



**EMMARENTIA GREENSIDE
SECURITY ASSOCIATION**

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A safer neighbourhood together.

MEMORANDUM OF AGREEMENT between **EMMARENTIA AND GREENSIDE SECURITY ASSOCIATION**
(Registration Number 2007/024602/08) (hereinafter referred to as the 'EGSA')
and the undersigned resident/business falling within the Emmarentia/Greenside security precinct,
hereinafter referred to as the parties.

_____ (FULL NAME) _____ (IDENTITY NUMBER)

_____ (FULL COMPANY NAME) _____ (REGISTRATION NUMBER)

hereinafter referred to as the 'Client', hereby agree to this contract on the terms reflected in this document.

ADDRESS (PHYSICAL)

ADDRESS (POSTAL)

EMAIL ADDRESS: _____

CONTACT TELEPHONE NUMBER _____

TERMS

1 In this agreement the following shall apply –

'Access' refers to any form of code, key or remote control system which allows any 'Authorized Person' to enter the 'Premises' of the 'Client'.

'Address' shall refer to the *Domicilium Citandi et Executandi* of the Client which shall in all instances be the chosen physical address indicated on the first page of this document.

'Alarm Signal' shall refer to any audible and/or silent, manual and/or electronic transmittance of some form of signal which shall have the effect of triggering a 'Response' from the 'Control Room'.

'Alarm system' means any equipment capable of emitting an "Alarm Signal" and detecting any unauthorised entrance to the 'premises'.

'Authorized person' refers to any person/s the 'Client' has chosen to have 'Access' to the 'Premises' and any employee of the 'Service Provider'.

'Community' has reference only to the Emmarentia and Greenside area.

'Community Improvement District (CID)' refers to a community-driven initiative to supplement municipal services, as approved by the City of Johannesburg.

'Commencement date' means the date of signature of the party signing last;

'Client' shall refer to either the individual person or business whichever is applicable to the specific document.

'Control Room' shall refer to the physical location to which any 'Alarm Signal' shall be sent.

'Days' shall refer to calendar days.

'Directive' shall be any suggested course of action or instruction given by the 'EGSA' regarding any action to be carried out by the Client that is necessary for the 'Service Provider' to be able to deliver its service.

'Fees' shall refer to the INITIAL PAYMENT SCHEDULE of fees payable by the 'Client' to the 'EGSA' for the purposes of payment to the 'Service Provider'.

'Fire Protection Services' refers to any fire station paramedic unit or fire engine employed by the state organs in the prevention of fires and/or disasters.

'Medical Practitioner/Institution' refers to the Doctor and/or Hospital of choice of the 'Client' this shall also include all alternative forms of medicine practised in the Republic of South Africa.

'Monitoring equipment/system' means any telephone, radio transmitter, camera, or any other equipment necessary to provide the service as envisaged by the 'Service Provider'

'Premises' shall refer to the physical land and buildings which is incorporated/included under the meaning of 'Address' and for which the 'Client' is in control and at which any 'Alarm System' is installed.

'Police' shall refer to any law enforcement organ of the State.

'Pro Active Security Services' refers to the services intended to reduce or prevent crime and relates *inter alia* to patrol, monitoring and camera surveillance systems

'Property' refers to all movable items situated on the 'Premises' or at the 'Address' of the 'Client'.

'Response' shall refer to any form of action, actively, expressly and/or tacitly taken by the 'Service Provider' or the 'Police' to any 'Alarm Signal' activated by the 'Client'.

'Service Provider' shall refer at all times to the body with whom the 'EGSA' contracts to provide security services to the 'Community'.

'Service' shall refer to all and any of the services which the 'Service Provider' shall implement or intends to implement under contract to the 'EGSA'

'System' refers to any system which the 'Client' intends to install or has already installed at the 'Address' and shall include, but not be limited to, any cameras, electric fence, audible alarm, sensor, radio transmitter, antenna or the like and any form of security implemented by the 'EGSA' or 'Service Provider'.

'Telephone Service provider' means any telephone service provider including any internet service provider;

Unless otherwise indicated the masculine gender shall refer to the feminine gender and *vice versa*.

BRIEF DESCRIPTION OF SERVICES

2 The 'EGSA' will secure the 'Services', by way of contract with a 'Service Provider', who will *inter alia* provide the following 'Services' to the 'Client':-

2.1 armed response services which shall include a panic system and the monitoring thereof which may include electric fence monitoring (if specified by the client) and where possible the prevention of the risk of loss, damage, injury or harm to the 'Client', his staff, visitors, 'Property', movables and immovables through whatsoever cause which shall include but not be limited to fire, theft, burglary and vandalism.

