

ALARM MONITORING AGREEMENT



Between

CORTAC (Pty) Ltd

And

(“the Client”)

1. SPECIFICATIONS

1.1 NAME AND ADDRESS OF CONTRACTOR

CORTAC (PTY) LTD
1 River Street
Riviera
2041

2 CLIENT CONTACT DETAILS (USE BLOCK LETTERS)

2.1 CLIENT SURNAME / BUSINESS NAME:

2.2 CLIENT FIRST NAME:

2.3 CLIENT ID NUMBER / BUSINESS REGISTRATION NUMBER:

2.4 PHYSICAL ADDRESS: (ADDRESS TO BE COVERED BY THIS AGREEMENT)

2.5 POSTAL ADDRESS: (FOR BILLING PURPOSES)

2.6 E-MAIL: (FOR BILLING PURPOSES)

2.7 E-MAIL: (FOR SECURITY RELATED COMMUNICATION)

2.8 TEL. (H):

2.9 TEL. (W):

2.10 FAX:

2.11 CELL:

3 KEY HOLDER AND CONTACT PEOPLE DETAILS

3.1 KEYHOLDERS:

Name	Contact Number	ID Number	Cancel Code	Gate Code

Special Instructions for Reaction:

3.2 STAFF

Name	Contact Number	ID Number	Relationship	Day on premises/Live in?

3.3 VEHICLES ON PREMISES

Name	Contact Number	ID Number	Relationship	Day on premises/Live in?

4 OTHER SITE INFORMATION

4.1 DO YOU HAVE DOGS ON THE PREMISES? **Y / N.** IF YES, HOW MANY? _____

4.2 DO YOU HAVE GUARDS ON THE PREMISES? **Y / N.** IF YES,

Company	No. of Guards	Armed?	Contact No.

4.3 MEDICAL DETAILS

Medical Aid Name:	
Medical Aid Number:	
Doctor Name and Number:	

5 ALARM SYSTEM INFORMATION

Alarm System Make/Model	<input type="text"/>	Warranty	<input type="text"/> YES / NO	Period	<input type="text"/>	Installer Code	<input type="text"/> <small>Required for any extra work to be done</small>			
Number/Type of Keypads	<input type="text"/>	Additional Work/Notes								
Detectors	<input type="text"/> Indoor Type							<input type="text"/> No.	<input type="text"/> Outdoor Type	<input type="text"/> No.
Installer	<input type="text"/> Name							<input type="text"/> Contact No.		

6 COSTS

Initial Costs	Device installation, Setup, and License Fee	R _____ (i)	To be collected via the first debit order run	Install?	<input type="text"/> YES / NO
	Gate Keypad (if not present)	R _____ (ii)	To be collected via the first debit order run		
	Annual Transmitter License Fee	R _____ (iii)	To be collected via the first debit order run and then annually on the anniversary of the Contract, via the next debit order run		
	Amount to be added to first Debit Order	R _____ (i)+(ii)+(iii)			
Monthly	Monitoring and Response	R _____	Date of first debit order	<input type="text"/>	
<small>All rates incl VAT</small>	Contribution towards Proactive Patrols	R _____	PAID TO _____?	Confirmed?	<input type="text"/> YES / NO

7. SERVICES TO BE PROVIDED FOR THE PERIOD (“THE FIXED PERIOD”) COMMENCING

On _____ (“the commencement date”) and terminating

On _____, 24 months after the commencement date, subject to continuation as provided in section 6 of the terms and conditions.

8. EQUIPMENT TO BE PROVIDED

Radio transmitter and antenna

TERMS AND CONDITIONS

1 INTERPRETATIONS

- 1.1. In these terms and conditions, unless inconsistent with the context;
- 1.1.1 "the agreement" shall mean the Specifications and these terms and conditions which are attached to the Specifications.
- 1.1.2 "the fixed period" shall mean the period as set out in section 7 in the specifications
- 1.1.3 "CORTAC" means CORTAC (Pty) Ltd, and includes its agents, its employees and its subsidiaries.
- 1.1.4 "the specifications" shall mean the specifications to which these terms and conditions are annexed and shall include any subsequent additions, alterations and addendums to the specifications, duly signed by the parties to this agreement and initialed where appropriate.
- 1.1.5 "the contract price" shall mean the contract price referred to in clause 6 of the specifications.
- 1.1.6 "the premises" shall mean the property together with all the buildings thereon and the contents of such buildings described in clause 2.10 of specifications.
- 1.1.7 "month" shall mean the period commencing on the 1st day of any one month and terminating on the last day of the same month.
- 1.1.8 "services" means those as set out in 3 of the terms.
- 1.1.10 "equipment" means the equipment set out in clause 8 of the specifications.
- 1.1.11 "Initial costs" means the costs incurred for the supply and installation and setup of the alarm transmitter, as well as the gate keypad, if not already in place.
- 1.2. Words and phrases defined in the agreement of equipment / radio transmitter and antenna rental and/ or in the specifications to which these terms and conditions relate shall bear the corresponding meaning herein and vice versa.
- 1.3. Clause headings in this agreement are for reference purposes only and shall not be taken into account in the interpretation hereof.
- 1.4. Reference to any one gender shall be deemed also to impart the other gender and words imparting the singular shall be deemed also to impart the plural and vice versa.

