

**EQUIPMENT SALE AND/OR HIRE & RELATED SERVICES AGREEMENT**

Between

AMG SECURITY MANAGEMENT (PTY) Ltd T/A ATLAS SECURITY

("ATLAS")

3 Packer Road, Sydenham, Gqeberha, 6001

And

(The "Client")
(Together the "Parties")

Date:						
Nature of Agreement:	New <input type="checkbox"/>	Link Up <input type="checkbox"/>	T/Over <input type="checkbox"/>	Turn <input type="checkbox"/>	CCTV <input type="checkbox"/>	Other <input type="checkbox"/>
Client Reference Code Generated:						
Agreement reference number:	C	T				

Client Details	
Signatory Identity number:	
Company Registration Number (if applicable):	
Authorised representative (if Client juristic person):	
Physical Address:	
Postal Address:	
Contact telephone number:	
Contact email address:	
Vat. Number (If Applicable):	
Consultant Name & Surname:	
Agreement Period:	Monthly <input type="checkbox"/> 12 Months <input type="checkbox"/> 24 Months <input type="checkbox"/> 36 Months <input type="checkbox"/>

INTRODUCTION

This Agreement between ATLAS and the Client is categorised in sections, namely:

Section A: General Terms and Conditions – this section will always be completed by the Client and applies to all following sections, where such sections are, chosen, completed and/or signed by the Client.

Section B: Equipment – this section will be completed if the Client elects to purchase / hire equipment.

Section C: Monthly Services – this section will be completed if the Client elects certain services and comprises various sub-categories;

Section D: Site Details – this section will be completed if the Client elects services noted in section C, which relates to the premises where the services are to be rendered.

Section E: Payment Method Confirmation – the Client will indicate their preferred method of payment in this section and complete the fields necessary based on their selection.

Witness Signature _____

Client Signature _____

Consultant Signature _____

Atlas Signature _____

SECTION A – GENERAL TERMS AND CONDITIONS**1. DEFINITIONS**

- 1.1 "Access to Premises" means the ability for a person to be able to either walk and/or drive into the general yard area of the Premises in order to reach the building(s) on the premises.
- 1.2 "ATLAS" means AMG SECURITY MANAGEMENT (Pty) Limited trading as ATLAS SECURITY and includes its directors, executives, agents, employees and sub-contractors.
- 1.3 "Alarm System" means the alarm apparatus and other interconnected equipment, including but not limited to: Alarm Control Panels, Electric Fences, CCTV Cameras, etc. installed at the Premises of the Client which is configured to communicate a signal to the ATLAS Control Room.
- 1.4 "CCTV" means Closed Circuit Television specifically and other interconnected equipment in relation to CCTV which will allow ATLAS to view happenings through this equipment remotely from the ATLAS Control Room.
- 1.5 "The Client" means the person/s, association, partnership, company, close corporation or trust with whom this Agreement is concluded.
- 1.6 "Initial Price" means the purchase price of the equipment and/or installation costs, in terms of Section B, either to be paid to ATLAS, where there is a full purchase by the Client, or is for descriptive record keeping purposes, where the equipment is financed through a third-party financier or hired from ATLAS.
- 1.7 "ICASA" means the Independent Communications Authority of South Africa.
- 1.8 "Monthly Rate" means the costs of the ongoing monthly services and/or hiring of equipment, in terms of the selected sections herein under.
- 1.9 "Premises" means the premises at which the equipment, monitoring services and/or reaction services are situated or rendered.
- 1.10 "SOP's" means the standard operating procedures of ATLAS, that may be amended from time to time.

2. BASIS OF AGREEMENT

- 2.1 ATLAS sells to the Client, who purchases from ATLAS, the ongoing monitoring services, reaction services and/or equipment, as per the selected sections herein under.
- 2.2 The Parties specifically acknowledge and agree that the sole function of the equipment and/or services to be provided by ATLAS, in terms of this Agreement, is to attempt to minimise the risk of loss, injury or damage by fire, theft, burglary, attack and/or vandalism. ATLAS gives no undertaking, warranty or guarantee that the equipment and/or services to be provided will minimise or prevent any such risk or loss, injury or damage.
- 2.3 This agreement will only be valid and enforceable upon the signed acceptance of the agreement by an authorized ATLAS representative, as nominated by the Directors of ATLAS from time to time.

3. THE AGREEMENT AND PERIOD OF AGREEMENT

- 3.1 This Agreement shall operate, from date of signature hereof, until (whichever is earlier):
- 3.1.1 The lapsing of the period selected on page one (1) of this agreement from the signature date hereof. The aforementioned is subject to the condition that should any promotional offers been granted to the Client, in the form of "free months services", at the commencement of this Agreement, such months are to be added to the period on page one (1); or
- 3.1.2 A period of twenty (20) business days has elapsed since notice of cancellation has been given, by either of the Parties.
- 3.2 This Agreement may not be ceded or assigned by the Client without the prior written consent of ATLAS. ATLAS may cede or assign all or any of its rights and obligations hereunder, in such instances ATLAS shall inform the Client of its intention to do so in writing.
- 3.3 This Agreement is the entire agreement between ATLAS and the Client and ATLAS shall not be bound by any representations, undertakings, conditions or warranties, express or implied, not incorporated herein. No variation, waiver of rights, release from any obligation or consensual cancellation shall have any effect unless reduced to writing and signed by the parties.
- 3.4 No indulgence, latitude, extension of time or omission by either party shall constitute a waiver of any of its rights in terms of or arising out of this Agreement and shall not amount to a condonation of any act or omission on the part of the defaulting party and such conduct shall not, in any circumstances whatsoever, give rise to a defence of Estoppel.