2.2 'Pro active Security Services' as determined by the 'EGSA' and revised from time to time, including but not limited to response motor vehicle patrols, foot patrols, bicycle patrols and camera surveillance systems. The 'Pro active Security Services' will be provided depending on the number of subscribers and subject to the contract entered into with the Service Provider'.

2.3 An escorting/meet and greet service is included that will on request, assist the 'Client' to arrive safely in their 'Premises'. Such service without charge shall be limited to three (3) occasions per month, subject to the availability of 'Service Provider's' personnel.

3 To put into effect the 'Services' contemplated in clause 2 above, the 'Client' hereby agrees to the installation of a 'Monitoring System' by the 'Service Provider'.

PURPOSE AND GUARANTEES

4 The purpose of this agreement is to reduce and/or prevent or minimize the loss, damage, injury or harm at the 'Address' of the 'Client' within the means available and through the use of 'Monitoring Equipment'.

5 The 'EGSA' does not guarantee or warrant in any way, form or guise that the 'Monitoring Equipment/ System' cannot be removed, tampered with, cease to operate properly, work continuously and without error, not develop faults or that its installation/activation will prevent specific losses, damage or injury to persons or 'Property'.

6 Accordingly and not derogating from the other provisions in this agreement the 'EGSA' cannot in any way be held liable to the 'Client' for any loss, damage, injury or harm to the 'Client', his staff, visitors, 'Property', movables and immovables as a result of the 'Monitoring Equipment' being removed, tampered with, ceasing to operate properly, not working continuously and without error, not developing faults in the normal course of operation.

7 Any unauthorized removal or tampering with the 'Monitoring Equipment' shall invalidate the agreement and the 'Client' may be held liable for any damages to the 'Monitoring Equipment' as a result thereof.

8 Upon activation of the 'Monitoring Equipment', the 'Client', 'Authorized Person', 'Fire Protection Services' and/or 'Medical Practitioner/Institution' (if these options are chosen by the 'Client') shall be notified of an 'Alarm Signal' received by the 'Control Room' from the 'Address', unless a satisfactory explanation is given to the officer in control of the 'Control Room' by any person, telephonically, at the 'Address' of the 'Client'.

ALARM SYSTEM

9 The 'Client' must allow the 'Service Provider' reasonable 'Access' to their premises to install, maintain or remove the radio transmitter on the 'Alarm system'.

10 The 'Client' is responsible to ensure that the 'Alarm System' is operational, in particular when leaving the premises and after a lightning storm, power failure, or other event which may affect the alarm system and that it is fully functional at all times.

11 The 'Client' is responsible to keep the 'Alarm System', at their expense, in good working order, by regular servicing and monthly testing by prior arrangements.

- 12 The 'Client' must operate the 'Alarm System' in accordance with the 'Alarm System's' instructions and in accordance with the terms of this agreement.
- 13 The 'Client' is obliged to advise the 'EGSA' and the 'Service Provider' immediately if there has been any tampering with the 'Alarm System' or if any part thereof is damaged or stolen.
- 14 Where a radio transmitter and antenna is connected by the 'Service Provider' to an existing 'System' of the 'Client', the 'Service Provider' cannot accept responsibility or be held liable for defects or malfunctioning of the existing equipment which may occur before or after the installation of the radio transmitter and antenna or any other equipment installed.
- 15 The transmitter and antenna remains the property of the 'Service Provider'.

ACCESS

- 16 The 'Client' will inform 'EGSA' and the 'Service Provider' any hazardous materials or related risk on or near the 'Premises' that could endangered the safety the 'Service Provider's' personnel and employees.
- 17 The 'Client' is at all times obliged to allow 'EGSA' and the 'Service Provider' 'Access' to the premises for the purposes of rendering the services in terms of this agreement.

INSURANCE

- 18 This Agreement cannot be construed to be a form of insurance and the 'EGSA' cannot be held liable for any loss incurred due to under-insurance by the 'Client's' chosen insurer.
- 19 The 'Client' is responsible for insuring any 'Monitoring Equipment' on his property against loss by fire, theft or any other cause.

PAYMENT

- 20 Unless otherwise agreed upon in writing by the EGSA, the total amount due in terms of the INITIAL PAYMENT SCHEDULE, or the amount which may from time to time become payable, will be paid by the 'Client' to the EGSA.
- 21 Unless otherwise stipulated in this agreement, all other amounts due in terms of this agreement, will become payable on demand.
- 22 The 'Client' may at the EGSA's instance be charged interest on any amount not paid on the due date, calculated from the due date of payment, at the maximum interest rate permitted in terms of the Usury Act 1968, from time to time.
- 23 The 'Client' shall sign a debit order instruction to enable the 'EGSA' to receive monthly payments in advance for the services provided by the 'EGSA'. The EGSA will be entitled, from time to time, to increase its monthly fees to accommodate inflationary and other reasonable increases in the cost of services.
- 24 In all cases the 'Client' will be given at least one month's written notice of any increase in the monthly fee payable.
- 25 The 'Client' undertakes to become part of a future 'Community Improvement District' for the provision of security services in Emmarentia and Greenside in the event that 51% of all residents are subscribers to the 'EGSA', which condition will not result in an increase of the fees being paid at the time or a reduction of the service provided at that time.

