



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

## MONITORING & RESPONSE MASTER SERVICE AGREEMENT

Entered into between

**DDL Security Services (Pty) Ltd T/A 24/7 Security**  
**Reg # 2004 / 004622 / 07**  
(Hereinafter referred to as "The Contractor")

**duly represented herein by:**

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*(Full names)*  
*(Who warrants his authority)*

**and**

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*(Full legal name / Company Name)*  
*(Hereinafter referred to as "The Client")*

**duly represented herein by:**

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*(Full names)*  
*(Who warrants his authority)*



**DDL Security Services (Pty) Ltd T/A 24/7 Security Reg # 2004 / 004622 / 07**  
**MONITORING & REACTION AGREEMENT**

1. This is an installation, monitoring and reaction agreement entered into between 24/7 Security Services Reg no \_\_\_\_\_  
 and \_\_\_\_\_ Reg no./ID no \_\_\_\_\_ (the Client).

**2. INTERPRETATION**

- 2.1 The Conditions as set out in this document and in any written document signed by the duly authorised representative of 24/7 Security Services (Pty) Ltd, hereinafter referred to as "the CONTRACTOR" and the CLIENT are the sole conditions applying between the CONTRACTOR and the CLIENT.
- 2.2 The headings to the paragraphs of the Conditions are included for reference purposes only and shall not in any way affect or govern the interpretation or construction of this AGREEMENT.
- 2.3 Unless the context clearly indicates a contrary intention, words importing –
  - i. anyone gender shall include the other gender;
  - ii. the singular shall include the plural and vice versa;
  - iii. natural persons shall include legal persons or entities.
- 2.4 "Month" shall mean the period commencing on the first day of any month, and terminating on the last day of the same month.

1. The Contractor agrees to monitor a radio transmitter or telephone communicator for the purpose of monitoring the alarm system installed at the physical address in the installation Schedule. The Contractor shall contact the customer or contact person by means of telephone at the number(s) stated overleaf should the alarm be activated. In addition, The Contractor Armed Response or other nominated reaction service provider and, if required and where this service is provided by them, the S.A. Police Services will be advised. Radio transmitters using our frequencies and/or telephone communications provided for this purpose shall at all times remain the property of The Contractor. The Customer shall not be entitled to remove, relocate or in any way tamper with the transmitter. Within a reasonable period after termination of this agreement, The Contractor shall be entitled to remove the transmitter. The Contractor is only obliged to make reasonable efforts to contact the customer.

2. The Contractor undertakes to respond to emergencies at the installation address directed to it by the Customer using the installed alarm system. Where The Contractor deems that service to the Customer may be improved by nominating third party reaction service providers, the response service may be subcontracted accordingly.

3. This agreement shall commence upon the date of acceptance of this agreement by The Contractor or on the date of receipt of the first monitoring fee, whichever is the latest, and shall continue on a fixed term period of one (1) month from that date. Thereafter the contract shall continue monthly. Termination shall be effected by either party delivering not less than 30 days notice in writing to the other, provided that such notice may only be given so as to take effect on or after the expiry of the contracted period and on the last day of a month. Such notice (and all other notices in terms of this agreement) shall be deemed to have been received on the date it is delivered or sent (if delivered by hand or sent by confirmed facsimile transmission) or 14 days after the date it is sent by prepaid registered post.

4. Any breach of contract by either party shall entitle the aggrieved party to cancel this agreement if the breach is not rectified within seven (7) days of the aggrieved party having delivered notice in writing to the other party calling upon it to do so. Such cancellations shall not prejudice the aggrieved party's rights (if any) to claim damages.

5. It is the responsibility of the Client to ensure that any changes to the information herein provided are advised to The Contractor in writing not less than 48 hours in advance. The Client agrees to use the system responsibly and to perform regular system testing in the correct format so as to ensure that the alarm system is fully operational and free from false alarms. Please refer to our User Guide and Standard Operation Procedure (which may change from time to time) as well as the alarm system operating manuals.

6. The Contractor shall not be liable for any costs resulting from a delay in rendering or for failure to render any service for any reason whatsoever including, but not limited to, circumstances beyond the control of The Contractor or the Client making or allowing to be made any repair or alteration to any part of the system. It is expressly agreed that equipment and service are provided in terms hereof for the purpose or minimising, as far as such equipment and service is reasonably capable of doing so, the risk of assault, burglary, robbery, or any other applicable cause of loss or damage, but not of eliminating such risk. The Contractor shall not be liable in contract or in delict or otherwise for any loss of whatsoever nature (including both direct and consequential loss) or death or injury arising from or caused by the rendering or failure to render any service in terms hereof, including any loss of or death or injury attributable to any wilful or negligent act or omission of The Contractor, its employees or agents.

7. (i) ownership of the radio transmitter vests in the contractor and that notwithstanding installation thereof, ownership will remain at all times with the contractor. Any damage to the radio transmitter after installation will be deemed to be caused by the client who will bear the costs incurred in repairing same;

(ii) the contractor shall not be liable for any damage incurred in installing the radio transmitter by its servants or employees unless such damage is the direct result of gross negligence by the contractor's employees. Under these circumstances, the contractor's liability shall be limited to the client's proven actual damages incurred and not consequential damages.

7. Both The Contractor and the Client agree to the jurisdiction of the Magistrate's Court in respect of all proceedings arising out of this agreement, notwithstanding the amount claimed or the nature of the claim, provided that either party may at its option institute action in the Supreme Court, in the event of legal proceedings being instituted by either The Contractor or the Client as a result of breach of this agreement, then the defaulting party shall be liable to pay the other party's legal costs on the scale as between attorney and client.

**8. INSTALLATION SCHEDULE**

**Acc No.** \_\_\_\_\_

<b>Physical Address:</b>	<b>Postal Address:</b>
	<b>Postal Code:</b>
<b>Email Address:</b>	
<b>Map reference:</b>	<b>Fax no:</b>

**9. CONTACT PERSONS**

<b>Name</b>	<b>Home Telephone</b>	<b>Work Telephone</b>	<b>Mobile Phone</b>

