



AGREEMENT BETWEEN DEEP BLUE SECURITY (PTY) LTD AND THE CLIENT

BUSINESS		PRIVATE		RESIDENT		HOLIDAY USE		
SURNAME/BUSNAME:								
FIRST NAME:								
EMAIL:						PASSWORD:		
PHYSICAL ADDRESS - MONITORED PREMISES								
TENANT:	OWNER:			OTHER:				
PHYSICAL STREET:								
SUBURB & CODE:								
INVOICING DETAILS:								
REG & VAT #:								

CONTACT NAME:	PHONE NO:
CONTACT NAME:	PHONE NO:
EMERGENCY NAME:	PHONE NO:

DOGS:	YES		NO		FIREARMS:	YES		NO	
DANGEROUS DOGS:	YES		NO			OTHER:	YES		NO
ADDITIONAL INFORMATION - EMPLOYEES						ACCESS TO PREMISES			
NAME:						YES		NO	
NAME:						YES		NO	
NAME:						YES		NO	

[illegible]

SERVICES SCHEDULE		MONTHLY AMOUNT
ARMED RESPONSE AND MONITORING	A	
COMMERCIAL PROPERTY	B	
PANIC BOX ARMED RESPONSE AND MONITORING	C	
OLARM ARMED RESPONSE AND MONITORING	D	
OPENING AND CLOSING SMS (JUST BUSINESS)	E	
SERVICES AS PER DBS / CPNW SLA	F	R 544.53
CPNW VOLUNTARY CONTRIBUTION	G	

MONTHLY TOTAL INCL VAT

PAYMENT METHOD					
DEBIT ORDER		ELECTRONIC FUNDS TRANSFER		BANK STOP ORDER	
AUTHORISATION ONLY IF PAYING BY DEBIT ORDER					
NAME BANK:					
ACCOUNT NAME:					
BRANCH:					
ACCOUNT NUMBER:					
ACCOUNT TYPE:					

TO BE DEDUCTED ON THE 1ST 7TH 15TH 25TH

I / WE HEREBY AUTHORIZE DEEP BLUE SECURITY TO DRAW AGAINST MY/OUR ACCOUNT WITH THE ABOVE BANK DETAILS THE SUM OF R_____.

ALL SUCH WITHDRAWALS FROM MY/OUR ACCOUNT WILL BE TREATED AS THOUGH THEY HAD BEEN SIGNED BY ME/US.

Debit Order Authorized Signature 1

Deep Blue Security Accounts Signature 2

FOR OFFICE USE					
RADIO LINK	YES	NO	CUSTOMER CODE		
PANIC UNIT	YES	NO	DATE		
OLARM	YES	NO	SALES REP		
OPEN / CLOSE	YES	NO	LOADED BY		
RADIO NUMBER:					
LINK ON DATE:					
LINK OVER BY:					

DEEP BLUE SECURITY (PTY) LTD SERVICE AGREEMENT TERMS AND CONDITIONS

TERMS AND CONDITIONS

All Services rendered by DBS and its staff are subject to the terms and conditions as stated below.