DURATION, SUSPENSION AND TERMINATION OF THE AGREEMENT

- 26 This Agreement shall come into operation on the 'Commencement date' and will continue for a period of 36 months (3 years) thereafter unless suspended or terminated in writing by the 'EGSA' for any of the following reasons:-
- 26.1 Where the 'Control Room' is so badly damaged that the 'EGSA' cannot efficiently provide the service offered;
- 26.2 Where the connection between the 'Control Room' and the 'Client's' 'Premises' has been disrupted by the severance of the telecommunication facilities;

- 26.3 Where the 'Client' fails to make payment of the monies due to the 'EGSA' timeously each month;
- 26.4 Where the 'Client' commits a breach of any obligations under this agreement;
- 26.5 Where the 'Client' fails to carry out a 'Directive';
- 26.6 Where the 'Client' fails to comply with any recommendations which the 'EGSA' may make from time to time with respect to the 'Monitoring Equipment/ System';
- 26.7 Where legal proceedings are instituted which relate to a breach of contract or damage to the 'Monitoring Equipment' or for any illegal dealings on or within the 'Premises';
- 26.8 The relocation of the 'Client' outside of Emmarentia or Greenside;
- 26.9 The death of the 'Client', if a natural person, in which event his or her estate shall remain liable for any outstanding monies due to the 'EGSA'
- 26.10 Such other reason as is acceptable to the EGSA.
- 27 After the expiry date of this agreement either party may terminate this agreement by the giving of 3 (three) calendar months written notice.
- 28 The responsibility and obligation to the 'Client' by the 'EGSA' shall cease to exist immediately upon the termination or suspension of this agreement for whatsoever reason.
- 29 The 'Client' agrees not to cede, delegate or otherwise transfer its rights and obligations under this agreement to any other third party unless with the express written permission of the 'EGSA'.
- 30 In the event of the 'Client' being a juristic person, any natural person signing on behalf of such a juristic person, hereby warrants his authority to sign this agreement.
- 31 On termination of the Agreement the 'EGSA' shall be obliged and entitled to disconnect and /or remove the 'Monitoring Equipment' and shall also no longer provide the services aforementioned.
- 32 The responsibility and obligation to the 'Client' by the 'EGSA' shall cease to exist immediately upon the termination or suspension of this agreement for whatsoever reason.

LIABILITY

- 33 The services envisaged herein are intended to minimise, not eliminate, the loss of life, damage to 'Property' or loss in any other form not covered herein, and the 'EGSA' in no way gives any Guarantees, Warranties or Undertakings to the contrary and cannot be held liable for any loss, damage, injury or harm in whatsoever form arising from or in connection with the implementation of the 'Alarm System' or 'Security Services'.
- 34 The 'EGSA' shall not be liable to the 'Client' or any other party for the loss incurred due to an Act or a failure to act by it or through the negligence of any other person including the 'Client', its guests, patrons, persons at or near the 'Premises', the manufacturer of the 'Monitoring Equipment/ System' and/or accessories, the 'Telephone Service provider', the 'Police and Fire services' as well as all persons who can be classified thereunder including a 'Medical Practitioner/Institution'. None of the above can be deemed to form part of the 'EGSA' or to be 'its' agents.
- 35 The 'EGSA' shall and cannot be held liable for any loss resulting from the failure of the Police, fire or other authority failing to respond to any 'Alarm Signal', the failure of a transmitted 'Alarm Signal' not being received by the 'Control Room' for any reason beyond the 'EGSA's' control or losses incurred where such loss falls outside the scope and purpose of the 'Monitoring Equipment/ System'.
- 36 The EGSA will not be liable in contract or delict or otherwise of whatsoever nature including both direct and consequential loss, for any loss or injury arising from or caused by the failure by the EGSA to perform any of its obligation herein, including any loss or injury attributable to any negligent or grossly negligent act or omission of the EGSA or its employees or agents and all such liability is expressly excluded.

