



CONTRACT FOR THE PROVISION OF EMERGENCY MEDICAL RESPONSE SERVICES

CONTRACT NUMBER _____

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

SPECIALISED LOGISTICAL ASSISTANCE EMS (PTY) Ltd
Registration Number: 2013/076881/07
(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", "C" and "B" 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*. This is an address for service of any legal process.

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WHEREAS the Client wishes to procure that the Administrator secures the services of the Contractor to provide emergency medical response services ("the services");

AND WHEREAS The Parties have agreed to provide such services, subject to the terms and conditions set out below and 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** annexures to this Agreement shall be deemed to have been incorporated herein and shall form an integral part hereof;
- 1.2** 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 and any number of days prescribed shall be determined by excluding the first and excluding the last day;
- 1.3** references to months or years shall be construed as calendar months or years; and
- 1.4** Unless specifically otherwise provided, all amounts in this Agreement are inclusive of Value Added Tax.

2. Term of contract and Services required

2.1 This contract shall commence on the date as noted in Annexure "A" and shall remain in effect for the period stated in Annexure "A" and will then be automatically renewable monthly, with a one calendar month's notice of termination by any party.

2.2 Provision of Emergency Medical Response Services.

The Contractor shall provide emergency medical response services to The Client including the supplying of qualified and registered Advanced Life Support Paramedics for medical emergencies and the provision of medical response vehicles.

2.3. Provision of the Services.

The Contractor shall provide a 24 hour / 7 days a week Emergency Medical Service to The Client by providing a Primary Response Vehicle equipped and manned by an Advanced Life Support Paramedics. One primary mobile number will be provided with an alternative number on a different mobile network for the use and benefit of The Client in cases of emergency.

The Contractor would provide the services to The Client and would furthermore use any one of The Contractor's approved ambulance services to transport The Client to the nearest appropriate facility and ensure the handover on scene. **Any transportation cost will be billed to the patient's medical aid or privately to the patient or responsible persons.**

The Contractor will use its best endeavours to transport the Client to the a medical facility of their choice, however, this will be within the sole and absolute discretion of The Contractor and The Client acknowledges that s/he may be taken to another medical facility.

The services will be provided and rendered to the The Client and any other person as is stipulated in Annexure "A" to this agreement.

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 and payable on the 1st of each month, either via

electronic funds transfer or debit order, as is provided for in Annexure "B" to this agreement.

3.2 The Administrator will notify The Client, in writing, not less than 30 (thirty) days prior to any increase in fees coming into effect for any reason whatsoever.

3.3. The Client shall not be entitled for any reason to defer or withhold or refuse all or part payment of monies due to The Administrator, in terms of this agreement

4. Obligations concerning emergency medical response services.

4.1. With effect from the commencement date of this agreement, The Client shall nominate one or more persons as the persons responsible for herself / himself 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 such responsible persons, immediately update this information with any changes.

4.2. In the event of alleged failure of the personnel of The Contractor to comply with the terms of this Agreement, 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.

4.3. The Client agrees and undertakes to co-operate fully with and to give all reasonable assistance to The Administrator to enable any claim, lawsuit, case or demand which may be threatened, made or brought against The Contractor arising out of this Agreement by The Client and/or any third party, to be investigated.

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 5.2. below.

5.2. The Parties hereby consent to the jurisdiction of the relevant Magistrate's Court having jurisdiction to hear any matter 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. Notwithstanding this consent, the parties are entitled to proceed with any dispute in the relevant High Court of the Republic of South Africa having jurisdiction to hear any dispute arising from this Agreement.

5.3 Either parties will have the right to terminate the contract by giving at least **30 days' notice in writing** to the other party. Notice of termination is to be submitted to the Lonehill Residents Association by either e-mail or registered letter.

5.4 Either party may terminate this contract by written notice to the other at any time if that other party:

- (a) commits a breach of this contract and, in the case of a breach capable of remedy, he fails to remedy the breach within 14 days of being required to do so in writing;
- or
- (b) becomes insolvent, or has a liquidator, receiver, manager or administrative receiver appointed

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6. Indemnity

The Client hereby irrevocably indemnifies **The Administrator**, their directors, employees and personnel against any claim whatsoever and howsoever arising which may be made against any one or more or all of them, arising out of all and any services which are provided to **The Client** by **The Contractor** in terms of this Agreement.

7. Domicilium citandi et executandi

The respective parties to this Agreement choose their Domicilium Citandi et Executandi address as follows:-

7.1. **The Client** chooses as its domicilium citandi et executandi the following address:

7.2. **The Contractor** chooses as its domicilium citandi et executandi the following address:

**633 Gateside Avenue
Dainfern Golf Estate
Fourways Johannesburg
Gauteng
South Africa**

7.3. **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. General

8.1. 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.

- 8.2. 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.
- 8.3. This agreement constitutes the whole agreement between the parties relating to the subject matter hereof.
- 8.4. No amendment or consensual cancellation of this agreement or any provision or term thereof 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 shall be binding unless recorded in a written document signed by the parties.
- 8.5. No party shall be bound by any express or implied term, representation, warranty, promise or the like not recorded herein.
- 8.6. This Agreement shall be governed in all aspects by the Laws of the Republic of South Africa.
- 8.7. 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.

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

CONTRACT NUMBER: _____ COMMENCEMENT DATE: _____

LONEHILL EMERGENCY MEDICAL RESPONSE SERVICE SCHEDULE – MONTHLY CONTRACT				
Category	People per location	Cost per month	VAT	TOTAL
Residential	1 - 10	R 89.25	R 13.39	R 102.64
Business Level 1	1 – 25	R 157.50	R 23.63	R 181.13
Business Level 2	26 – 50	R 262.50	R 39.38	R 301.88
Business Level 3	51 +	R 1 522.50	R 228.38	R 1 750.88
Schools	Per child	R 11.55	R 1.73	R 13.28

TOTAL MONTHLY COST INCL. VAT	R
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PERSONS TO WHOM THIS SERVICE IS TO BE RENDERED:

PHYSICAL ADDRESS:

POSTAL ADDRESS: _____

CELL (1): _____ CELL (2): _____

TEL (H): _____ TEL (W): _____

EMAIL: _____

ALTERNATIVE CONTACT PERSON: _____

CELL: _____ TEL (H): _____ TEL (W): _____

EMAIL: _____

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ANNEXURE B

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 attached hereto as Annexure "A", 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 ("the LRA").

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)

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ANNEXURE C

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 know 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.

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