1. DEFINITIONS

- 1.1. **Act** - The Private Security Industry Regulation Act 56 of 2001 and the Regulations in respect thereof.
- 1.2. **Account Holder** - The individual who signs this Agreement.
- 1.3. **Agreement** - This Agreement, once it has been accepted by DBS, and any instructions and annexures.
- 1.4. **Annual Radio Network Administration Fee** - The annual fee that DBS charges the client for administration of Radio Frequency fees.
- 1.5. **Armed Response Officer** – “ARO” Security Officers duly employed by DBS who attend to alarm activations and carry a firearm and have the necessary qualifications and industry approved registrations.
- 1.6. **Commencement Date** - The Commencement Date is the date when DBS receives the first radio signal from your alarm system.
- 1.7. **Control Room** - The place to which the signal from alarm systems are transmitted and are monitored by DBS.
- 1.8. **CPI** – The official consumer price index.
- 1.9. **DBS** - Deep Blue Security (PTY) LTD
- 1.10. **Effective Date** - Is deemed to be the first date upon which you and DBS agree that the debit order, or other accepted payment method commences.
- 1.11. **Emergency Response** - The procedure that DBS carry out when the Control Room inform them that an activation signal has been received from the client’s alarm system.
- 1.12. **Fixed Period** - month- to- month from the Start Date or thereafter at any other period as it would have been agreed between You and DBS.
- 1.13. **Key holder** - Any third party you have chosen from time- to- time to hold the keys to the Premises and who may be contacted when a signal is received by DBS at the Control Room.
- 1.14. **Link Up** - When DBS installs a radio transmitter and links up Your alarm system to be monitored and responded to by DBS under the terms and conditions of this Agreement.
- 1.15. **Offer** - The offer by you to DBS to provide you with the Services on the terms and subject to the conditions set out in this document.
- 1.16. **POPI** - means the Protection of Personal Information Act No.4 of 2013;
- 1.17. **Premises** - The building where the alarm system is installed from time- to- time and where you require us to render the services.
- 1.18. **Services** - The services described in this Agreement and chosen by you and as indicated in the above Services Schedule.
- 1.19. **System** - The Alarm monitoring equipment, including the detection equipment and/or the radio transmitter whether installed by DBS or not.
- 1.20. **We, our, us** - DBS including where appropriate our employees and our successors-in-title.
- 1.21. **You, your, the Client** - The Person accepting and signing this agreement.

2. ACCESS TO PROPERTY

I, the undersigned, being a client of DBS, acknowledge that for DBS to adequately protect my property as set out in this Agreement, that DBS needs clear and unimpeded access to my property at all times. I hereby give authority for a DBS ARO to enter my property via keys/remote/scaling gates and walls, whichever applicable, in the event of an emergency or in a hazardous response to any bona fide calls, panics or alarm activations where the Client is unresponsive or responds incorrectly to a password request. DBS reserves the right not to enter Your premises, should you have dogs who deem to threaten the safety of our personnel. Should you have any concerns regarding your dogs, kindly contact DBS directly and make suitable arrangements.

3. MONITORING AND ARMED RESPONSE SERVICES

- 3.1. The parties hereto agree that the Service rendered by DBS in terms hereof is for the purpose of Your safety and security through 24/7 monitoring and rapid response personnel with armed response training to deal with any security emergency as well as to notify the necessary authorities of an incident requiring their attention.
- 3.2. For this Agreement, the rapid arrival shall at all times be subject to those conditions and/or eventualities beyond DBS’s control.
- 3.3. DBS shall, from the Commencement Date until suspension or termination hereof, provide a monitoring service to You, comprising of:
 - 3.3.1. 24/7 monitoring of Your alarm system via a Radio Frequency “RF” radio communicator.
 - 3.3.2. 24/7 monitoring of Your camera/s and/or CCTV system/s (where applicable).
 - 3.3.3. Any and all other Services as agreed to in an SLA and/or as indicated in the “Services Schedule” to this agreement.
- 3.4. You shall not be entitled to hold DBS responsible for any abnormal malfunction of your alarm system, excluding DBS’s radio transmitter.
- 3.5. AC Power supply monitoring is only provided to monitor the power supply to the alarm unit and no other electronic equipment.
- 3.6. The communication device (radio) remains the property of DBS, and if the customer fails to pay for the monitoring service on time, or cancels the service, DBS reserves the right, on termination or suspension of the Agreement, to enter the stated premises at any time and to remove/reprogram the communicator from the system until all outstanding monies have been paid in full and up to date.
- 3.7. Monitoring and Armed Response - The monitoring and armed response Services are only applicable to the Premises stipulated in this Agreement and in an area which is serviced by DBS and consists of:
 - 3.7.1. Attendance by ARO’s at the Premises as quickly as operational circumstances may permit when dispatched by the Control Room.
 - 3.7.2. On arrival of such ARO’s at the Premises, the ARO will inspect the Premises and report to the Control Room and if necessary, take such further steps as is reasonably necessary to safeguard the Premises, the contents thereof, the Client and/or the Client’s invitees before vacating the Premises. Safeguarding of the Premises may dependent upon the authorized access holder attending to the premises and assisting the ARO or alternatively the authority being given by the Client that the ARO can enter the premises.

