilities for use by FIDELITY personnel.
- 3.4. On the commencement date, FIDELITY and the Client shall each nominate one or more persons in their employ as the persons responsible for security and shall specify the names, telephone numbers or other means of contact with such persons for use in an emergency.
- 3.5. The Client undertakes that before it instructs FIDELITY or its security personnel to search the person, property or the site, it shall have obtained the witnessed consent of such person.

3.6. The Client hereby authorises FIDELITY or its security personnel, in terms of Section 42 (3) of the Criminal Procedure Act, No 51 of 1977, as amended, to search and arrest any person found committing an offence on or in respect of the site or any part thereof.

3.7. The Client hereby indemnifies FIDELITY against any claim, which may be made against it arising out of a search, or an arrest effected in terms of clauses 3.5 and 3.6, provided that FIDELITY complied with the applicable legislation in effecting the search or arrest.

3.8. The Client warrants that it is not aware of any circumstances, which have the potential of adversely affecting the ability of FIDELITY to render an effective service in accordance with the Client's requirements, or that have the potential of adversely affecting FIDELITY's risk and/or liability in terms of clause 5 hereof, and undertakes to notify FIDELITY immediately of any such circumstances.

3.9. The Client shall allow FIDELITY to inspect the premises at any time to enable FIDELITY to perform the services.

3.10. The service shall be performed in respect of premises occupied by the Client and the Client's assets only, and shall not extend to any premises occupied by third parties, or the assets of third parties, unless FIDELITY has agreed thereto in writing. If the Client allows a third party to occupy the premises, or store any property on them, the Client shall indemnify FIDELITY against any claims made by such third party.

#### 4. PAYMENT AND FEE INCREASES

4.1. The Client shall pay the service fees as set out in Annexure A (the Service Schedule) and all amounts due by the Client within 7 (seven) calendar days of the date of invoice, provided that LRA / FIDELITY invoices the Client before the 1<sup>st</sup> of the month in which the services are to be rendered, without deduction, and payments shall not be withheld or deferred on account of any claim, counter-claim or set-off.

4.2. The Client's failure to pay amounts on due date or any other breach by the Customer of its obligations hereunder shall entitle LRA / FIDELITY to terminate the service without prejudice to any claim, whether for arrear payments or damages or both, and to recover interest on the arrear payments. Such interest will be calculated at the rate of 2% (two per centum) per annum higher than the ruling prime rate of interest charged from time to time by LRA's / FIDELITY's bankers on overdraft facilities, and shall be compounded monthly from the due date of payment until payment is made in full.

4.3. Should it become necessary for LRA / FIDELITY to instruct its attorneys or collection agent as a result of any breach by the Client of its obligations in terms of this clause, the Client shall pay all collection fees on sums recovered, and all legal and other costs incurred by LRA / FIDELITY on the attorney and client scale.

4.4. It is recorded that LRA / FIDELITY reserves the right to increase its service fees as recorded in paragraph 4.1 above each year by giving the Client 30 days written notice of such increase. Should the Client be unwilling to pay such increased fees, and failing agreement between the parties, LRA / FIDELITY may terminate the agreement subject to giving the Client 30 days written notice of termination.

4.5. Should the statutory minimum wage and/or benefits payable to FIDELITY employees, or any ancillary employment cost beyond the reasonable control of LRA / FIDELITY in connection with the service, be increased during the currency of the agreement, LRA / FIDELITY shall be entitled to increase its charges to the Client accordingly, effective on commencement date of such statutory or employment cost increase. Any such increase shall not entitle the Client to cancel the agreement.

4.6. Should the price of motor fuel be increased during the period of the agreement, FIDELITY shall be entitled to increase its charges to the Client accordingly. Such increases shall take effect from the date of such statutory increase. Any such increase shall not entitle the Client to cancel the agreement.

4.7. Upon request of the Client, LRA / FIDELITY shall provide evidence of the increase in wages or price of motor fuel in the form of a certificate signed by its external auditors.

4.8. FIDELITY may be subject to costs peculiar to the guarding industry not adequately reflected in the provisions of clauses 4.5. and 4.6. In the event of such costs being incurred by FIDELITY in excess of the provisions of clauses 4.5 and 4.6, and provided that FIDELITY

