## CITY BOWL ARMED RESPONSE

MEMORANDUM OF AGREEMENT MADE AND ENTERED INTO BY AND BETWEEN



### CITY BOWL ARMED RESPONSE CC

162 Upper Buitenkant Street, Gardens
P.O.Box 12288 Mill Street 8010 TEL: 0860 15 15 15 Fax: 0860 15 15 16
Vat Reg no. 4240192429
Co. Reg no. CK99 18622/23



General Inform	ation	Radio Tx	••••	Comm Tx	••••	Password	••••
Trading/			<u> </u>			Title	
Surname							
						Initials	
Building					Id No/Co		
Na me					Reg		
					Building no		
Street					Rd,Cls,Ave,		Street No
Na me					Str, Way		
Suburb							
Special Instructions:	dogs, Acc	ess, Etc					
VAT Registration	<b>.</b>						
Week open	Week Clo	ose S	Sat Open	Sat Clos	se S	Sun Open	Sun Close

### 1.DEFINITIONS

- 1.2 .The Commencement Rate shall mean the consideration payable by the client to City Bowl as at the commencement of this agreement.
- 1.3 .The Service shall mean a Monitoring and or Armed Response Services in terms and conditions recorded herein.

#### 2.RESPONSE

- 2.1.City Bowl shall provide either a monitoring and or Response Service.
- 2.2. Twenty-four Hour Monitoring of the client's premises by either and or telephone communicator and radio.
- 2.3. The rapid arrival of the Reaction Units with Response staff, to deal with either security or medical emergencies, as well as to notify the necessary emergency authorities.
- **2.4.** The testing of response times are strictly prohibited and should the client fail to adhere to this, a penalty will be levied to the value of R250.00.

### 3.CONTRACT TERMINATION

- 3.1. This agreement shall be for a 12-MONTH period from the commencement date. Thereafter a 30 days notice period in writing is required.
- 3.2. Should the client not wish to renew the contract, 20 working days written notice is required prior to the anniversary date.
- **3.3** Should the client cancel the contract at any other time than specified in 3.1, the Consumer Protection Act allows us to impose a reasonable cancellation penalty fee.
- 3.4. City Bowl can at any time give the client 2 months written notice of cancellation of the contract.

#### 4.MONTHLY FEE

- **4.1.** In consideration of the service provided by City Bowl in terms hereof, the client shall pay the sum of **R......** per month / annum. There will be an annual increase of no more than 10% to meet increased supplier costs and staff increases.
- 4.2. The monthly fee shall be paid monthly in advance.
- **4.3**. Any overdue amounts can result in the service being suspended without prior notice.
- 4.4 Should the debit order be returned for any reason, not being the fault of CBAR the client will be charged an administration fee of R68.40 Vat incl. per return.
- **4.5** Failure by the client to pay the monthly fee as agreed to in this agreement, CBAR shall institute legal proceedings against the customer without prior warning and the services will be suspended with immediate effect. ITC and the CUSTOMER'S insurance company will be informed. The customer shall be obliged to pay all legal fees/incurred by

CBAR including attorney and own client fee's and such collection commission as CBAR is obliged to pay its Attorney / tracing agents.

## 5. ALARM EQUIPMENT AND ALARM SERVICING

- 5.1. CBAR is a SAIDSA approved installer and recommends our technical service / installation department for all technical work.
- **5.2.** All technical work is not included in the monitoring / Armed response fees.
- **5.3.** Clients who have existing alarms installed prior to joining City Bowl shall remain responsible for their own repair and maintenance of said equipment.
- 5.4. City Bowl accepts no responsibility whatsoever to the maintenance and/ or malfunctioning of any alarm system.
- **5.5.** The installers of alarm systems are not part of CITY BOWL ARMED RESPONSE cc. The company only recommends certain alarm installers accredited by the industry.
- 5.6 Any radio transmitter installed remains the property of CBAR the client only pays an installation fee. The client is responsible for an annual radio licence connection fee as required by ICASA.
- 5.7. Should CITY BOWL ARMED RESPONSE be required to carry out any technical work on a clients alarm system, payment shall be due prior to any appointment being made and/or work being done.
- **5.8.** All guarantee work which is done on alarm systems or equipment will be done during normal office hours at no charge. Normal office hours are 08:30 until 16:00 Monday to Friday excluding public holidays. If guarantee work is requested out of hours specified overtime rates will apply.
- **5.9.** When an alarm/panic system is installed by a private installer or company other than CBAR, it remains the responsibility of that installer to ensure all signals are received by our control centre and that the radio transmitter and phone line, link up is complete.
- **5.10.** Should the client have more than three false alarms per month, due to a malfunctioning alarm system, an additional fee may be levied per call out.

#### 6. INDEMNITY

- **6.1.** The client hereby gives City Bowl permission to arrest any persons found to be committing a schedule one offence as per the criminal procedure act 51 of 1997 as well as persons found trespassing on the premises.
- **6.2.** The client hereby gives permission for firearms to be brought onto the premises and to be discharged as deemed necessary by the armed reaction personal. The client waives the right to any claims, which the Client may enjoy as Consequence thereof including damage to property or possessions.
- 6.3. City Bowl shall not be liable for any damages or consequential loss however arising.
- **6.4.** City Bowl cannot be held responsible for any arrests, injuries, deaths (including client's immediate family) or damage to property that may occur in the performance of the duties contracted herein.

## 7. CHARGES INCL OF V.A.T

SERVICE SPECIFICATION	NS:					
DOMESTIC	COMMERCIAL	UPGRADE	LINKUP	OTHER		
A.TELEPHONE MONITOR	RING			R		
B.RADIO MONITORING		1				
C. BICYCLE PATROLS	R					
D. ARMED RESPONSE ON	R					
E. ARMED RESPONSE AND	AND BOBBY ON THE BEAT					
F.OPEN AND CLOSED REI	R					
G.OTHER: SPECIFY			·	R		
			TOTAL	R		

## 8.DOMICILLIUM CITANDI ET EXECUTANDI

The client hereby appoints the premises as set forth above as his domicillium citandi et executandi, as well as the address for the service for documents and other purposes incidental to or arising out of this agreement.

Dated at	this	day of	20			
Signature:		For and l	oehalf of CITY BOWL RESI	PONSE co		
Dated at	this	day of	20			
Signature:	For and behalf of the client.					

# CITY BOWL ARMED RESPONSE CLIENT INFORMATION SHEET

POSTAL ADDRESS FOR CORRESPONDANCE:							
PERSON RESPONSIBLE FOR ACCOUNT:							
ID NUMBER:							
PREMISES TEL:							
FAX TEL: EMAIL ADDRI	ESS:						
SPOUSES DETAILS:	1		1		1		
CHILDREN /STAFF	AGE		RELATIONSH	IP			
1							
2							
3							
4							
CONTACT NUMBERS	HOMI	E	WORK		CELL		
DOCTOR/MEDICAL			CONTACT NO				
MEDICAL CONDITION:							
			T				
ALARM INSTALLER:			TEL:				
MONITORING CO:		TEL:					
RESPONSE CO:		TEL:		DANET			
TYPE OF ALARM		POSITION OF PANEL					
ZONE TYPES							
1		4		7			
2		5		8			
3		6		9			
VEHICLES ON PREMISES		COLOUR		REGISTRATION			
1							
2							
3							
4							
DOMESTIC/HELPERS NAMES		SURNAME		DAYS/TIMES			
ALARM WORK TO BE DONE:							