4. YOUR OBLIGATIONS

You are obliged in addition to your other obligations contained in this Agreement:

- 4.1. To use your best efforts to ensure that the Premises and the contents thereof are safe and without risk to DBS's representatives in doing what DBS is obliged to do in terms of this Agreement.
- 4.2. To notify DBS in writing of the Key holders, where applicable, with whom DBS may communicate regarding access to the premises and/or the Alarm System in times when You are unavailable.
- 4.3. To give DBS access to the Premises so that DBS may provide the Services and erect signage.
- 4.4. DBS shall not be held responsible for any damage to the Premises caused by DBS carrying out the Services.
- 4.5. DBS will endeavor to always act reasonably while rendering the Services.
- 4.6. To provide DBS with clear instructions about domestic pets and possible danger thereof as well as to update DBS of any newly acquired domestic pets which may pose a threat to the ARO when entering the Premises.
- 4.7. Not to, nor allow your employees or invitees to remove the System from the Premises or from the position in which it is installed or interfere with or alter the System in any way whatsoever for the duration of this Agreement.

- 4.8. DBS reserves the right not to enter your Premises should you have domestic pets which We deem hazardous to the safety of our ARO's.
- 4.9. To ensure that your electricity supply and/or battery backup is such that the System and the Services are not affected.
- 4.10. To notify DBS of any structural alteration/s or any other modification to the Premises, which may affect the proper functioning of the System.
- 4.11. To test the System/s on a regular basis or at least monthly, and in any event not later than 72 (seventy-two) hours prior to vacating or leaving the Premises unattended for any period exceeding 7 (seven) days by contacting and notifying our Control Room.

5. LIMITATION OF DBS'S LIABILITY

- 5.1. You acknowledge that to the extent that the services function as a deterrent. They are not a guarantee of safety against or prevention of loss, liability, Injury and damage of whatsoever nature and howsoever arising. Accordingly while DBS shall exercise reasonable care in the rendering of the Services, nothing in this agreement shall be construed or interpreted in a manner whatsoever as providing you or a third party whomsoever with any guarantee or assurance of safety or against a loss, liability, Injury or damage of whatsoever nature and howsoever arising.
- 5.2. Subject to the provisions of the Act. Neither DBS nor any other persons for whom DBS may be liable in law shall be liable to you in respect of or pursuant to any loss, liability injury, damage or claims of whatsoever nature (including without limitation any loss of profits and/or any special and/or consequential loss or damages) whether arising through the rendering or non-rendering or attempted rendering by DBS of the services in terms of this agreement or in depict or otherwise whether at the premises if any such loss, liability, Injury, damage or claims arise because of or pursuant to any innocent or negligent act or omission on the part of DBS or other people for whom DBS may be liable in law, save for gross negligence, fraudulent or malicious acts or omissions on our part.
- 5.3. Our responsibility and obligations to you cease immediately when this Agreement is terminated, or the Services are suspended.
- 5.4. The client hereby grants DBS without derogating from any of the other rights and power available to DBS under the criminal procedures act no 51 of 1997 ("the act") the authority in terms of section 42 (3) of the act to arrest any person found committing any offence on the client's property.
- 5.5. Neither DBS nor its employees shall be liable for its inability to perform any of its obligations of the Service under this agreement arising out of any factors beyond its reasonable control.
- 5.6. The Client hereby accepts that firearms will only be used in unavoidable circumstances, this being at the discretion of DBS and hereby grants permission for the usage thereof and waivers the right of any claims which the client may enjoy therefore including damage to property and possession.

6. POPI

- 6.1. In the course of the Engagement DBS will collect and process personal Information relating to the Client. In this regard DBS shall:
 - 6.1.1. Ensure that, to the extent applicable, they comply with POPI in respect of the Protection of Personal Information of the Client.