GENERAL

- 37 The 'EGSA' shall at all times be entitled to engage the services of a contractor(s) or sub-contractor(s) for the purposes of carrying out the EGSA's obligations under this agreement.
- 38 Where the 'Client' is a tenant he shall obtain the express written permission of his Landlord to enter into this agreement and that Landlord shall become a party hereto.
- 39 The 'EGSA' shall be entitled to transfer its rights under this agreement to any third party and the client's signature hereto is an acceptance of such transfer.
- 40 In the event of such transfer, all the 'EGSA's' rights, duties and obligations under this agreement shall be ceded to the transferee and the 'EGSA's' obligations under this agreement shall cease immediately on transfer. The 'Client' shall receive written notice of such impending transfer.
- 41 The 'EGSA' shall also not be held liable for any interruptions or suspension of service by any other person or state organ or for any event over which the 'EGSA' could not reasonably be expected to have had control.
- 42 The 'EGSA' shall be entitled to affix boards indicating that the premises are protected by them and the 'Service Provider'.
- 43 The 'EGSA' will charge a standard call out fee for all callouts to check systems in all cases to cover travelling time and costs.
- 44 Whilst every attempt has been made to cover each and every eventuality in the above, any future eventuality affecting the rights of the 'EGSA' and which was not envisaged above shall be deemed to have been intended to be incorporated into this agreement.
- 45 No indulgence, extension of time, omission or permission given shall constitute a waiver by the 'EGSA' of any of its rights under this agreement and shall not bind the 'EGSA' in any circumstances whatsoever. Nor shall such amount give rise to the defense "Estoppel".
- 46 The 'Client' agrees not to cede, delegate or otherwise transfer its rights and obligations under this agreement to any other third party unless the express written permission of the 'EGSA' has been obtained.
- 47 Upon signature the parties consent to the Jurisdiction of the Magistrate's Court for any disputes which may arise.
- 48 The 'Address' provided by the client in this agreement, shall for all intents and purposes be deemed to be the Domicilium Citandi et Executandi of the 'Client' who agrees to receive any court process, notice, or communication of whatsoever nature at such 'Address'
- 49 In the event of a dispute should a court find that any portion of this agreement is not enforceable and can be divorced from the rest of

the agreement, then such remainder shall continue to be of full force and effect.

- 50 By the 'Client's' signature hereunder, it is confirmed that the contents of this document has been read and understood.
- 51 This agreement constitutes the entire agreement between the parties and no representations, promises or undertakings shall have any binding effect unless reduced to writing and signed by the 'EGSA'.
- 52 In the absence of the Client and in the event that the Client's Premises have been made vulnerable to penetration by unauthorised persons and the service provider deems it necessary to safeguard the Client's 'Property', a guard will be placed on the Premises at the Client's cost unless the Client expressly instructs that no such guard should be placed on the Premises.

BREACH

- 53 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 or fail to eliminate false or accidental alarm activation and fail to remedy such default or breach within 7 (seven) 'Days' after despatch of a notice to remedy the breach, the EGSA will be entitled, without prejudice to any alternative or additional right of action or remedy available to the EGSA under the circumstances, including the right to suspend the render of any services in terms of this agreement to:-
- 53.1 claim immediate payment of all payables, whether then due for payment or not, provided, however, that if the 'Client' does not make immediate payment in terms of this sub-clause, claim the relief set out in sub-clause 53.2 below; or
- 53.2 cancel this agreement without notice and;
- 53.2.1 obtain possession of the radio transmitter and antenna;
- 53.2.2 retain all payments made by the Client in terms of this agreement as "roukoop";
- 53.2.3 claim as liquidated damages payment of the balance of the total fees for the unexpired portion of this agreement;

RESPONSIBILITY FOR PAYMENT

- 54 It is hereby recorded that the 'Client' will be responsible for payment of all amounts due in terms of this agreement, notwithstanding any invoices being forwarded to another address provided by the Client or such signatory hereof, by the EGSA.
- 55 The Services to be provided to the 'Client' under this agreement are determined by the 'Client's' choice of service level by filling out the appropriate box(es) on the INITIAL PAYMENT SCHEDULE below using the EGSA tariffs schedule.

ADDITIONAL CUSTOMER INFORMATION

This section is optional but will greatly improve the service we can give you

NEAREST CROSSROAD: _____

CELL Nos: Ensure that your relevant cell numbers are correctly filled out in Clause 55 of the contract

PRIMARY SECURITY CONTACT

HOME TELEPHONE No _____

WORK TELEPHONE No _____

SECOND SECURITY CONTACT

HOME TELEPHONE No _____

WORK TELEPHONE No _____

AUTHORISED KEYHOLDERS: (e.g Neighbours who may keep you key while you are away)

NAME	CONTACT NUMBER	SECOND NUMBER

ACCESS TO PREMISES

	YES	NO
REMOTE CONTROLLED GATE:		
ELECTRIC FENCE:		
KEY AVAILABLE TO SECURITY PROVIDER:		

SPECIAL MEDICAL CONDITIONS OF ANY RESIDENT:

TYPE/NO. OF DOGS ON PREMISES:

NAME/S OF EMPLOYEES OR TENANTS ON PREMISES AND CONTACT NUMBERS:
