



Radio Transmitter Number

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

**MONITORING & RESPONSE MASTER SERVICE AGREEMENT**

**Entered into between**

**DDL Security Services (Pty) Ltd T/A 24/7 Security Services (Pty) Limited**  
**Registration Number 2004 / 004622 / 07**  
(Hereinafter referred to as "The COMPANY")

**Duly represented herein by:**

\_\_\_\_\_  
*(Full names)*  
*(Who warrants his/her authority)*

**And**

\_\_\_\_\_  
*(Full legal name / COMPANY Name)*  
*(Hereinafter referred to as "The CUSTOMER")*

**Duly represented herein by:**

\_\_\_\_\_  
*(Full names)*  
*(Who warrants his/her authority)*

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# MONITORING & RESPONSE AGREEMENT



## Schedule A

Client Acc. No.		Quotation No:	N/A	Consultant		SAIDSA Certificate no:	NA			
<b>PART A: CUSTOMER DETAILS</b>										
CUSTOMER / Business Name										
Owner / Representative Full Names										
ID of CUSTOMER / Owner / duly authorised person										
COMPANY Reg no		COMPANY VAT reg no								
<b>PART B: ALARM LOCATION ADDRESS</b>										
Building / House / Unit number										
Street name										
Suburb				Town / City						
<b>Type of premises</b>	Residential		Commercial (small)		Commercial (medium)		Commercial (large)		Industrial	
Trading Name on Shop Front										
<b>PART C: SIGNAL AND TRANSMITTER INFORMATION</b>										
Type of TRANSMITTER(s) to be installed	Radio Transmitter		GSM (GPRS)		Other					
Quantity of radio's installed		Annual License fee			R 300.00					
<b>PART D: REACTION INFORMATION</b>										
<b>Special monitoring &amp; reaction instructions:</b>										
<p><b>Disclaimer</b> In the event that no specific instructions are provided to the COMPANY in this section, then the COMPANY's standard terms, conditions and indemnity will apply. It is imperative that if you have any specific requirements for example that no one is to enter the premises, including the South African Police Services without identification, then such requirements must be included in this specific section, and will be subject to the acceptance and approval of the Company.</p>										
<b>Instructions:</b>										
<b>Access onto property:</b>	Keypad		Master lock		Other					
<b>PART E: CUSTOMER AND KEY HOLDER CONTACT DETAILS</b>										
Premises Phone				E-mail address						
Contact name & surname				Contact Number/s		SMS	YES	NO		
Key holder 1 name & surname				Contact Number/s		SMS	YES	NO		
Key holder 2 name & surname				Contact Number/s		SMS	YES	NO		
<b>PART F: PASSWORDS</b>										
Normal Password				Duress Password						

THE COMPANY is duly registered with the Private Security Industry Regulatory Authority with registration number 1142851

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## TERMS AND CONDITIONS (Incorporating Schedule, A)

Entered into and between:

DDL SECURITY SERVICES (PTY) LIMITED trading under the name and style of 24/7 SECURITY, a private company duly incorporated in accordance with the Company Laws of The Republic of South Africa, having its principal place of business at: NO 8 PHILO ROAD, WYNBERG, SANDTON, 2090 (*hereinafter referred to as "THE COMPANY"*);

And the "**CUSTOMER**" as defined in Part A of Schedule A hereto.

The parties hereby agree that:

### 1. DEFINITIONS

- 1.1 The "**Parties**" are as set out in this Agreement including the annexures.
- 1.2 Headings are for reference purposes and do not contribute to the meaning of the contents thereof.
- 1.3 Reference to one gender will include the other.
- 1.4 Reference to the singular or plural of one word will include the other.
- 1.5 The "**Initial period**" shall mean the contract period as set out in the schedule.
- 1.6 "**Link-up**" shall mean the installation and connection of a TRANSMITTER by the COMPANY to an already existing or installed alarm system of the CUSTOMER if applicable.
- 1.7 "**Take-over**" shall mean the instance where the TRANSMITTER of THE COMPANY has already been installed in the PREMISES prior to the existence of the Agreement for the purposes of monitoring a previous CUSTOMER.
- 1.8 "**Upgrade**" shall mean the upgrade of the existing ALARM SYSTEM of the CUSTOMER, if marked in Part G of Schedule A.
- 1.9 "**New**" shall mean the installation of a completely new ALARM SYSTEM, as set out in the schedule.
- 1.10 TRANSMITTER is defined in clause 2 hereto.
- 1.11 "**SAIDSA**" means the South African Intruder Detection Services Association
- 1.12 "**Alarm**" or "**Alarm system**" shall mean an electronic intruder detection system capable of causing the TRANSMITTER to communicate with a central station.
- 1.13 "**Emergency signal**" shall mean burglary/alarm and/or panic signals.