2. OBLIGATIONS OF THE CLIENT

The Client undertakes:-

- 2.1. To ensure that the equipment is used with due skill and care, are kept in good working order and are housed under suitable conditions;
- 2.2. To not alter or modify the equipment or allow any alteration or modification in respect of the equipment;
- 2.3. To not allow the equipment to become subject to any lien, hypothec, pledge or any encumbrance or judicial attachment, nor let part of possession, nor abandon same, nor offer nor attempt to do any of the foregoing. Should the equipment become subject to any lien, hypothec, pledge or any other encumbrance, the Client will immediately procure the release thereof;
- 2.4. To ensure that the equipment is used only for the purpose of transmitting bona fide emergency signals to the CORTAC control centre;
- 2.5. To at all times eliminate nuisance alarms. The Client will be responsible for payment of additional costs incurred by CORTAC, at CORTAC's normal rate of R67.00 per activation after 10 alarm activations within a 24-hour period.
- 2.6. To be responsible to ensure that equipment is at all times operational, in particular when leaving the premises, or, after a lightning storm, to ensure that equipment and / or radio transmitter and antenna are fully functional;
- 2.7. To inform CORTAC of any faults or problems in, or in respect of, the equipment as soon as possible after any such fault or problem is discovered;
- 2.8. To forthwith notify CORTAC of any structural alteration or any other modification to the premises, which may affect the proper functioning of the equipment;
- 2.9. To bear all costs associated with the supply of electricity and reticulation thereof to the equipment;
- 2.10. That in the event of the Client's premises being burgled and the Client being away and unreachable, allow CORTAC to take all steps reasonably required in order to secure the premises, but not limited to the repair of associated damage and the placement of a security officer. The Client will reimburse CORTAC for all such expenditure incurred and / or services rendered;

2.11. To bear all costs of altering and/or replacing the equipment as the Independent Communication Authority of South Africa (ICASA) is in the process of reallocating the radio frequency spectrum;

2.12. Be responsible for replacement of batteries contained in all wireless auxiliary equipment.

3. OBLIGATIONS OF CORTAC

CORTAC undertakes to:

- 3.1. Install the equipment and enable radio communication between CORTAC and the Client, test the equipment and load the Client's details onto CORTAC's system;
- 3.2. Monitor the alarm on a 24/7 basis, respond in the event of an alarm activation, and deploy as required an armed response vehicle;
- 3.3. If necessary, gain access to the premises for the purposes of carrying out the service.

4. LIABILITY

4.1. It is expressly agreed that the services rendered and equipment supplied to the Client in terms of this agreement, are for the purpose of minimising the risk of a burglary, personal attack, injury or any other applicable cause of loss, and not for eliminating such risk. CORTAC will not be liable in contract or delict or otherwise (including both direct and consequential loss), for any loss or injury arising from or caused by the failure of CORTAC to perform any of its obligations herein, including any loss or injury attributable to any negligent or grossly negligent act or omission of CORTAC or its employees or agents and all such liabilities are excluded;

4.2. The Client indemnifies and holds CORTAC harmless against any claim of whatsoever nature which may be brought against CORTAC by any person as a result of death, injury, damage to or loss of property at any time, including, but not limited to gross negligent acts or omissions by CORTAC or its employees or agents.

4.3. It is agreed that no insurer will have any right of subrogation against CORTAC and the Client agrees to notify its insurers of all the provisions of this clause;

5. OWNERSHIP

5.1. Ownership of the equipment remains vested in CORTAC until the Client has paid all amounts owing in terms of the initial costs in the Cost schedule, Section 6 of the Specifications;

6. DURATION

6.1. This agreement will come into operation on the commencement date and will continue for the fixed period, where after the agreement will continue indefinitely subject to the right of either party cancelling this agreement by giving the other party 2 (two) months written notice.

6.2. On receipt of a valid notice of termination in terms of clause 6.1 above, the contract will be deemed to terminate on the last day of the second month following the notice of cancellation i.e. if the notice is served in June 2013 the agreement will terminate on 31 August 2013.