4. AUTHORITY

- 4.1 The Client, Representative and/or signatory of this agreement, on behalf of the Client, confirms that he/she has the necessary authority to act on behalf of the Premises and/or Client and/or Company which is bound by this agreement. Where it is found that such authority, in full or in part, did not exist at the time of this agreement being concluded, the signatory hereto accepts responsibility and liability for all aspects hereof in their personal capacity.
- 4.2 The Client, Representative and/or Signatory of this agreement, on behalf of the Client, declares that all information provided herein, including but not limited to banking information for debit order purposes, is correct and that he/she has the necessary authority to grant the permissions provided within this agreement. Where it is found that such authority, in full or in part, did not exist at the time of this agreement being concluded, the signatory hereto accepts responsibility and liability for all aspects hereof in their personal capacity.
- 4.3 The Client hereby authorises any key holder to provide instructions to ATLAS to provide any goods and/or services, at the prices specified and/or quoted by ATLAS, to the Client, including any debit order instructions.

5. CANCELLATION

- 5.1 In the event that the Premises are destroyed, making it impractical or impossible for ATLAS to continue to render any services in terms of this Agreement, ATLAS or the Client may cancel this Agreement, without penalty, by way of written notice, provided that all amounts owing to ATLAS at the time of such destruction will remain due and payable.
- 5.2 In terms of the Consumer Protection Act No. 68 of 2008 (the "CPA"), the Client may cancel this Agreement by giving ATLAS twenty (20) business days' written notice, before the lapsing of the period selected on page one (1) of this agreement from the signature date hereof. In such event the Client is liable for a reasonable cancellation fee which ATLAS may impose in terms of the CPA. Such reasonable cancellation fee would consist of 1) 50% of all future monthly, recurring fees; 2) a R750 charge for disconnection and collection of equipment owned by ATLAS; 3) Repayment of 100% of the value of free months services, granted to the Client, as mentioned in clause 3.1.1 above.
- 5.3 Where the period of this agreement, selected on page one (1) hereof, is reached and no cancellation notice has been received by ATLAS from the Client, this agreement will continue to remain in effect on a month-to-month basis, until such time as a written cancellation notice has been received by ATLAS, from the Client.
- 5.4 Cancellation of this Agreement is permissible, without prejudice to the cancelling party, in any justifiable circumstance concerning the default provisions hereinunder.

6. INSTALLATION

- 6.1 Upon prior notice, the Client, with reasonability, shall provide ATLAS with access to the Premises for any purpose related to any equipment relevant to this Agreement.
- 6.2 ATLAS shall not be required to undertake any work, involving installation, other than between the hours of 08:00 and 17:00 on weekdays, excluding Saturdays, Sundays and Public Holidays. Any work, involving installation, undertaken outside of these times will be subject to additional costs, for the Client's account.
- 6.3 Upon installation, the equipment shall be deemed to be in good working order, unless ATLAS receives written notification from the Client to the contrary within seven (7) days of installation thereof.
- 6.4 The obligation of ATLAS, regarding any installation of goods and the services relating thereto, shall be limited to the installation of such goods to a neat and functional standard only. ATLAS shall in no way be responsible to perform any cosmetic and/or aesthetic works regarding any property of a CLIENT, including but not limited to the following: sourcing and/or acquiring paint and related materials, repainting any surface, matching colours, filling any holes on any surface, concerning any goods removed etc.". Any cosmetic and/or aesthetic works shall be the sole obligation of the CLIENT to perform, should the CLIENT be desirous to do so.
- 6.5 Any authority granted to ATLAS, in terms of clause 4 above, shall include debit order authorizations, concerning any installations and/or goods provided by ATLAS.

7. WARRANTY

- 7.1 It is acknowledged that all equipment supplied by ATLAS pursuant to this Agreement is purchased from a third-party supplier. Accordingly, ATLAS shall assign to the Client any warranties which Atlas may have received from the suppliers of such equipment on a pass-through basis. ATLAS shall furthermore co-operate with the Client and the third-party supplier, in order to remedy any defects involving equipment, in accordance with the supplier's warranty period and conditions.
- 7.2 Save for the supplier's warranty referred to above, ATLAS provides no warranty that the equipment supplied in terms of this Agreement will be free from defects.

Witness Signature _____

Client Signature _____

Consultant Signature _____

Atlas Signature _____

8. MONITORING SERVICE

Where monitoring services are selected by the Client, in terms of the below sections, the following shall apply:

- 8.1 The Client shall furnish ATLAS with a Clearance Cancellation Code (Password), which shall be communicated to ATLAS by the Client or any other person at the Premises immediately in the event of any accidental activation of the Alarm System.
- 8.2 Where telephonic and/or cellular network monitoring applies, the Client shall be solely responsible for any amounts and/or additional charges incurred and due to any third party as a result of such monitoring.
- 8.3 ATLAS shall monitor alarm signals from the Premises, as per the SOP's of ATLAS, which may be updated from time to time, in accordance with industry standards generally prevailing, and notify necessary parties of alerts received by the control room of ATLAS.
- 8.4 Should any anomaly/difficulty be encountered concerning the monitoring of the Alarm System and/or CCTV System, resulting in repeated signals, ATLAS reserves the right, to exercise its unfettered discretion, to inform the Client, of ATLAS's intention to suspend monitoring services to the Client, until such anomaly/difficulty has been remedied by the Client.
- 8.5 Where outdoor detection devices such as beams, electric fences, CCTV cameras, etc. transmit overactive signals, ATLAS shall have the right to, without reason and/or explanation but with prior notice to the Client:
 - 8.5.1 Ignore signals from these devices;
 - 8.5.2 Change such devices from reporting to non-reporting ("local warning"); and/or
 - 8.5.3 Disconnect such devices from the main alarm and/or CCTV surveillance system;
 - 8.5.4 Terminate services forthwith
- 8.6 The Client must specifically agree to participate in any waiver of the SOP's of ATLAS, insofar as response to the positive activation of the Alarm System is concerned, the details of which waiver is to be reduced to writing and agreed upon by both parties.
- 8.7 During extraordinary conditions, such as load shedding, poor weather conditions, etc. which can cause excessive false alarm signals, ATLAS reserves the right to deprioritize and/or ignore non-emergency signals received, at their own discretion, in order to minimize risks to clients in real need of its service(s) at the time. Emergency Signals are deemed to be: Panic, Burglary, Duress and Tamper, all other signal types are deemed to be non-emergency.
- 8.8 The Client remains responsible for ensuring that the system being monitored, as noted in Section B hereof, along with all peripherals associated with such system, is kept in proper working order at all times. Any shortcomings/failures of the system and/or any of the peripherals associated with such system, including events such as "loadshedding", which may result in ATLAS not receiving a signal or being able to provide an effective monitoring and/or response service, due to such failure, will be at the risk of the Client.
- 8.9 Any authority granted to ATLAS, in terms of clause 4 above, shall include debit order authorizations, concerning any monitoring services performed by ATLAS.

9. REACTION SERVICE

Where reaction services are selected by the Client, in terms of the below sections, the following shall apply:

- 9.1 ATLAS shall, on receipt of an alarm signal, verify the alarm signal by telephoning the Premises at which the alarm is situated, or the primary nominated Keyholder and, unless ATLAS is notified of an accidental activation, ATLAS shall:
 - 9.1.1 Dispatch a Reaction Officer to the Premises who will visually inspect the accessible parts and/or areas of the premises and buildings, and;
 - 9.1.2 Notify the Client or Keyholder telephonically and arrange to meet the Client or Keyholder at the Premises at a specified time, where after the Reaction Officer will wait for no longer than fifteen (15) minutes after the specified time for the Client or Keyholder, and;
 - 9.1.3 Notify the South African Police Service if signs of hold-up or entry at the Premises has been noted and request that they attend at the Premises.
 - 9.1.4 Where the Client or Keyholder opts not to meet our Reaction Officer on site, in order to facilitate a thorough inspection, both inside and out, and no noticeable signs of hold up or entry is detected, the Client accepts that all associated risks and responsibilities will fall to the Client; and Atlas will be released of further obligation and responsibility relating to that reaction
- 9.2 Although the Reaction Officers shall use reasonable endeavours to prevent or hinder the occurrence of any crime at the Premises, they shall not be obliged to apprehend or arrest any person, nor to use any physical force. However, the Client hereby authorises the Reaction Officers to apprehend or arrest any person committing any offence on the Premises and to use reasonable force for this purpose.
- 9.3 ATLAS shall provide Reaction Services, as per standard operating procedures of ATLAS, which may be updated from time to time, in accordance with industry standards generally prevailing.
- 9.4 If reaction is required at the premises more than twice in any calendar month, as a result of false alarms, which false alarm activations are not cancelled in terms of the above provisions, then and in such event the Client shall be liable for an amount equal to 1 (one) months monitoring and/or reaction fee for each attendance in excess of the two (2) attendances. In addition to the aforementioned, ATLAS shall have the right to terminate any related services forthwith. Should ATLAS elect to terminate this Agreement, the Client shall be liable for any charges, including cancellation fees, mentioned herein.
- 9.5 In accordance with SAIDSA (South African Intruder Detection Services Association), the Client is under no circumstances allowed to "test response times" by purposefully generating an alarm signal in order to see how long the response vehicle takes to arrive. In the event the Client is found conducting such "test" the Client will be liable for a call out fee equal to 1 (one) months monitoring and/or reaction fee for each attendance.

10. MAINTENANCE SERVICES

- 10.1 The obligation for maintenance services, shall be dependent on the selected services by the Client.
- 10.2 Where maintenance services are included, ATLAS shall conduct routine repair and maintenance activities, of the equipment, at ATLAS' expense. However, where in ATLAS' opinion, such repair or maintenance relates to either:
 - 10.2.1 Faulty or inoperative equipment not necessitated by normal wear and tear, or
 - 10.2.2 Relates to damage caused to the equipment by the Client,
 ATLAS shall not be responsible for the costs of repair or maintenance of such equipment, but which costs the Client shall be liable for.
- 10.3 Where, in the opinion of ATLAS, the equipment has reached the end of its useful and ordinary life, ATLAS may refuse to conduct any repair and/or maintenance services.
- 10.4 ATLAS gives no guarantees that the service will be provided on the same day as ATLAS is notified of any maintenance required.
- 10.5 ATLAS shall not be required to undertake any work, involving repairs and maintenance, other than between the hours of 08:00 and 17:00 on weekdays, excluding Saturdays, Sundays and Public Holidays. Any work, involving repairs and maintenance, undertaken outside of these times will be subject to additional costs, for the Client's account.
- 10.6 Where maintenance services are not included in services selected by the Client, the Client shall be responsible for all repair and maintenance activities.
- 10.7 Where repair and maintenance activities fall to be excluded under either 10.2 and/or 10.6 above, any repair and maintenance activities undertaken, either at the instruction of the Client, or otherwise, will result in ATLAS being entitled to levy the following related charges (including VAT), as a recovery of costs from the Client:
 - 10.7.1 Material Costs; and
 - 10.7.2 Labour Costs (including a labour callout fee).
- 10.8 Notwithstanding the aforementioned, the duty shall rest on the Client to regularly test the ordinary functioning of the entire system (Recommended to do so every 3 months) and to ensure that the system, along with all its components, remain in an optimal working condition, in accordance with manufacturers specifications, insurance requirements, Client's expectations, etc.
- 10.9 In the event the Client elects to engage any third party to assess, repair, modify, or otherwise interact with the electronic equipment, components, or any part thereof, regardless of ownership rights, which form part of the system being monitored, serviced, or repaired by ATLAS, ATLAS shall be absolved of all responsibility and liability for the functionality, reliability, and performance of the equipment or components. This includes, but is not limited to, any failure to detect or perform in accordance with the Client's or any third party's expectations. Furthermore, ATLAS shall not be liable for any direct or indirect consequences arising from the involvement of such third parties, including, but not limited to, the failure of the equipment to meet specified standards or operational requirements.
- 10.10 Any authority granted to ATLAS, in terms of clause 4 above, shall include debit order authorizations, concerning any maintenance services performed and/or goods provided by ATLAS.

Witness Signature _____

Client Signature _____

Consultant Signature _____

Atlas Signature _____

11. OLD / PRE-EXISTING EQUIPMENT

- 11.1 ATLAS provides no warranties as to the functioning and/or condition of any equipment, which forms part of the system, acquired / installed before the entering into of this contractual relationship between the Client and ATLAS.
- 11.2 Within fourteen (14) days of ATLAS having taken over any pre-existing equipment, as provided for above, ATLAS may insist that new equipment is installed at the Premises, owing to faults and issues related to such equipment. Should the Client not be amenable to the installation of new equipment, ATLAS shall be entitled to terminate, by way of written communication, any services relating to such equipment, without prejudice and/or penalty to ATLAS or the Client.
- 11.3 The Client understands that the quality of equipment forming part of the alarm systems shall deteriorate over time.
- 11.4 As a result of the above and as stated above, the duty shall rest on the Client to regularly test the ordinary functioning of the entire alarm system, including each of its associated peripherals to ensure that the system, along with all its components, remain in an optimal working condition, in accordance with manufacturers specifications, insurance requirements, Client's expectations, etc.
- 11.5 The Client understands that it is the Client's responsibility to ensure that all existing equipment, including electric fences and such, conform to any industry standards stipulated as well as any laws governing the installation and/or use of such equipment.

12. THIRD PARTY EQUIPMENT (HARDWARE AND SOFTWARE)

- 12.1 The Client shall not hold ATLAS liable as a result of any hardware and/or software updates by providers of such hardware and/or software, which shall adversely affect the functionality and compatibility of such hardware and/or software with other equipment.
- 12.2 Accordingly, the Client shall approach the supplier of such hardware and/or software directly for any relief and/or compensation relating thereto. ATLAS undertakes however to provide the Client with all reasonable assistance in any such interactions with the suppliers of such hardware and/or software.
- 12.3 Notwithstanding the above, ATLAS shall endeavour to minimise any adverse impacts by making reasonable representations to the supplier of such hardware and/or software.

13. PET FRIENDLY SENSORS AND REMOTE ARMING/DISARMING

- 13.1 While so-called pet friendly sensors are designed to allow pets to roam freely, without triggering a positive alarm signal, the very nature of such sensors can seriously compromise security. The Client acknowledges the fore mentioned and is encouraged to seek alternatives concerning pets and any related alarm system.
- 13.2 Although remote arming and disarming of alarm systems are possible, ATLAS does not recommend such system to be used, owing to the increased risks of signal jamming/cloning and/or remote theft and loss.

14. ACCESS TO PREMISES

- 14.1 It is the responsibility of the Client to provide the necessary access to the Premises, especially where physical barriers are in existence. Any barriers shall have the effect of injuring reaction officers' and limiting their ability to respond to and/or investigate any positive activations of the alarm system, relating to the Premises and/or render any assistance in emergency situations.
- 14.2 For the above reasons, ATLAS recommends that the Client engages with Atlas and provides permission for key safes, master locks, gatekeeper equipment and/or like systems to be installed, involving the Premises.

15. DUAL MONITORING

- 15.1 It is recommended that an Alarm System be monitored via two (2) or more independent communication methods, in order to reduce the risk of an alarm signal not being received by ATLAS.
- 15.2 All communication devices installed remain the property of ATLAS, unless stated otherwise in writing. Upon termination of this agreement, for whatsoever reason, the Client agrees to ensure that ATLAS recover the communication device(s). Failure to allow recovery, the Client will incur a cost of R1 500.00 (one thousand five hundred rand), excluding VAT, for each device, in order to allow for the replacement of such device(s).
- 15.3 Where a device has been damaged or lost, for whatsoever reason, the Client will incur a cost of R1 500.00 (one thousand five hundred rand) excluding VAT. for each device in order to allow for the replacement of such device(s).
- 15.4 The Client hereby accepts and understands that all alarm monitoring communication devices, along with their communication network are manufactured, managed and maintained by third parties whom ATLAS have no control over. Although ATLAS will, within its own limited ability, attempt to ensure continuous service of these third party devices and communication networks, ATLAS cannot guarantee that these devices and/or communication networks will not fail for any reason.

16. DUTY TO UPDATE INFORMATION

- 16.1 It is the responsibility of the Client to ensure that any change in information pertaining to the Client shall promptly upon such change be made known to ATLAS, by way of written communication. Atlas shall update any such information on its system and profiles, concerning the related Client as soon as possible after receipt of same.

17. SAIDSA STANDARDS AND INSURANCE CLAIMS

- 17.1 An overwhelming majority of insurance companies require any insured alarm system to be approved by the South African Intruder Detection Services of South Africa (SAIDSA). ATLAS shall only be in a position to validate the compliance of any alarm system which was both provided and installed by ATLAS. In addition to the above, should the Client deviate from recommendations made by ATLAS, there may be insurance claims which are repudiated by insurers. Should the Client act contrary to the advice given by ATLAS, the Client acknowledges that there shall be an increased risk of repudiation of insurance related claims, as between the Client and their insurer.

18. OWNERSHIP, RISK AND INSURANCE OF EQUIPMENT

- 18.1 All equipment sold in terms of this Agreement, in respect of a full purchase, is movable property and ownership thereof remains vested in ATLAS and shall not pass to the Client until the Client has made payment to ATLAS of the Initial Price, as reflected in Section B.
- 18.2 Where equipment is financed, through a third-party financier, ownership, risk and insurance concerning equipment shall be governed by a separate agreement between the Client and the relevant third-party financier.
- 18.3 All equipment hired from ATLAS, by the Client, as indicated in this agreement or any other document of ATLAS, shall remain the property of ATLAS throughout the period of use by the Client.
- 18.4 All risk of loss, damage, destruction or otherwise in and to any purchased and/or hired equipment shall pass to the Client on installation thereof at the Premises.
- 18.5 In respect of a full purchase of equipment, the Client shall, before taking delivery thereof and until the Initial Price has been paid to ATLAS, insure, at their own cost, the equipment against all insurable risks with a registered insurer for such a sum as specified by ATLAS from time to time.
- 18.6 Should the Client fail to fulfil their obligations in terms of Clause 18.5 above, ATLAS shall be entitled, but not obliged, to carry out, on behalf of the Client, such obligations and, to this end, expend such sum/s of money as ATLAS, in its sole discretion, may consider necessary or desirable. ATLAS shall be entitled to recover any sums so expended regarding the Client, either on demand or by adding such sums to the Initial Price or Monthly Rate.
- 18.7 The Client shall, at all times where they are not the owner of the equipment, keep such equipment in their possession and control and take reasonable care in the use of the equipment and shall, at their own cost and expense (where maintenance is excluded) maintain the equipment in proper working order.
- 18.8 Where the Client chooses to terminate this service agreement with ATLAS and any hired equipment is involved, the Client is responsible to ensure that such hired equipment is returned to ATLAS, failing which the Client will be liable for the full replacement costs of such hired equipment.
- 18.9 Furthermore, until the payment of the Initial Price, in the case of a full purchase of equipment, the Client shall, at his own expense, keep the equipment free from attachment, hypothec or other legal charge or process and shall not let, loan, pledge, transfer, or otherwise encumber the goods in any way or permit any lien to arise in respect of equipment.

19. CONDUCT

- 19.1 Both ATLAS and the Client undertake to act in accordance with all legal principles concerning their general conduct and/or conduct of their agents, employees and/or nominees. The aforementioned general conduct includes, but is not limited to conduct that:
- 19.1.1 Does not amount to fraud and/or dishonesty;
- 19.1.2 Does not amount to the defamation of and/or the making of disparaging remarks about the other, the staff and/or other clients of either ATLAS or the Client;
- 19.1.3 Does not amount to racial discrimination, sexism or generally socially undesirable comments;

Witness Signature _____

Client Signature _____

Consultant Signature _____

Atlas Signature _____

- 19.1.4 Does not involve the destruction of ATLAS or the Clients property; and
 19.1.5 Does not amount to assault, attempted murder and/or murder of any individual.

20. PAYMENTS

The Client shall pay to ATLAS the Initial Price plus VAT (in the case of a full purchase of equipment) and the Monthly Rate (including VAT), as set out in the Sections below, in accordance with and subject to the following:

- 20.1 In the case of a full purchase of equipment, a deposit, consisting of 50% of the Initial Price, shall be due and payable upon signature of this Agreement, with the balance of the Initial Price (50%) payable immediately upon installation of the equipment.
- 20.2 Any amount due under this contract, including, but not limited to permitted escalations and increases, shall be due and payable in advance, by means of a bank direct debit order or such other payment method approved by ATLAS, as set out in Section E hereof.
- 20.3 All payments shall be made by the Client without set off or deduction.
- 20.4 Where the purchase of the equipment has been financed through a third-party financier, any terms and conditions regarding the equipment, including payment of any relevant amounts, shall be between the Client and such third-party financier only. In this regard, ATLAS shall not accept liability for any obligations between the Client and such third-party financier, in relation to either the equipment itself, or payment matters relating thereto.
- 20.5 In addition to any amounts due in terms of this Agreement, the Client agrees to pay in full, in advance, any new or increased assessments, taxes, levies, fees or other charges imposed by, any provincial, municipal or other local Government body, or any other authority appointed by law or the Government of the Republic of South Africa, including ICASA, in respect of any matter arising from this Agreement, including without derogating from the wide meaning of the foregoing, Radio Infrastructure Maintenance Fees.
- 20.6 The Department of Posts and Telecommunications of the Government of the Republic of South Africa is restructuring the radio communications bands available to the security industry and the cost thereof will be charged to the communicator. Any increased cost will be charged by ATLAS to the Client, which will be due immediately, at the time of the alteration.
- 20.7 A non-refundable annual network infrastructure maintenance fee is billed annually in advance on 01 December of each year. This is separate to any monthly service fees and is necessary to maintain the communication network of high sites and redundancies. The communication infrastructure network provides for the transmission of all signals and receipt thereof by ATLAS. A pro-rata amount, based on the number of remaining months within the current annual period, will be billed with the first month's service fee(s). The current annual network infrastructure maintenance fee is R _____,00, inclusive of VAT. This fee may be reviewed annually and is subject to change.
- 20.8 For any services rendered by ATLAS, approved and/or requested by the Client, which are not included in the Sections below, ATLAS will be entitled to recover its normal material, labour and administration charges, taking into account the time spent by ATLAS in rendering such services.
- 20.9 ATLAS shall have the right to increase the Monthly Rate at any time after the expiration one (1) year from signature of this Agreement, at annual intervals, by giving the Client notice of such increase not less than thirty (30) days prior to the effective date of such increase. Annual increases in monthly service fees will be limited to a maximum of fifteen percent (15%), taking into account various pricing aspects, including but not limited to general inflation and/or actual increases in costs, incurred by ATLAS.
- 20.10 Should any debit order pertaining to a Client be returned unsuccessful, Atlas shall be entitled to levy an administration fee of R50.
- 20.11 Should any debit order pertaining to a Client be returned unsuccessful on three (3) or more occasions within the period of the Agreement, Atlas shall have the right to collect all and any historic amounts and accelerate collection of all future amounts due in terms of this Agreement, which would otherwise be due until the conclusion of the period of the Agreement. Such aggregated collection of monies shall entitle Atlas to levy an administration fee of R100.

21. DEFAULT

- 21.1 In the event of the Client being in breach of any of his obligations in terms of this Agreement, ATLAS shall be entitled, but not obliged, to act as follows:
- 21.1.1 To forthwith terminate the Agreement, with prior notice to the Client;
- 21.1.2 Alternatively, to forthwith, with prior notice, suspend the operation of the services provided in terms of this Agreement and shall only be obliged to resume provision of the services upon receipt by ATLAS of all outstanding amounts owed to it at such time (the Client shall remain liable for the Monthly Rate whilst the operation of any services are suspended and shall remain liable therefor, notwithstanding any subsequent cancellation or termination of the Agreement); and/or
- 21.1.3 Claim as liquidated damages, all amounts payable in terms of the Agreement, whether due for payment or not, or alternatively claim such damages as it may have sustained;
- 21.2 Interest at the rate of 2% above the current prime bank rate charged by ATLAS' bankers will be payable by the Client on any amount overdue, compounded monthly.
- 21.3 If the Client is provisionally or finally sequestrated, liquidated or placed under judicial management; or if the Client commits any act of insolvency as provided for by the Insolvency Act; or if the Client vacates the Premises, and at the election of ATLAS, ATLAS shall at its discretion become entitled to:
- 21.3.1 Cancel the Agreement and claim as liquidated damages, all amounts payable in terms of the Agreement, whether due for payment or not, or alternatively claim such damages as it may have sustained;
- 21.3.2 In the alternative, claim payment of all amounts payable in terms of the Agreement, which shall fall due for payment immediately;
- 21.3.3 Whether ATLAS selects the provisions of clause 21.3.1 or 21.3.2, payment of all amounts due by the Client to ATLAS, at date of cancellation.
- 21.4 A certificate signed by any director of ATLAS, certifying the existence and amount of the Client's indebtedness arising here from to ATLAS at any time, and as to the fact that the same is due and payable, shall be *prima facie* proof for the purposes of obtaining judgment in any competent Court, of the existence of the debt referred to and that such amount is due and has not been paid. The status or office of the director need not be proved.
- 21.5 The Client consents to the jurisdiction of any Magistrate's Court having personal jurisdiction irrespective of the amount in dispute, in regard to any action instituted against the Client by ATLAS in terms hereof or arising here from, provided that ATLAS shall not be obliged to institute action in the Magistrate's Court.
- 21.6 The Client shall be liable for all legal costs incurred by ATLAS, as between attorney and own client (including collection commission), in regard to the enforcement of any of the rights of ATLAS arising here from, and whether action is instituted or not.

22. EXCLUSION OF LIABILITY

- 22.1 ATLAS, its directors, employees and subcontractors shall not, under any circumstances, be liable, in contract nor in delict, to the Client and/or any other person, including, without derogating from the wide meaning of the foregoing, any director, member, trustee, family member, employee, servant or visitor, for any loss, injury or damage of whatsoever nature and kind, whether direct or consequential, or for damages of a punitive or exemplary nature whether in the forms of fines, penalties, multiplication of compensation awards or damages or aggravated damages or in any other form whatsoever, arising out of any act or omission or breach of the terms hereof by ATLAS, its directors, servants, agents or subcontractors, including any negligent act or omission, including any damages sustained by virtue of the non-operation and/or failure of any equipment and/or services, from whatsoever cause.
- 22.2 The Client indemnifies ATLAS, its directors, employees and subcontractors against any claim of whatsoever nature and howsoever arising, which may be made against ATLAS, its directors, employees and subcontractors, by any person, arising from contract or delict, as a result of any act or omission or breach of any of the terms of this Agreement, including any negligent act (including acts of gross negligence), or intentional act or omission, by the Client and/or any person including, without derogating from the wide meaning of the foregoing, any director, member, trustee, family member, employee, servant or visitor of the Client, or any person for whose conduct the Client is vicariously liable in law.
- 22.3 Each of the exemptions contained in clauses 22.1 and 22.2 hereof shall constitute a separate and an independent exemption, severable from each of the other exemptions.
- 22.4 In the light of the provisions of the Agreement and the limits on the duties of and exemptions from liability of ATLAS, its directors, employees and subcontractors as contained herein, the Client is aware that it is advisable to take out the Client's own insurance to cover damage to personal property of the Client, Client's family where applicable, Client's directors, members or trustees where applicable, Client's employees, invitees on the premises, any other person on the premises and the contents thereof.

23. FORCE MAJEURE AND OTHER EXTRAORDINARY EVENTS

- 23.1 Should certain circumstances eventuate, beyond the reasonable control of the Parties, that frustrate the performance by ATLAS of its obligations contained herein, ATLAS shall be excused from performing such obligations, with no risk of cost and/or liability, to any party, as a result thereof.
- 23.2 The certain circumstances mentioned hereinabove, shall include, but not necessarily be limited to:
- 23.2.1 Any natural disaster or circumstance, including flood, fire and/or landslides;
- 23.2.2 Any riot, strike, lockout, protest, looting, insurrection and/or general civil public disorder and disobedience; and
- 23.2.3 Any disease, plague, illness, including but not limited to any local, national or international pandemic.

Witness Signature _____

Client Signature _____

Consultant Signature _____

Atlas Signature _____

24. GENERAL CONDUCT OF THE CLIENT

- 24.1 The Client undertakes that it shall at all times uphold socially acceptable behaviour, including but not limited to ensuring that general conduct, including that of any of its connected parties, is non-violent/abusive, non-criminal, non-racial.
- 24.2 Should the conduct of the Client be socially unacceptable, including but not limited to the specific conduct mentioned above, ATLAS shall have the right to terminate this Agreement forthwith, in writing.
- 24.3 Should ATLAS elect to terminate this Agreement, the Client shall be liable for any charges, including cancellation fees, mentioned herein.