### SECTION A: INSTALLATION

#### 2. TRANSMITTER

The COMPANY undertakes to install approved signalling equipment ("the TRANSMITTER") for the monitoring of the ALARM SYSTEM (installed at the premises described in the schedule), from the control room of the COMPANY or the COMPANY's sub-contractor. Signalling equipment shall mean such equipment as defined and prescribed in terms of the generally accepted practices of SAIDSA, as applicable from time to time.

#### 3. ALARM SYSTEM

Where the COMPANY has installed the ALARM SYSTEM, it will consist of components set out in the quotation to the CUSTOMER, which quotation forms part of this Agreement, and is hereby incorporated into this agreement. The CUSTOMER confirms by their signature of this Agreement that they have accepted the quotation or estimate provided to the CUSTOMER. The CUSTOMER confirms that they are satisfied with the ALARM SYSTEM as set out in the quotation being appropriate to the CUSTOMER's needs and requirements.

#### 4. INSTALLATION COST

The cost for the installation of the TRANSMITTER (link-up fee as set out in Part C of Schedule A) and/or the ALARM SYSTEM (where purchased from THE COMPANY) is in the amount as set out in the quotation, and is payable on acceptance of the quotation, which amount shall be payable over and above any fees owing to THE COMPANY in terms of this agreement.

#### 5. INSTALLATION (GENERAL)

- 5.1 THE COMPANY will start as soon as possible with the installation of the TRANSMITTER and/or ALARM SYSTEM with all due care after expiry of the cooling-off period as provided for in the Consumer Protection Act 68 of 2008 (hereinafter referred to as the "CPA"). The CUSTOMER shall afford THE COMPANY every assistance to complete the installation and will not interfere with the installers in the performance of their duties. The CUSTOMER further agrees to accept sole responsibility for any damages to the PREMISES caused by the installation of the TRANSMITTER and/or ALARM SYSTEM and/or the warning boards.
- 5.2 The CUSTOMER agrees that where he/she owns an existing ALARM SYSTEM, prior to entering into this agreement, in or on the PREMISES, the TRANSMITTER installed shall be connected to such ALARM SYSTEM ("Link-up"). If such ALARM SYSTEM is found to be faulty or transmits false signals, THE COMPANY shall provide the CUSTOMER with a quotation for the repair of such ALARM SYSTEM. Any unforeseen delays in the start of the installation, or repairs to an existing faulty ALARM SYSTEM will not give reason for cancellation of this agreement. It is the CUSTOMERS' responsibility to provide THE COMPANY with the correct installer code of the existing ALARM SYSTEM in order to install the TRANSMITTER. In the absence of the correct installer code, THE COMPANY will attempt to default the alarm panel and re-program same, at the expense of the CUSTOMER.
- 5.3 In the event that the TRANSMITTER is connected to an existing ALARM SYSTEM the COMPANY does not warrant that the existing ALARM SYSTEM is compliant with applicable regulations and norms or that it is suitable for the CUSTOMER's purposes or requirements. It is not the responsibility of the COMPANY to ensure the existing ALARM SYSTEM has been installed in accordance with SAIDSA practices or any other industry standard and the CUSTOMER accepts full responsibility for such installation and undertakes to ensure that the alarm is installed according to SAIDSA general practice and shall, upon demand provide the COMPANY with the written certificate confirming this from an accredited SAIDSA installer.