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	is able to supply proof thereof in terms of clause 4.7, the Client shall pay such additional costs.	6.3.2	obtain an order against such defaulting party for specific performance, with or without claiming damages.
		6.3.3	recover any costs incurred by it on the attorney and own Client scale.
<b>5</b>	<b>LIMITATION OF LIABILITY AND INSURANCE</b>	<b>7</b>	<b>WHOLE AGREEMENT</b>
5.1	LRA / FIDELITY gives no guarantee that its personnel will be able to prevent or minimise loss, damage or injury to the Client.	7.1	The main agreement and the Schedules attached thereto contains all the terms and conditions of the agreement between the parties and the parties acknowledge that no amendment, addition or consensual cancellation will be of any force or effect unless reduced to writing and signed by the parties.
5.2	The services as set out in this agreement shall be provided at the Client's risk and LRA / FIDELITY shall not be liable to the Client for any loss or damage of whatsoever nature suffered by the Client as a result of the performance by FIDELITY of the service, save where such loss or damage is as a direct result of the gross negligence of FIDELITY or its employees, performing the service, in the course and scope of employment. Under no circumstances shall FIDELITY be liable for consequential loss or damages. In all instances, FIDELITY'S liability shall be limited to an amount of R100 000 (one hundred thousand Rand) per event, with an aggregate of R500 000 (five hundred thousand Rand) any one year.	7.2	The parties agree that no representation, warranties, undertakings, promises or the like of whatsoever nature, whether oral or written, not set out in this agreement or the Schedule attached thereto shall be of any force or effect.
5.3	FIDELITY accepts no liability for any loss or damage whatsoever which arises out of or in connection with any of the following occurrences, namely:	7.3	Neither party shall be entitled to cede, assign or transfer this agreement or any part thereof to any third party, without the written consent of the other, which consent shall not be unreasonably withheld.
5.3.1	any circumstances beyond the reasonable control of FIDELITY.	<b>8</b>	<b>JURISDICTION</b>
5.3.2	a criminal act or dishonesty on the part of the Client or any of its employees.		Either party shall be entitled to institute proceedings arising here from in any Magistrates Court having jurisdiction notwithstanding that the amount of the claim may exceed the jurisdiction of the Court.
5.3.3	directly or indirectly as a result of any act or omission by the Client, its employees or agents, or any breach by the Client of any of these terms and conditions or any other measures laid down from time to time by FIDELITY and agreed to by the Client.	<b>9</b>	<b>FORCE MAJEURE</b>
5.4	The Client undertakes to inform LRA / FIDELITY in writing within 24 (twenty four) hours of discovery of a loss, and shall make available to LRA / FIDELITY any records or other evidence, which may assist LRA / FIDELITY in the investigation of such loss and shall allow LRA / FIDELITY to take statements from its employees and agents.	9.1	Delay or failure to comply with or breach of any of the terms and conditions of this agreement if occasioned by or resulting from any circumstances beyond the reasonable control of the party so failing, will not be deemed to be a breach of this agreement nor will it subject either party to any liability to the other.
5.5	In no case whatsoever shall FIDELITY be liable to pay any claim for any loss or damage after the expiry of 6 (six) months from the happening of the loss or damage, unless summons has been issued and served on FIDELITY within that period. In addition, FIDELITY shall not be liable for any loss or damage if any service fees due on the date of the event, giving rise to the claim were unpaid at that date.	9.2	Should either party be prevented from carrying out its contractual obligations by force majeure lasting continuously for a period of 7 (seven) days, the parties will consult with each other regarding the future implementation of the agreement. If no mutually acceptable arrangement is arrived at within a period of 30 (thirty) days thereafter, either party will be entitled to terminate this agreement forthwith on written notice.
<b>6</b>	<b>BREACH</b>	<b>10</b>	<b>GOVERNING LAW</b>
6.1	Should either party breach or otherwise be in default of any of its obligations under or in terms of this agreement, such breach shall be reported to the defaulting party in writing within 24 (twenty four) hours of the alleged default.		This agreement shall be governed and interpreted in accordance with the laws of the Republic of South Africa.
6.2	Such notice shall set out the details of the alleged default and shall be delivered by hand to a nominated member of management at the domicilium citandi et executandi of the defaulting party.	<b>11</b>	<b>NOTICES AND DOMICILIUM CITANDI ET EXECUTANDI</b>
6.3	Should the defaulting party fail to remedy such breach within 14 (fourteen) days of receipt of written notice calling upon it to do so, the other party would be entitled, but not obliged, in addition to any other rights which it may have or remedies which may be available to it, to:	11.1	The parties choose as their domicilium the addresses as set out in the main agreement.
6.3.1	cancel this agreement forthwith, with or without claiming damages.	11.2	All notices required to be given or delivered to the parties in terms of this agreement shall be delivered to the parties by email.
		11.3	All notices or communications shall be deemed to have been received:
		11.3.1	within 24 (twenty four) hours of emailing such document, provided that an email confirmation note has been maintained.
		11.4	Each party shall be entitled to change its domicilium on written notice to that effect being given to the other party.

**INITIAL HERE:**



**ANNEXURE C**

**CONTRACT NUMBER:** \_\_\_\_\_

**DEBIT ORDER INSTRUCTION**

To: LONEHILL RESIDENTS ASSOCIATION

Account Name : \_\_\_\_\_ Name of Bank : \_\_\_\_\_

Branch Name : \_\_\_\_\_ Branch Number : \_\_\_\_\_

Account Number : \_\_\_\_\_

I hereby authorise you to draw against my current account with the above bank the sum of R \_\_\_\_\_, or such other amount as necessary for the monthly instalment due in respect of the Service Schedule, on the first day of each and every month.

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.

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.

Bank charges in connection with this transaction will be paid by THE LONEHILL RESIDENTS ASSOCIATION.

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.

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

Signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

\_\_\_\_\_  
Signature (s)

\_\_\_\_\_  
Name (printed)

**INITIAL HERE:**

## **ANNEXURE D**

### **PROTECTION OF PERSONAL INFORMATION**

#### **1 DEFINITION**

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 co-ordinated 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.

INITIAL HERE: