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www.guardianproactive.co.za

Service Contract

Service description:

24 hour monitoring and reaction

Fees:

Monthly fee base rate: R 250.00 ("Monthly fee")

Annual network fee R 210.00 ("Annual fee")

Commencement date:

On installation of radio ("Start date")

Section 1: Monthly Services

1. The service provided is a 24 hour monitoring and response service, hereafter referred to as "The Service".
2. The alarm system consists of the equipment already installed at the client's premises, linked to our controlroom hereafter referred to as "The security system".
3. The company endeavors to monitor the security system, and when a radio signal is received to contact the client, and when necessary dispatch a response unit to investigate the reason for having received the signal.
4. The client confirms that the services will not be abused and will call on the company's armed response units only when necessary.
5. In order to ensure all equipment is maintained correctly and accordingly to prevent false activations and ensure proper operation of the security system, the client agrees to service his/her security system regularly, by a Guardian authorized technician only.
6. The client acknowledges and agrees that this agreement and more specifically the service is not conditional upon the functionality of the security system, and accordingly the client shall not be entitled to terminate this agreement or withhold any payments due to the company due to any defect in the security system.
7. The client acknowledges that the service was designed to minimize the risk of loss or damage so far as this can be done by the use of this type of service. The company does not, however, guarantee that the service cannot be tampered or interfered with or made to stop working by the client or any other person, and accordingly the client acknowledges that the company, its members, or its subcontractors shall incur no obligation, liability or responsibility whatsoever for any loss, damage, injury or death which the client or his/her invitees may suffer by reason of non-operation or failure of the service from any such removal, tampering, interference, stopping from working, or any cause whatsoever.
8. The client acknowledges and agrees that the company, its members, its employees or its subcontractors cannot be held liable in any way whatsoever for possible losses, injuries or death incurred to him/her, his/her premises or his/her invitees due to the suspension, termination or temporary unavailability of the services, timeous, delayed or non-arrival of the company's patrol units.
9. The company shall not be liable in any way whatsoever for damage incurred to the client's property whilst the company was trying to gain access to his/her premises, or whilst in pursuit of an intruder.
10. The client acknowledges that emergency classified events will receive priority over any other signal, request or event.
11. The client acknowledges that the company must be allowed reasonable access to his/her property in order for the company to fulfill its contractual obligations. Obstacles such as electric fencing, spikes, palisades, high walls, vicious pets, and/or any other obstacle that may delay, hinder or even prevent the company's patrol officers from entering the client's premises shall not under any circumstance whatsoever be non-performance.
12. The company does not accept responsibility for keys/remote controls given by the client in order to access his/her premises.
13. The company will only activate the service once the client has paid the company all monies owed.
14. The client acknowledges that the company cannot guarantee that the service will work continuously and without error, in particular where interruptions or errors are due to a cause beyond its control.

Section 2: Transmitting equipment

1. The company will connect the security system to its controlroom by means of a radio transmitters, GPRS transmitter or GSM transceiver.
2. All risk in and to the monitoring equipment will pass to the client upon installation.
3. The company reserves the right to immediately and without notice remove the monitoring equipment upon breach and/or premature termination of this agreement.
4. The client shall be responsible for the routine testing of the radio signal
5. **Back-up Battery I M P O R T A N T:** The security system's back-up battery is vital to its general operation and transmission of radio signals, and accordingly the client acknowledges that the security system's back-up battery must be replaced once every two years. to ensure proper operation and to prevent missed signals from the company's radio equipment.
6. The radio transmitter and antenna or GSM transceiver and antenna shall 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 a fixture or appurtenance of any such fixed property.
7. Notwithstanding the aforesaid, all risk of damage to and/or theft of the transmitting equipment passes to the client on installation.
8. The client acknowledges that upon breach and/or termination of this agreement, the company will de-install its monitoring equipment at the client's expense, on a date scheduled by the company.
9. The client hereby gives the company, its employees and its subcontractor's permission to have access to the monitoring equipment in order to maintain, replace and/or remove such equipment.

Section 3: Contract Term, Termination and Suspension

1. The initial term of our fixed term contract is **Twenty Four (24) months**, and the company offers as follows in return:
 - a) Free radio link to controlroom
 - b) Preferential base rate of R 250 per month instead of R 290 per month,
 - c) No price increase for a period of twelve (12) months from date of signing up. **NOTE:** this subclause is **NOT** applicable to month-to-month contracts.
2. Month-to-month contract terms are subject to a non-refundable R 350 installation fee, or less if the lesser amount is stipulated on page 1.
3. The client is able to terminate this agreement with effect from the expiry of the initial term by giving the company a calendar month written notice, commencing on the first day and ending on the last day of the given month, twenty (20) business days prior to the expiry of the initial period. Should no notice be given, this contract will continue on a month-to-month basis at our prevailing rates, governed by the terms and conditions contained in this contract.
4. Should the client wish to terminate our fixed term contract or month-to-month contract as per clause 3 above, the following will apply:
 - 4.1 The client must give the company a calendar month (1st day until last day of month) written notice of twenty (20) business days
 - 4.2 All monies owed by the client to the company will become due immediately
 - 4.3 In the event of this contract being terminated prematurely, i.e. before the initial fixed term period is over;
 - 4.3.1 The client will reimburse to the company any free, discounted or preferential rates it may have received ,
 - 4.3.2 A penalty fee equivalent to 75% of the remaining contract term value should this contract not have been terminated will be payable immediately (Penalty fee = remaining months x monthly subscription x 75%).
5. The company may terminate this agreement in writing immediately if the company's controlroom is destroyed or so badly damaged that it cannot reasonably provide the client with the agreed upon additional monthly services, or if the company cannot arrange or keep the telecommunications or other communication facilities needed to transmit the signal from the security system to the company's controlroom.
6. The company, without any prejudice to any other rights it may have, may either terminate this agreement or suspend this agreement for a period the company considers appropriate if any of the following apply:
 - 6.1 The client fails to make timeous payment of any amount due to the company;
 - 6.2 If any legal proceedings are taken relating to the security system or the additional monthly services;
 - 6.3 If the client fails to follow any recommendations the company makes for repairing or replacing faulty or old parts of the security system, or for repairs and/or maintenance to the client's premises which the company considers necessary for the security system to function properly;
 - 6.4 If the client does not follow the instructions or if, for any other reason which is or ought to be within the client's control, there is an excessive (at our sole discretion) number of false alarms.
 - 6.5 If the client changes his/her premises in such a way that the company believes it is no longer viable to provide the service.

1. The company will charge a prorata amount for services used, full radio network fee, and an activation fee upon commencement of services.
2. Preferential rates are subject to the client's account being up to date for the duration of the contract.
3. **Monitoring & Armed Response:** All payments are to be made payable to the company, free of exchange, deduction or set-off, by monthly Debit-order.
4. **Service calls and equipment supplied under R 1000:** All payments are to be made payable to the company, free of exchange, deduction or set-off, by debit-order, and the client hereby authorises such deduction and will treat any such deductions as if they had been signed by him/her, and do not need individual authorization.
5. **Annual Network Fee:** An annual network fee is payable on commencement of services and every January thereafter for as long as the company's radio equipment remains in the client's possession, and the client hereby authorises such deduction and will treat any such deductions as if they had been signed by him/her, and do not need individual authorization
6. Payment for the service is due by debit-order and is payable in advance on a monthly basis for as long as the agreement remains active.
7. EFT (manual) payments are due in advance every six months. EFT accounts are levied an administration levy of R 75 per month.
8. In the event of the client cancelling the service and accordingly the installation of the radio equipment prior to installation, a R 200 cancellation fee is payable to the company to cover expenses.
9. No cancellation of order or refunds will be considered after installation.
10. The company may increase its fees after the first twelve months after services commenced, and thereafter every September. This clause serves as notice of every such increase, and replaces individual notices advising the client of any increases.
11. A reactivation fee of R 125 is payable when this agreement was suspended for whatever reason.
12. False alarms must be kept to an absolute minimum, and the company reserves the right to charge a fee for all such call outs the company in its sole discretion deems to be unnecessary.
13. The client agrees to pay R 1200 for the company to replace it's radio transmitter should same not be received on the scheduled date of de-installation.
14. Service call outs in order to maintain the security system will be charged for and are payable to the company prior to the company's technicians being dispatched to the client's premises.
15. In the event that the client's premises is in a location where our normal VHF radio signal does not work reliably and satisfactory, a GPRS unit will be installed and an additional monthly fee at our prevailing rates to accommodate for GPRS network fees will be charged.
16. The company shall be entitled to recover from the client all costs of administration and all legal costs, including attorney and own client costs and any collection commissions incurred by the company in or about the enforcement of any of the client's obligations under this agreement.
17. Interest at the maximum legal rate allowable from time to time is chargeable on all outstanding amounts, calculated from the date that the same were due, to the date of payment received by the company.

Section 5: General

1. The client gives permission for the company to display a minimum of two signboards on his/her premises.
2. I confirm that all products and/or services and fees have been explained to my satisfaction and that I have made an informed decision regarding these. I further confirm that an exact sample of the service sold was/were presented to me for my examination prior to my acceptance of this agreement.
3. The company is entitled to transfer all its rights and obligations under this agreement to another party, and the client hereby accepts and approves of any such transfer of rights and duties. In the event of any such transfer of our rights and obligations, all of the company's obligations to the client under this agreement shall automatically be discharged.
4. The client hereby consents to the jurisdiction of the Magistrate's court having jurisdiction over your premises in respect of any actions by the company arising under this agreement or the implementation or cancellation or termination thereof. The client agrees that this consent is severable from this agreement and shall apply even in the event of the termination of the agreement.
5. The client chooses as his/her *domicilium citandi et executandi* (address at which legal proceedings may be instituted) for all purposes under this agreement, whether in respect of court process, notices or other documents or communications of whatsoever nature the address and/or email address as stated on the attached customer information sheet of this agreement.
6. The client may not cede, delegate or transfer his/her rights and obligations under this agreement to any other party.
7. If the client's a tenant at the premises, the landlord shall become party to this agreement and the liability of the client and the landlord to the company shall be joint and several.
8. If the court finds that any part of this agreement is unenforceable but can be kept separately from the rest of the agreement, this will not affect the remainder of this agreement.
9. The client hereby gives consent for the company to share his/her information under the enforcement of this agreement. The client's information **will not** be shared with a third party for marketing purposes.

Acceptance of services and Terms & Conditions

Customer details were submitted online via our server join.guardianproactive.co.za and accordingly our documents were not physically signed.

It is agreed that the client accepts these terms and conditions when submitting their details to subscribe to our services, and further confirms his/her awareness of having subscribed to our services, subject to our above Terms and Conditions by making a payment in respect of, or allowing us to deduct from his / her bank account the monthly subscription and/or annual network fee and/or sign-up fee.