#### 6. MAINTENANCE AND GUARANTEE

- 6.1 The COMPANY agrees to maintain and service the TRANSMITTER for the duration of this Agreement, where renewed if necessary, and at its expense. The COMPANY undertakes no responsibility whatsoever for the maintenance and/or repair of any ALARM SYSTEM or any other component that makes up the ALARM SYSTEM or TRANSMITTER if not installed by the COMPANY. Upon request by the CUSTOMER, the COMPANY will provide a quotation and proceed with repairs to such an ALARM SYSTEM on the acceptance of the quotation by the CUSTOMER. The CUSTOMER shall not withhold any payment payable to the COMPANY in respect of this Agreement due to the non-performance of the ALARM SYSTEM. It is specifically agreed that it is the responsibility of the CUSTOMER to test the ALARM SYSTEM at least once a month and to ensure that all detection devices connected to the ALARM SYSTEM provide adequate protection as required by the CUSTOMER and/or his insurer from time to time. The COMPANY shall not be liable for any claim of whatsoever nature and howsoever arising, if based upon a faulty transmitter or alarm not installed and/or maintained by the COMPANY.
- 6.2 THE COMPANY agrees to maintain the ALARM SYSTEM purchased from THE COMPANY for the duration of the guarantee period from date of installation. Should any third party in any way interfere with, connect additional components or effect repairs to the ALARM SYSTEM during the guarantee period, the guarantee will immediately become null and void.
- 6.3 Should the TRANSMITTER or ALARM SYSTEM, during the guarantee period, fail to operate for any reason upon notice by the CUSTOMER thereof, the COMPANY will attempt to commence repairs thereto as soon as reasonably possible. If the COMPANY fails to do so, the CUSTOMER shall not be entitled to any claim for damages or reduction of fees against the COMPANY, nor shall the CUSTOMER have the right to cancel this Agreement or to withhold payment of any fees by reason thereof. In the event that the TRANSMITTER or ALARM SYSTEM fails to operate due to the fault or negligence of the CUSTOMER, its agents, servants or any other third party, fire, theft, lightning, a power surge or due to malicious or accidental damage the cost of such repairs/replacements shall be borne and paid by the CUSTOMER and are excluded from any guarantee. It is therefore the responsibility of the CUSTOMER to maintain adequate insurance both in respect of the TRANSMITTER and the ALARM SYSTEM and for any damage that may result to the premises or its contents as a result of a failure of the ALARM SYSTEM or TRANSMITTER, irrespective of whether the TRANSMITTER or ALARM SYSTEM was supplied by the COMPANY and installed by the COMPANY.
- 6.4 THE COMPANY shall always be entitled to remove any part of the TRANSMITTER or ALARM SYSTEM from the PREMISES in order to affect any necessary repairs which cannot be affected on the PREMISES.
- 6.5 The CUSTOMER is hereby informed and advised to upgrade the alarm system at least once every five (5) years from date of installation, and to replace the battery at least once every two (2) years, should there be no need or reason to do so within a shorter period. It is the CUSTOMER'S sole responsibility to call on THE COMPANY to inspect and determine the need for an upgrade.

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- 6.6 In particular it is specifically hereby agreed that should the CUSTOMER call upon the COMPANY to affect any repairs to the ALARM SYSTEM and/or the TRANSMITTER or both, and where such repairs are not covered by any guarantee in terms of this Agreement or elsewhere, the CUSTOMER pre-authorizes the cost of such a call out which shall be equal to the COMPANY's normal or reasonable amount as charged from time to time. The call out fee does not include any cost for material or labour consequent upon such a call out.
- 7. OWNERSHIP OF TRANSMITTER**  
The TRANSMITTER, except for a digital communicator, will at all times remain the property of THE COMPANY and shall not by reason of attachment or connection to any fixed property become or be deemed to be a fixture to such property and shall at all times be separable, and shall be free from any claim or right of the CUSTOMER except as set out herein. Upon termination of this agreement, or any extension hereof, for any reason, THE COMPANY will have the right to remove the TRANSMITTER from the PREMISES and the CUSTOMER undertakes to allow the employees/sub-contractors of THE COMPANY reasonable access and egress in and from such PREMISES for the said purpose. The CUSTOMER undertakes to notify the landlord of the PREMISES at which the TRANSMITTER is to be installed, immediately of the name and address of THE COMPANY and to further notify such landlord in writing of the terms of this agreement providing for the retention of ownership of the TRANSMITTER by THE COMPANY.
- 8. RISK IN POSSESSION**  
Notwithstanding the retention of ownership by THE COMPANY of the TRANSMITTER, the risk in possession of the TRANSMITTER shall pass to the CUSTOMER on the installation thereof in the PREMISES. The CUSTOMER agrees to assume full responsibility for any risk arising out of the possession and the use of the TRANSMITTER and accepts liability to make good to THE COMPANY the market value, being the agreed value of the TRANSMITTER as set out in Part C of Schedule A, at the time of and in the event of the same being destroyed or damaged by fire, lightning, burglary, storm, tempest, flood or any act of God, pests, rodents, riots, civil commotion, or caused by any person not in the employment of or acting on the instructions of THE COMPANY working on or tampering with any part of the ALARM SYSTEM or TRANSMITTER or through any cause other than through the fault or negligence of THE COMPANY, its employees or agents.
- 9. REMOVAL OF AND ALTERATION TO INSTALLATION**  
The CUSTOMER shall not be entitled to move or remove the TRANSMITTER and/or the ALARM SYSTEM from its location as installed by the COMPANY and shall not be permitted to make any alterations thereto. Only the COMPANY shall affect repairs to or move the ALARM SYSTEM and/or TRANSMITTER and any unauthorised repairs to the ALARM SYSTEM and/or TRANSMITTER shall void any warranty. Any alterations to or removal of the alarm or transmitter shall be for the expense of the CUSTOMER and shall be charged at the COMPANY's normal and reasonable rates.
- 10. ELECTRICAL CURRENT AND COMMUNICATION COSTS**  
THE CUSTOMER shall be responsible at all times during the existence of this Agreement, to ensure that the phone line is in proper working order and capable of transmitting calls or alarm signals.
- 11. INSPECTION**  
THE COMPANY will have the right at all reasonable times, with prior arrangement with the CUSTOMER, to enter the PREMISES for the purpose of inspecting the ALARM SYSTEM and/or TRANSMITTER.

#### **SECTION B: MONITORING SERVICE**

- 12. SERVICE**
- 12.1 THE COMPANY, either itself or by an approved sub-contractors will monitor signals from the TRANSMITTER installed on the PREMISES linked to the ALARM SYSTEM of the CUSTOMER.
- 12.2 THE COMPANY will on receipt of a signal act in accordance with the COMPANY's standard procedures, which procedures are available on the COMPANY's website unless any other term or condition is agreed upon, in writing, by the COMPANY and contained in the Annexure to this Agreement.
- 12.3 THE COMPANY will only be obliged to attempt to communicate with the CUSTOMER or key holder(s) by telephone and/or SMS at the telephone numbers furnished by the CUSTOMER in respect of signals received. It will not be expected of THE COMPANY to take any other steps to communicate with the CUSTOMER or key holders.
- 12.4 It is only expected of THE COMPANY to act on signals other than emergency signals, by attempting to communicate such signals to the CUSTOMER via SMS or telephone.
- 12.5 It is understood by the CUSTOMER that in the event of a storm and/or area power failure that it may occur in certain circumstances that signals are not received by THE COMPANY due to excessive traffic on the radio frequency and base stations used for communication between the TRANSMITTER and the control centre of THE COMPANY.
- 12.6 In the event that the CUSTOMER requires the monitoring of signals other than emergency signals, such signals will only be monitored by the installation of a secondary TRANSMITTER for the sole purpose of this monitoring facility.
- 12.7 Where the receipt of a signal by the COMPANY is dependent upon any third-party provider, the CUSTOMER acknowledges that the COMPANY has no control over such service provider and accordingly indemnifies the COMPANY against the consequences of any failure by the COMPANY to receive and/or act upon a signal from the TRANSMITTER or ALARM SYSTEM and indemnifies the COMPANY harmless for any consequences flowing therefrom.
- 13. FALSE ALARMS/SIGNALS**  
Notwithstanding anything herein contained, in the event of THE COMPANY or its agent attending at the PREMISES where the TRANSMITTER is situated as a result of the same having been activated by any act or omission of the CUSTOMER, his servants, CUSTOMERS, invitees or agents, or any other person lawfully upon the PREMISES, or in the event of the TRANSMITTER having been activated as a result of any neglect on the part of the CUSTOMER or any of the above said persons, the CUSTOMER will pay to THE COMPANY a reasonable fee for so attending at the PREMISES as set out in clause 15.5.
- 14. KEYHOLDERS**  
THE CUSTOMER will at all times keep THE COMPANY notified in writing of the name, and contact numbers of one (1) or more person(s)(key holders) with whom THE COMPANY may communicate in regard to the TRANSMITTER, its operation and the PREMISES in which it is installed.

#### **SECTION C: REACTION SERVICE**

- 15. SERVICE**
- 15.1 On receipt of an emergency signal and/or call and if no satisfactory explanation is given telephonically or by any other electronic means of communication from the CUSTOMER, the COMPANY will immediately, either itself or by way of an approved sub-contractor, contact a reaction officer who will proceed as quickly as operational circumstances may permit to the PREMISES, the purpose being minimizing the actual loss, injury or damage suffered by the CUSTOMER, his family, property or assets through the prompt reaction to the PREMISES, and offer every reasonable assistance in the handling of the situation.
- 15.2 It is specifically agreed that THE COMPANY cannot guarantee a specific response time.
- 15.3 The reaction service provides for attendance on a twenty-four (24) hour basis to the PREMISES from which a signal is received.
- 15.4 It is accepted that the reaction vehicles of THE COMPANY and/or its sub-contractors are not classified as emergency vehicles and therefore it will not be expected of THE COMPANY and/or its sub-contractors to be involved in high-speed traffic pursuits or the violation of any traffic regulations.
- 15.5 Subject to the specific request of the CUSTOMER and provided that a safe means of access is given by and at the expense of the CUSTOMER, the reaction officer will carry out inspections at the PREMISES in terms of which the reaction officer will enter the grounds of the PREMISES and inspect the perimeter of the dwelling and outbuildings. The number of reaction visits or calls required by the CUSTOMER will not be limited per month provided same shall not be abused by the CUSTOMER, either by accidental and/or false alarms due to the negligence of the CUSTOMER, a defective ALARM SYSTEM or otherwise. THE COMPANY, in the instance where the CUSTOMER fails and/or refuses to remove the cause of false or accidental alarm activations, reserves the right to charge the CUSTOMER an additional fee equal to twenty percent (20%) of the total monthly fee for each individual call or to suspend or cancel the reaction service until such time as the CUSTOMER has rectified the reason for such false or accidental alarms. The CUSTOMER will be allowed not more than 3 (three) false or accidental alarm activations per month.
- 15.6 Should the reaction officer detect any visible damage or disturbance of the security of the Premises, and in the CUSTOMER's absence, the control room will notify the CUSTOMER and/or key holder(s). The COMPANY will also, at the risk and expense of the CUSTOMER take such steps at its sole discretion and as the circumstances permit to attempt to ensure the security of the Premises, until the arrival of the CUSTOMER, its key holder or any other person so instructed by the CUSTOMER. Should it be necessary, at the sole discretion of the COMPANY, to post a guard at the premises, then this shall be debited to the CUSTOMER's monthly account and shall be debited in accordance with the COMPANY's normal and reasonable fees for the provision of such guard. The placement of a guard will be at the COMPANY's discretion and shall be subject to availability of guards.

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- 15.7 It is the responsibility of the CUSTOMER to attend to the PREMISES and secure the PREMISES after any activation.
- 15.8 In the event that the CUSTOMER/key holder called upon does not attend the PREMISES within (20) twenty minutes from the time the alarm was activated, there is no obligation on THE COMPANY to secure the premises, but THE COMPANY will attempt to arrange the placement of a guard on request of the CUSTOMER. The CUSTOMER will bear the expense of such a guard.
- 15.9 There will be no responsibility on THE COMPANY in terms of this agreement or otherwise to assist the CUSTOMER and/or his agents and/or his servants, and/or any other person on the PREMISES in respect of any situation caused from and arising out of domestic violence or drunken disorderly conduct, however THE COMPANY will at its own discretion inform and request the South African Police Service to attend at the PREMISES.
- 16. ABSENCE OF CUSTOMERS FROM PREMISES**  
 In the event of the CUSTOMER leaving the Premises for any period exceeding 48 hours, whether on holiday or for any other reason, and the Premises are unoccupied, the CUSTOMER shall notify the COMPANY of such absence. The CUSTOMER undertakes that during his absence as aforesaid, no domestic pet at the Premises will be in a position to activate the ALARM SYSTEM. On request of the CUSTOMER, the COMPANY may conduct a Premises check, during such absence, which service will be charged separately from the fee herein contained for each and every holiday check so attended, which amount is payable in advance.

**SECTION D: GENERAL**

- 17. DURATION OF AGREEMENT**  
 It is specifically agreed that the duration of this Agreement will be on a month-to-month basis with a calendar months' notice period in writing
- 18. ANNUAL FEE PAYABLE**  
 The CUSTOMER shall be liable for an annual radio and network administration fee as levied by the COMPANY from time to time, payable annually in advance over and above any monthly subscription fee.
- 19. LIMITATION OF LIABILITY**  
 19.1 The CUSTOMER acknowledges that the COMPANY and/or its sub-contractors, agents or assigns, shall not be liable to the CUSTOMER or to any other third party for any loss arising out of failure by the COMPANY to respond timeously or at all, to any signal or alarm activation provided for in this Agreement.  
 19.2 The CUSTOMER undertakes to maintain its own insurance for both the Premises and the Premises content and this Agreement and the provision of services in terms of this Agreement does not constitute a substitute or indemnity for the CUSTOMER's own insurance.  
 19.3 The COMPANY shall not be liable for any injury or damages to the CUSTOMER, its agents, employees, assigns or any third party, consequent upon the provision of services as set out in this Agreement.  
 19.4 The COMPANY shall not be liable for any loss or damages sustained by the CUSTOMER or any third party, arising out of any breach of this Agreement or any act or omission or act of negligence by the COMPANY or sub-contractors and the CUSTOMER indemnifies and holds harmless the COMPANY and its agents and employees in terms of this Agreement.
- 20. CESSION AND SUBSTITUTION**  
 All the terms and conditions hereof will be binding and endure for the benefit of the successors of the relative parties, but the interest of the CUSTOMER will be transferable only with the written consent of THE COMPANY first hand and obtained. THE COMPANY may at any time without notice, cede, assign or make over any of its rights or obligations under this agreement to any third party, but the CUSTOMER will not cede, assign or make over its rights and obligations hereunder, or any part thereof, without the prior written consent of THE COMPANY.
- 21. WHOLE AGREEMENT**  
 This Agreement constitutes the entire Agreement between the Parties and no variation of this Agreement will be valid or binding unless reduced to writing and signed by both Parties in the same document. It is specifically agreed that any representations made by the employees of the COMPANY contrary to the conditions herein contained, prior to the signing of this Agreement, will not be binding on the Parties unless reduced to writing and included in this Agreement as part hereof, or as an addendum. This Agreement will commence and will only be in force and valid once signed and accepted by the COMPANY. Due to the nature of the service provided by the COMPANY, no employee, including the COMPANY's managers or directors shall be entitled to agree to any term that supplements, amends or varies this contract if such term was agreed to verbally. Any amendment to or change to this Agreement must be reduced to writing in an addendum, duly signed by either Parties, or such additional term or condition must be contained in the schedule attached to this Agreement.

<b>SIGNATURES &amp; ACKNOWLEDGEMENTS</b>			
<p><b>The terms and condition hereof form part of this Agreement, and the signatory acknowledges that he/she has read and understands these terms and conditions.</b> The person signing this Agreement acknowledges that they sign both in their representative capacity on behalf of the CUSTOMER and in their personal capacity. By your signature to this Agreement and this suretyship you undertake to be bound jointly and severally for and in favour of the COMPANY on behalf of the CUSTOMER. This means that you sign this document not only on behalf of the CUSTOMER but that you undertake to be personally liable in conjunction with the CUSTOMER for payment of the COMPANY's account.</p>			
<p>A complete copy of this agreement will be provided to the CUSTOMER on written request. This is a <b>fixed term service agreement</b>, in terms of Clause 17 hereto and <b>for a period as marked in Part H</b> above.</p>			
<b>THIS AGREEMENT SIGNED AT</b>		<b>ON DATE</b>	/ / 20
Signature of CUSTOMER	Signed by (full names of Customer)		
Signature obo THE COMPANY	Signed by (full names of company representative)		

<b>Sign</b>	
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