25. PRIVACY OF PERSONAL INFORMATION

- 25.1 ATLAS hereby declares that it shall manage and process all personal information, in accordance with the provisions of the Protection of Personal Information Act 4 of 2013. The Client shall have continuous access to the privacy policy of ATLAS, which is subject to change. The aforementioned policy shall be accessible via the following link www.atlas24.co.za/legal/privacy-policy.
- 25.2 The Client hereby expressly, unconditionally and voluntarily consents to ATLAS processing the Client's personal information for any and all purposes related to this agreement, which include:
- 25.2.1 To process your application, provide and manage security services, respond to requests, and communicate about your account.
 - 25.2.2 To conduct risk assessments, monitor activity, and respond to security incidents or emergencies.
 - 25.2.3 To send you important service notices, billing information, and updates about products or changes to services.
 - 25.2.4 To send newsletters, promotions, or service information where you have opted in.
 - 25.2.5 To comply with legal obligations, regulatory requirements, and to protect the legitimate interests of Atlas Security Systems and its clients.
 - 25.2.6 To share relevant personal information with trusted partners (e.g., monitoring platforms, emergency services, or affiliated security associations), only where necessary and with adequate protections in place.
 - 25.2.7 For any other related purpose.
- 25.3 The parties agree to update, from time to time, any personal information supplied to each other, which may or has changed. The parties cannot be held liable for any loss caused by any of the parties' failure to update and/or correct the personal information supplied to each other, by any of the parties.
- 25.4 The parties hereby undertake that they will comply with their obligations under the Protection of Personal Information Act, No.4 of 2013.
- 25.5 The parties hereby undertake to notify the other in writing, as soon as reasonably practical, after becoming aware of a suspected and/or confirmed data breach of the other party's personal information.
- 25.6 The Client hereby consents to Atlas Security Systems sharing the Client's personal information cross border. The Client's personal information will not be subject to less protection than it enjoys in terms of South Africa's data privacy laws.
- 25.7 The Client hereby consents to Atlas Security Systems sharing the Client personal information to Atlas Security Systems' group of company, third party suppliers and/or Operators for the purposes as set out in this agreement and/or any other legitimate interests of the parties.
- 25.8 The Client grants ATLAS permission to perform relevant credit checks, use credit bureau information and share Client information with credit bureaus and other providers of credit, as and when ATLAS deems necessary in order to assess its risks.

26. DOMICILIUM AND NOTICES

- 26.1 The Client chooses as *domicilium citandi et executandi* for all purposes arising from this Agreement, including legal proceedings, the addresses reflected on page one (1) of this Agreement.
- 26.2 ATLAS chooses as *domicilium citandi et executandi* for all purposes arising from this Agreement, including legal proceedings, the addresses reflected on page one (1) of this Agreement.
- 26.3 Either party may substitute, by written notice, their *domicilium citandi et executandi* so chosen.
- 26.4 Any notice in terms of this Agreement shall, unless the contrary is proved, be presumed to have been given, if given at the domicile chosen:
- 26.4.1 If posted by prepaid registered post, five (5) days after the date of posting thereof;
 - 26.4.2 If hand delivered during business hours on a business day, on the day of delivery; and
 - 26.4.3 If sent by electronic mail, on the first business day following the date of sending of such electronic mail.

27. SEVERABILITY

Should any provision/s of this Agreement be unenforceable for any reason whatsoever, any such provision/s shall be severed from the balance of the provisions of the Agreement, which shall nevertheless continue to apply.

28. VARIATION AND WAIVER

- 28.1 No amendment of this Agreement shall be valid and/or enforceable unless same has been reduced to writing and signed by the Parties.
- 28.2 No indulgence and/or waiver of any of the rights contained in this agreement shall prejudice any rights of the Parties, in enforcing the obligations of the other in terms of this Agreement and/or create any expectation of any expectation of an amendment of this Agreement.

29. CODE OF CONDUCT

In the event of any provision of this Agreement constituting a contravention or failure to comply with the provisions of the Code of Conduct for Security Providers, 2003 promulgated in terms of Section 28 of the Private Security Industry Regulation Act, 2001 (Act No.56 of 2001), such provision shall be of no force or effect.

30. DEBIT ORDER MANDATE – ONLY APPLICABLE IF DEBIT ORDER SELECTED IN SECTION E

I/We hereby authorise Netcash (Pty) Ltd to issue and deliver payment instructions to ATLAS' banker for collection against my/our account, as noted in section B and section C of this agreement, at my/our above mentioned bank on condition that the sum of such payment instructions will not differ from my/our obligations as agreed to in section B and section C of this agreement.

The individual payment instructions so authorised, must be issued and delivered on the date when the obligation is due, as noted in "Preferred Debit Order Date" under Section E of this agreement, and the amount of each individual payment instruction may not differ, other than as agreed to in terms of the Agreement.

The payment instructions so authorised to be issued must carry the Contract Reference Number, included in the said payment instructions, and must be provided to identify the specific contract.

I/We consent that any person nominated as a key holder, may consent to debit order authorization, concerning any amount, owed by the Client, to ATLAS, relating to goods and/or services received by or on behalf of the Client.

If, however, the date of the payment instruction falls on a non-processing day (weekend or public holiday), I/we agree that the payment instruction may be debited against my/our account on the following business day.

Subsequent payment instructions will continue to be delivered in terms of this authority until the obligations in terms of this Agreement have been met or until this authority is cancelled by me/us by giving ATLAS notice in writing of not less than one (1) calendar month which notice shall be sent either by prepaid registered post, hand-delivered to your physical address, 3 Packer Road, Sydenham, Gqeberha or by electronic mail to the email address: info@atlas24.co.za

Witness Signature _____

Client Signature _____

Consultant Signature _____

Atlas Signature _____

B. MANDATE

I/we acknowledge that all payment instructions issued by ATLAS will be treated by my/our below mentioned bank as if the instructions had been issued by me/ us personally. Furthermore, I/We grant the mandate for ATLAS to reload all and any outstanding amounts owed by me/us, on any subsequent preferred debit order date in the future, to and for the benefit of ATLAS, in the case of any prior default.

C. CANCELLATION

I/we agree that although this authority and mandate may be cancelled by me/us, such cancellation will not cancel the Agreement. I/we also understand that I/we cannot reclaim amounts, which have been withdrawn from my/our account (paid) in terms of this authority and mandate if such amounts were legally owing to ATLAS.

PROPERTY OWNERSHIP CONFIRMATION – This is applicable to the property where service will be rendered.