7. EXISTING SECURITY

7.1. Where the equipment or digital communication is connected by CORTAC to an existing security system of the Client, CORTAC does not accept any responsibility for defects or malfunctioning of the existing equipment which may occur before or after the installation of the equipment or digital communicator or any other equipment installed by CORTAC;

7.2. The costs of any modification and/or improvements required to the equipment during the currency of this agreement are for the Client's account.

8. PAYMENT OF FEES AND ANNUAL LICENCE

8.1. The contract price and any other monies due and payable by the Client to the Contractor in terms hereof shall be due and payable monthly in advance by no later than the 25th (twenty fifth) day of each month, and which payments are to be made by way of debit order;

8.2. In addition, the Client shall pay the annual transmitter licence fee. The first licence fee will be payable with the payment of the first subscription fee and thereafter on the first day of each subsequent calendar year.

8.3. CORTAC reserves the right to increase the monthly subscription fee annually.

8.4. All payments are to be deposited into the following bank account:
Account Name: CORTAC (Pty) Ltd
Bank: Standard Bank
Branch Name: Killarney
Account Number: 220701520
Branch Code: 051001

9. BREACH

9.1. Should the Client be in default of any payment due in terms of this agreement or be in breach of its terms in any other way, CORTAC will be entitled, without prejudice to any alternative or additional right of action or remedy available to CORTAC under the circumstances, including the right to suspend the rendering of any services in terms of this agreement, to:

9.1.1. Claim immediate payment of all payables, whether then due for payment or not; provided, however, that if the Client does not make immediate payment.

9.1.2. Cancel this agreement without notice and obtain possession of the equipment; retain all payments made by the Client in terms of this agreement as rowwkoop;

9.1.3. Claim as liquidated damages payment of the balance of the total fees for the unexpired portion of this agreement;

9.1.4. Refuse to divulge the CSID in the alarm control panel (the Client will be liable for any associated cost to reprogram the control panel CSID).

9.2. In the event that the Client terminates the agreement prior to the expiration of the fixed period, the Client shall be liable to a penalty in the amount of 50 (fifty) percent of the outstanding contract price had this agreement continued to the end of the fixed period.

10. COSTS

The Client shall be responsible for all costs, charges and expenses of whatsoever nature which may be incurred by the Contractor in enforcing its rights in terms hereof, including,

without limitation, legal costs on the scale as between Attorney and own Client and collection commission.

11. ACCESS TO PREMISES

11.1. The Client must at all times give CORTAC personnel clear and unimpeded reasonable access to the premises to enable to execute the service.

11.2. The Client undertakes at its own cost to install an outside keypad for CORTAC to get safe access to the premises. Should there be any damage to the perimeter fence or gates due to gaining access to the premises by CORTAC, CORTAC will not be liable for the damage caused if proper access arrangements have not been made by the Client.

I, _____
(The Client)

Understand and accept the terms and conditions of this agreement.

Signed at _____

on the ____ day of _____ (month) _____ (year)

CLIENT SIGNATURE

9. ANNEXURE A

BANK DEBIT ORDER INSTRUCTION

Name (Debtor): _____ Date: _____

Address: _____ Signatory name: _____

_____ Contact Tel: _____

_____ Email address: _____

Dear Sirs/Madams - The details of my bank account are as follows:

Bank : _____ Branch/Town : _____

Branch NO. : _____ Account Name: _____

Account NO. : _____ Type of A/C : _____
(savings, current, transmission)

I/we hereby request and authorize you to draw against my/our account with the abovementioned bank (or any other bank or branch to which I/we may transfer my/our account) the sum of,

(state amount in words)

R_____, or any variable amount pertaining to this agreement, on the first working day of each month. This being the amount necessary for the settlement of the monthly due to you in respect of guarding security services as agreed.

All such withdrawals from my/our account by you shall be treated as though they had been signed by me/us personally.

I/we the undersigned, "instruct" and authorise Cortac (Pty) Ltd, to draw against my/our account. I/we understand that if bank details have been supplied the withdrawals authorized here will be processed by BankServ. I/we also understand that details of each withdrawal will be printed on my/our statement.

I/we agree to pay any banking charges relating to this debit order instruction.

This authority may be cancelled by means of giving you sixty days' notice in writing, sent by prepaid registered post, but I/we understand that I/we shall not be entitled to any refund of amounts, which you have withdrawn whilst this authority was in force if such amounts were legally owing to you.

Assignment:

I/We acknowledge that the party hereby authorised to effect the drawing(s) against my/our account may not cede or assign any of its rights and that I/we may not delegate any of my/our obligations in terms of this contract/authority to any third party without prior written consent of the authorized party

Signed : _____

on this _____ day of _____ 20 _____

SIGNATURE AS USED FOR SIGNING CHEQUES OR CREDIT CARD VOUCHERS