7. LINK UP

- 7.1. DBS will provide an alarm radio as well as a technician to Link-up Your alarm system to the DBS Control Room at no charge under the following conditions:
 - 7.1.1. If You have an existing alarm system on the Premises;
 - 7.1.1.1. You acknowledge that DBS did not supply nor install your current System and that for DBS to receive alarm signals, certain modifications may be required for the Radio Transmitter to be able to send the correct information to the Control Room. You undertake to allow DBS access to Your Current System to make any necessary modifications or alternatively You shall arrange for an independent technician of your choice to attend to the modifications as per DBS's requirements.
 - 7.1.1.2. You confirm that Your Current System and all the components thereof, to the best of your knowledge, are in full working order and can perform the functions required by DBS and for which they are intended and You acknowledge that in the event of a failure of your existing System, DBS cannot be held liable under any circumstances.
 - 7.1.2. If a DBS technician is required to repair a fault or to make modifications to Your current system or to replace the alarm system:
 - 7.1.2.1. A call out fee at the then published rate will be charged.
 - 7.1.2.2. All equipment required for the full functionality of Your alarm system to ensure that DBS can receive the correct information in our Control Room will be for Your account on acceptance of a DBS quote.

8. FEES & ANNUAL RADIO LICENCE FEE

- 8.1. You are liable for the timeous payment, in terms of this Agreement, of the Fees set out in the Services Schedule pertaining to the Services to be supplied by DBS.
- 8.2. DBS is entitled to increase its Fees on the initial and every annual anniversary thereafter of this agreement in line with the official CPI rate.
- 8.3. DBS will inform you in writing and you will be deemed to have received such notice within 7 (seven) days of such notice of any increased Fee amount.
- 8.4. You may also be responsible for the following charges:
 - 8.4.1. Taxes, fees or charges set by the police, fire, or any other authority due to the installation or operation of the System.
 - 8.4.2. Any Extra Charges or charges for work done by police, fire or other authorities, medical service providers, other security service providers or by any telecommunications agency, Independent Alarm Installer or Technician or any other party not covered by this Agreement.
- 8.5. DBS accepts payment of all Fees by Bank Debit Order, Electronic Funds Transfer "EFT" or Bank Stop Order.
- 8.6. The Annual Radio Network Admin Fee for the radio transmitter in the System is due each year in May and calculated as follows;
 - 8.6.1. Annual license fees are billed each May in arrears at the then published license fee rate.
 - 8.6.2. The first license fees due by You will be calculated pro-rata in arrears on Your first May period following the Commencement Date of this Agreement.
 - 8.6.3. An annual license fee will be billed to You each year in May thereafter until this Agreement is terminated.

9. BREACH

In the event of:

- 9.1. The non-payment of any monies or a portion thereof in terms of this Agreement on the due date.
- 9.2. The breach by the Client of any of the conditions of this Agreement.
- 9.3. The non-performance by DBS of any of its obligations under this Agreement.

10. TERMINATION, SUSPENSION OR RENEWAL OF THE AGREEMENT

10.1. Termination

- 10.1.1. You are entitled to terminate this Agreement at any time without penalty or charge;
 - 10.1.1.1. Giving DBS 1 (one calendar, month notice in writing, to be delivered to DBS's chosen domicile)
 - 10.1.1.2. DBS commit a breach of any of our obligations under this Agreement and fail to remedy such breach in a reasonable time after being given notice to do so.
- 10.1.2. DBS may terminate or suspend this Agreement in writing immediately if:
 - 10.1.2.1. The Control Room or the System is destroyed or so badly damaged that DBS cannot reasonably provide the Service.
 - 10.1.2.2. DBS cannot for any reason whatsoever arrange or keep the telecommunications or other communication facilities needed to transmit and/or receive the signal to or from the Premises or the Control Room.

10.1.2.3. You fail to make timeous payment of any amount due to DBS.

10.1.2.4. You commit a breach of any of Your obligations under this Agreement and fail to remedy such breach in a reasonable time after being given notice to do so.

10.2. Suspension

10.2.1. If You commit a breach of any of your obligations under this Agreement and fail to remedy such in a reasonable time after being given notice to do so, and in addition to any other remedy available to DBS, DBS reserves the right to immediately suspend this Agreement and give written notice to the Client.

10.2.2. Written notice of suspension by DBS, which notice may be addressed to Your postal or Domicile address, such notice suspends DBS 's performance obligations under this Agreement and DBS has no further obligations until the suspension is lifted by DBS by notice in writing to You.

10.3. Renewal

10.3.1. As there is no fixed term Agreement in place between the Client and DBS, the Agreement is on a month- to- month basis, no renewal notice is required.

11. SOLE AGREEMENT

This Agreement is the full and final Agreement between the parties. No representation, warranties, terms and conditions not recorded in this document shall form part of this Agreement, and no variation of this Agreement shall be of any effect unless in writing and duly signed on behalf of both parties.

12. DOMICILLIUM CITANDI ET EXECUTANDI

The Client hereby elects the premises as set forth above as his DOMICILLIUM CITANDI ET EXECUTANDI, as well as the address for service of all documents and other purposes incidental to and arising out of this Agreement.

13. OWNERSHIP

Ownership in any equipment sold to the Client shall remain vested in DBS and not passed on to the Client until receipt by DBS of all the amounts payable by the Client having been received by DBS. Radio/communicator transmitting devices, antennas and DBS sign boards remain the property of DBS at all times.

14. GENERAL

14.1. This Offer constitutes an irrevocable Offer by You to DBS for DBS to provide You with the Services selected in the Services Schedule.

14.2. DBS requires the Account Holder to sign this Agreement failing which DBS shall not be obliged to provide the agreed Services to You.

14.3. An amount to be paid in terms of this Agreement shall be deemed to have been paid only when such payment has been met and reflects in DBS's bank account.

14.4. This Agreement is the entire Agreement between DBS and You and DBS shall not be bound by any representations, undertaking, promises or the like not specifically recorded or incorporated herein. No variation of this Agreement waiver of rights, and release from any obligations or consensual cancellation in terms of this Agreement shall have any effect unless in writing and signed by both DBS and You.

14.5. No indulgence, latitude, extension of time or omission by DBS shall constitute a waiver by DBS of any of DBS's rights under this Agreement and shall not amount, in any appropriate instance, to a condemnation by DBS of any act or omission on your part and such conduct shall not in any circumstances whatsoever, give rise to a defense of estoppel.

14.6. Neither DBS nor the Client are entitled to cede, delegate or otherwise transfer their rights and obligations under this Agreement to any other party unless agreed to in writing by the Parties to the Agreement.

14.7. To the extent any provision of this Agreement is found to be void, invalid or unenforceable, for whatever reason, the parties shall procure that the provision shall (where possible to do so whilst maintaining the purpose of the Agreement) be amended to the minimum extent possible to make it valid or enforceable, or if this is not possible, shall be deleted from the Agreement. In all such circumstances. the remainder of this Agreement shall remain in force unaffected and DBS and the Client agree that DBS would have entered this Agreement on all the other terms hereof even if the amended or deleted provision were not agreed upon by DBS.

14.8. Any provision of this Agreement which contemplates performance or observance subsequent to any termination or expiration of this Agreement will continue in full force and effect.

14.9. You shall have a cooling off period of 5 (five days from the Commencement Date of this Agreement during which time, you may retract from this Offer. You must inform DBS in writing that You wish to withdraw from this Offer within the 5 (five] days failing which, the terms and conditions of this Agreement will become enforceable.

I ACCEPT THE TERMS AND CONDITIONS AS DEFINED ABOVE

Please ensure that all the details contained in this document are correct. By your signature to this Agreement you acknowledge that Your details are correct and that you have read and understood and agree to the terms and conditions of this Agreement.

SIGNED AT

ON THIS

DAY OF

2020.

Name:

WITNESSES:

1. _____