Please select the applicable:	Owner: <input type="checkbox"/>	Tenant: <input type="checkbox"/>
Where the above selection made is "Tenant", please provide the following information:		
Owner / Leasing Agent Name & Surname:		
Owner / Leasing Agent Contact Number:		
Owner / Leasing Agent Email Address:		

SECTION B - EQUIPMENTDescription:

- Equipment may either be purchased in full by the Client from ATLAS, or financed by the Client, through a third-party financier, or hired from ATLAS.
- Where equipment is financed through a third-party financier, a separate agreement of purchase of equipment is to be entered into between the Client and third-party financier. In such circumstances, this Section shall only record the equipment detail, as well as initial pricing of the equipment, whereas payments and related matters will be governed by the agreement between the Client and third-party financier.

SPECIAL CONDITIONS AND INSTRUCTIONS

- Maintenance of equipment is excluded in the purchase of thereof from ATLAS
- General terms and conditions relating to this Section are contained in Section A above.

Physical Address at which equipment is to be installed ("Premises")	
Technical/Installation provider (In case of 3 rd Party)	
Technical support contact person (In case of 3 rd Party)	
Technical support contact number (In case of 3 rd Party)	
Special instructions relating to technical support:	

Witness Signature _____

Client Signature _____

Consultant Signature _____

Atlas Signature _____

[illegible]

Witness Signature_____

Client Signature_____

Consultant Signature _____

Atlas Signature_____

SECTION D – SITE DETAILS**Physical Address of Premises where service(s) is to be provided “Premises”:**

Name on Building:	
Street Number:	
Street Name:	
Suburb:	
Town / City:	
Postal Code:	
Premises Telephone Number:	

Key Holder Details: Note: A key holder is an individual who has the authority to act on behalf of the Client, in the best interests of the Client when the Client is not available.

No:	Name:	Surname:	1 st Contact Number:	2 nd Contact Number:	Relation to Client:
1.					
2.					
3.					
4.					
5.	SAPS		10111		

Business Operating Schedules:

Day	Opening Time	Closing Time
Monday		
Tuesday		
Wednesday		
Thursday		
Friday		
Saturday		
Sunday		

Directions to Alarmed Premises:

Response Access Instructions:

Operator / Response Notes:

Cancellation Code (Password) for verification / cancellation of reaction:

Please note: Telephone Numbers, including cell phone numbers, cannot be used as a password as this information is too easy to acquire. No obscene words or phrases allowed

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Witness Signature_____

Client Signature_____

Consultant Signature_____

Atlas Signature_____

SECTION E – PAYMENT METHOD CONFIRMATION**DEBIT ORDER AUTHORISATION**

1. ATLAS or its cessionary is hereby irrevocably authorised to originate debits to the Client's bank account as set out below, (or any other Bank or Branch to which the Client may subsequently transfer his account), with all amounts due or which might at any future time become due by the Client, in respect of the Client's obligations under this Agreement or any extension thereof.
2. Any debit order authorised herewith shall be in accordance with the ATLAS Debit Order Mandate noted in clause 30 of this agreement, per section A of this agreement and such clause is deemed to be specifically incorporated herein.
3. This authority shall in no way be construed as substituting, varying or notating the Client's obligations under any other agreement with ATLAS.
4. The Client acknowledges that the withdrawals by ATLAS authorised hereby may be processed by a computer system known as the "ACB Magnetic Tape Service", in which event, if the Client's account is computerised, the Client will not receive any voucher in respect thereof but details of each withdrawal will be reflected on the Client's bank statement.

Account in the Name of					
Account Type and Branch					
Bank Name and Branch Code					
Account Number					
Abbreviated Name	ATLAS SEC				
Date of authorization					
Preferred Debit Order Date	1 st <input type="checkbox"/>	7 th <input type="checkbox"/>	15 th <input type="checkbox"/>	25 th <input type="checkbox"/>	

**EFT (Electronic Funds Transfer)**

1. The Client hereby agrees to pay to ATLAS, the monthly service fee rates, indicated in section B and section C of this agreement, and/or any annexure, which may form part of this agreement, by way of EFT within 30 days of date of invoice.
2. The Client acknowledges that, payments may only be made to the bank account details of ATLAS, as noted below and no variation may be made.
3. The Client hereby accepts that, due to the increased administrative burden placed on ATLAS, due to this method of payment, ATLAS may charge the Client an administration fee for processing such EFT payments received, along with any unanticipated bank charges which may be incurred. Such administration fee will not exceed R20.00 (Twenty Rand) per EFT payment received.
4. All payments shall be made without set off and/or deduction by the Client.

Atlas Security Systems Banking Details:

Bank Name	ABSA Bank
Account Number	404 816 2923
Branch Code	632005
Account Type	Current Account

WITNESS SIGNATURE

I _____, hereby bear witness to the placement of signature by the natural person, whose details are noted as the Client and/or Authorized Representative, hereon.

Client Witness Signature	
Date:	

CONSULTANT SIGNATURE

I _____ (on behalf of ATLAS), hereby accept this agreement on behalf of ATLAS.

ATLAS Authorized Representative Signature:	
Date:	

CLIENT / CLIENT REPRESENTATIVE SIGNATURE

I _____ (the Client/Client representative), hereby acknowledge that I have read and understood all of the terms, conditions and associated information to this Agreement. I furthermore acknowledge that my attention has been drawn specifically to clauses 2.2, 4, 8.7, 9.4, 10.8, 10.9 and 22 of Section A – General Terms and Conditions, hereof.

Client/Client Representative Signature	
Date:	

ATLAS SECURITY AUTHORIZED REPRESENTATIVE SIGNATURE

I _____ (on behalf of ATLAS), hereby accept this agreement on behalf of ATLAS.

ATLAS Authorized Representative Signature:	
Date:	

Would you like to receive marketing communication, including the Atlas weekly newsletter, from Atlas?

YES ☐ NO ☐

Witness Signature _____

Client Signature _____

Consultant Signature _____

Atlas Signature _____