



4C Harbour Road, Kleinmond PO Box 681, Kleinmond, 7195  
 admin@asksecurity.co.za www.asksecurity.co.za  
 +27 (0)28 125 0050 +27 (0)28 271 4503

REG no: 2001/057599/23 VAT no: 467 021 3349 PSIRA no: 832 479

## FIXED TERM SERVICE AGREEMENT

<b>SUBSCRIBER DETAILS</b>	
NAME AND SURNAME OF INDIVIDUAL	
NAME OF COMPANY	
ID NUMBER/COMPANY REGISTRATION NUMBER	
COMPANY VAT NUMBER	
SECURED PHYSICAL PREMISES TYPE	<input type="checkbox"/> RESIDENTIAL <span style="margin-left: 150px;"><input type="checkbox"/> BUSINESS</span>
SECURED PHYSICAL ADDRESS	
POSTAL ADDRESS	
HOME TELEPHONE NUMBER	
WORK TELEPHONE NUMBER	
CELLULAR NUMBER 1	
CELLULAR NUMBER 2	
EMAIL ADDRESS	
<b>IN CASE OF EMERGENCY CONTACT DETAILS</b>	
NAME AND SURNAME OF INDIVIDUAL	
HOME TELEPHONE NUMBER	
CELLULAR NUMBER	
RELATIONSHIP	
NAME AND SURNAME OF INDIVIDUAL	
HOME TELEPHONE NUMBER	
CELLULAR NUMBER	
RELATIONSHIP	
NAME AND SURNAME OF INDIVIDUAL	
HOME TELEPHONE NUMBER	
CELLULAR NUMBER	
RELATIONSHIP	
<b>KEYHOLDER CONTACT DETAILS</b>	
NAME AND SURNAME OF INDIVIDUAL	
HOME TELEPHONE NUMBER	
CELLULAR NUMBER	
PHYSICAL ADDRESS	
<b>PASSWORD:</b> 4 to 5 letter word, to be given to the controllers/response, if all is in order after a false alarm	
PASSWORD	



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PAYMENT DETAILS		TICK RELEVANT BLOCKS	
PAYMENT DETAILS		DEBIT ORDER	ELECTRONIC TRANSFER*
PAYMENT TERMS		MONTHLY IN ADVANCE	
INITIAL CONTRACT PERIOD	12 MONTHS (SUBJECT TO PRICE INCREASE)	24 MONTHS FIXED	36 MONTHS FIXED
ARE YOU A CLIENT OF ASK INTERNET TECHNOLOGIES CC?			
<b>MONTHLY PACKAGE OPTIONS</b> (VAT INCLUSIVE)			
MONITORING & ARMED RESPONSE 1 <sup>ST</sup> PREMISES	R340.00 PER MONTH	12 MONTH PERIOD SUBJECT TO PRICE INCREASE	
MONITORING & ARMED RESPONSE 1 <sup>ST</sup> PREMISES	R330.00 PER MONTH	24 MONTH FIXED PERIOD MINIMUM	
MONITORING & ARMED RESPONSE 1 <sup>ST</sup> PREMISES	R320.00 PER MONTH	36 MONTH FIXED PERIOD MINIMUM	
MONITORING & ARMED RESPONSE 2 <sup>ND</sup> PREMISES	R270.00 PER MONTH	12 MONTH PERIOD SUBJECT TO PRICE INCREASE	
SENIOR DISCOUNTED RATE (TO QUALIFY YOU MUST BE 65 YEARS OF AGE OR OLDER)	R310.00 PER MONTH	24 MONTH FIXED PERIOD MINIMUM (NO INCREASE)	
PANIC DEVICE ONLY	R130.00 PER MONTH	24 MONTH FIXED PERIOD MINIMUM (NO INCREASE)	
OTHER PRICE PACKAGES	R PER MONTH	12 MONTH PERIOD SUBJECT TO PRICE INCREASE	
	R PER MONTH	12 MONTH PERIOD SUBJECT TO PRICE INCREASE	
<b>ADD-ON PACKAGES</b> (VAT INCLUSIVE)			
SMS PACKAGE PLAN	R25.00 PER MONTH		
KEY MANAGEMENT PLAN	R30.00 PER MONTH		
OLARM GSM PLAN	R70.00 PER MONTH		
TECH: BASIC MAINTENANCE PLAN	R20.00 PER MONTH		
TECH: STANDARD MAINTENANCE PLAN	R100.00 PER MONTH		
TECH: COMPREHENSIVE MAINTENANCE PLAN	R200.00 PER MONTH		
DOCUMENTS TO BE ATTACHED	<i>Individual: Copy of ID document that confirms name, surname and ID number. Proof of address.</i>		
	<i>Company: Copy of company registration document that confirms company name, registration number and physical address.</i>		
<b>Signatures</b>			
Please ensure that all the details contained in this document are correct. By your signature to this Agreement you acknowledge that you have read and understood the terms and conditions of this Agreement.			
Signed at _____ on this _____ day of _____ 20_____			
<b>Please Print Name</b>			
<b>Customer Signature</b>			



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PAYMENT INFO FOR BANK DEBIT ORDER INSTRUCTION	
DATE	
ACCOUNT HOLDER NAME	
ACCOUNT HOLDER ID NUMBER	
ACCOUNT HOLDER ADDRESS (If different to the above)	
ACCOUNT HOLDER EMAIL ADDRESS	
BANK NAME	
BRANCH NAME & CODE	
ACCOUNT NUMBER	
ACCOUNT TYPE	
DEBIT AMOUNT	
<b>Payment Terms and Conditions:</b>	
<b>Acknowledgement:</b>	
<p>I hereby instruct and authorise ASK SECURITY CC to draw against my account with the above-mentioned bank (or any other bank or branch to which I may transfer my account) the amount necessary for payment in respect of the above-mentioned agreement and continuing until termination of our agreement or until cancelled by me in writing. Where invoices (e.g. Technical Invoices) are sent to me for manual payment (e.g. Cash; EFT) and are not paid by myself within 7 days of invoice, I instruct ASK SECURITY CC to deduct these outstanding amounts via debit order instruction from my account. All such withdrawals from my account by ASK SECURITY CC shall be treated as though I had signed them personally. I understand that the withdrawals hereby authorised will be processed through a computerised system provided by the South African Banks and I also understand that details of each withdrawal will be printed on my bank statement. I agree to pay any bank charges relating to this Debit Order instruction. I may cancel this authority by giving you thirty (30) days' notice in writing, but I understand that I shall not be entitled to any refund of amounts which you have withdrawn while this authority was enforced if such amounts were legally owing to you. Receipt of this instruction by you shall be regarded as receipt thereof by my bank (whichever it is or will be).</p>	
<p>Kindly note by signing the Debit Order authorisation, ASK SECURITY CC do not waiver their contractual and or common law rights to claim the outstanding amount or debt from me should the debit order or any instalment made under it not be honoured. I understand that the onus will be mine to inform ASK SECURITY CC of closure of the account to which the Debit Order applies, or should it come to my knowledge that the account will not have enough funds. I grant consent that ASK SECURITY CC may re-submit a dishonoured debit order payment on the following payment date until the capital owed to ASK SECURITY CC has been paid in full.</p>	
<p>I understand that this Debit Order will not by its mere implementation create a credit agreement or transaction as defined in the National Credit Act 34 of 2005 and that I shall still be liable under common law or I shall remain liable in terms of any agreement concluded between me and ASK SECURITY CC and I shall remain liable for any interest/legal costs as agreed with ASK SECURITY CC or as prescribed in the Prescribed Rate of Interest Act 55 of 1975. I consent that ASK SECURITY CC may process and supply my information as contained in this form to my Bankers and to ASK SECURITY CC to give effect to the implementation of this Debit Order authorisation. I understand that ASK SECURITY CC shall have no liability if my Bankers incorrectly or not at all implement this Debit Order. I understand that the banking costs for the implementation of this Debit Order or for the re-submission of any instalment made in terms hereof will be for my account. I undertake to immediately inform ASK SECURITY CC of being placed under business rescue, being voluntary or compulsory sequestrated or being liquidated. In the event of a Debit Order not being debited from my account because of such payment/order being on a Saturday/Sunday or South African Public Holiday, I authorise ASK SECURITY CC to re-submit payment of such Debit Order on the next business day following the Saturday, Sunday or Public Holiday.</p>	
<b>Signatures</b>	
Signed at _____ on this _____ day of _____ 20_____	
<b>Customer Signature</b>	



## FIXED TERM SERVICE AGREEMENT

### TERMS AND CONDITIONS

Welcome to ASK SECURITY CC. We look forward to maintaining a close and long-term relationship with you. The demands of modern security are stringent, and we take the inherent responsibilities very seriously. The terms and conditions set out below reflect the level; of detail involved and thus the care that we take. Please take a few minutes to look over them. To guide you, a full glossary of definitions is included. Thank you for choosing ASK SECURITY CC.

#### 1. DEFINITIONS

- 1.1. **Act** – The Private Security Industry Regulation Act 56 of 2001 and the Regulations in respect thereof
  - 1.2. **Agreement** – This Offer, once it has been accepted by ASK SECURITY CC, and any instructions and annexures
  - 1.3. **Alarm Receiving Centre** – The place to which the signal from the Systems are transmitted and are monitored by ASK SECURITY CC
  - 1.4. **Armed Personnel** - Security Officers duly employed by ASK SECURITY CC who attend to alarm activations and carry a firearm and have the necessary qualifications and industry approved registrations.
  - 1.5. **Basic System** - Control Panel, Keypad, Transformer, Battery, Radio Transmitter, Passives, Door Magnets and Siren installed by ASK SECURITY CC
  - 1.6. **Independent Installer** - A company, other legal entity or individual conducting business on its own behalf and Independently from ASK SECURITY CC, may include an Authorised dealer. Independent Installer is not ASK SECURITY CC 's agent or representative for any purpose other than the sole purpose of presenting ASK SECURITY CC 's service agreement to the customer and signing the Insurance Certificate in a case where ASK SECURITY CC will be providing the Monitoring and/or armed response service to you.
  - 1.7. **Emergency Response** - The procedure that ASK SECURITY CC, the police or any other armed response company or other nominated party carry out when the Alarm Receiving Centre inform them that a signal has been received from the System.
  - 1.8. **Extra Charges** - The extra charges referred to in clause 11 below.
  - 1.9. **Contract Term** - 12 months from the Start Date or any other period as it would have been agreed in the initial term as indicated above between you and ASK SECURITY CC.
  - 1.10. **Instruction** - Any instructions we issue to you from time to time by any means, including any verbal instruction and any manual relating to the System.
  - 1.11. **Key holder** - Any third party you have chosen from time to time to hold the keys to the Premises and who may be contacted when a signal is received by ASK SECURITY CC at the Alarm Receiving Centre.
  - 1.12. **Annual Radio Network: Administration Fee** - The fee that ASK SECURITY CC charges the customer for administration of Radio Frequencies.
  - 1.13. **Link – Up** - When ASK SECURITY CC links up an already existing and installed alarm system, previously not installed by ASK SECURITY CC to be monitored and responded to by ASK SECURITY CC under the terms and conditions of this Agreement.
  - 1.14. **Account Holder** - The individual, whether parent, spouse, life partner or co-tenant at the Premises who signs this Agreement and is bound as co-surety to this agreement and who makes payment for services in terms of this Agreement.
  - 1.15. **Offer** - The offer by you to ASK SECURITY CC to provide you with the Services on the terms and subject to the conditions set out in this document.
  - 1.16. **Payment terms\*** - If payment is not done by debit order, then funds must reflect in the account of ASK SECURITY CC on or before the 1st of every month. Failure will result in the immediate suspension of account without notice. Proof of payment will be required before re-activation of account.
- Client Signature:** \_\_\_\_\_
- 1.17. **Pet Passives** - Passives installed and linked to the System which are sensitive to the movements of a domestic pets on the premises. Large domestic pets may still activate these passives.
  - 1.18. **Premises** - The building where the System is installed or any other premises where you install the System from time to time and require us to render the services.

- 1.19. **Prime Rate** - The rate of interest published from time to time by your bank as its prime overdraft lending rate (nominal annual compounded monthly in arrears), determined on the 365 (three hundred and sixty-five) day year factor, irrespective of whether or not the year is a leap year, as certified by any manager of such bank. Whose appointment and authority it shall not be necessary to prove.
  - 1.20. **Satisfactory Explanation** - Any explanation which is satisfactory to ASK SECURITY CC in ASK SECURITY CC 's sole discretion.
  - 1.21. **Effective Date** - Is deemed to be the first date upon which you and ASK SECURITY CC to agree that the debit order shall commence.
  - 1.22. **Services** - The services described in this Agreement and chosen by you by marking the appropriate box with a tick. The Services depend on the service category you have chosen in the schedule.
  - 1.23. **Start Date** - For New Systems, the date upon which the Independent Installer or ASK SECURITY CC completes installation of the System and You (or your representative) and ASK SECURITY CC or the Independent Installer sign the Hand-Over Certificate. Where you have a system already installed at the Premises, the Start Date is the date on which the independent installer or ASK SECURITY CC completes inspection, testing and approval of your existing system (the process) and you (or your representative) and ASK SECURITY CC or the Independent Installer sign the Hand-Over Certificate. The process shall be deemed to have been complete when ASK SECURITY CC receives the first signal from your system.
  - 1.24. **Maintenance Plan** - A maintenance plan provides your alarm system equipment with cover for scheduled services, plus a range of specified wear-and-tear parts and labour costs.
  - 1.25. **System** - The Alarm monitoring equipment, including the detection equipment and/or the radio transmitter installed by ASK SECURITY CC or the Independent Installer at the Premises including wiring, and anything ASK SECURITY CC installs when ASK SECURITY CC carries out repairs under this Agreement. Unless the "owned" block in the Schedule is ticked, ASK SECURITY CC owns the Basic System and you only have the use of it for the purposes of and the duration of this Agreement. The radio transmitter shall always remain the property of ASK SECURITY CC.
- System Owned
- Rent – to – Own (24 months or 36 months)                      Initial \_\_\_\_\_
- 1.26. **We, our, us, ASK SECURITY CC** - ASK SECURITY CC, registration number 2001/057599/23 and PSIRA registration number 832479, including where appropriate our employees, agents and for sub-contractors and our successors-in-title.
  - 1.27. **You, your, the Customer** - The Person who makes the Offer contained in this document.

#### 2. REGULATION OF INTERCEPTION OF COMMUNICATIONS AND PROVISION OF COMMUNICATION-RELATED INFORMATION ACT (RICA)

- 2.1. ASK SECURITY CC is required by law as a communications company to adhere to the requirements of the RICA act and must follow the outlines below before any services can be activated for subscribers
  - 2.1.1. Obtain a copy of the subscriber's identity document/passport. In the case of a company we require the company registration documents and a copy of the authorised signatory's identity document/passport. Driver's Licenses are not deemed acceptable identification documents.
  - 2.1.2. Proof of Residence – Rental agreement or municipal or any other trade account that reflects the residential address.
- 2.2. We are obliged to identify the subscriber face to face and this process must be done with the subscriber and not a representative.

#### 3. ACCESS TO PROPERTY

I, the undersigned, being a client of ASK SECURITY CC, acknowledge that for ASK SECURITY CC to adequately protect my property as set out in the agreement between myself and ASK SECURITY CC, ASK SECURITY CC needs clear and unimpeded access to my property at all times and that I have discussed and understand the following options of access with the ASK SECURITY CC Representative.

To provide ASK SECURITY CC with an extra key for gate lock. To provide ASK SECURITY CC with an extra remote control for electrical gate motor. To provide ASK SECURITY CC with the code for any keylock or master lock fitted to a gate. To provide ASK SECURITY CC with access where no outside access is possible



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I understand and accept that, should I not provide access to my property with one of the above forms of access, I could seriously jeopardise my security and that of my property and that ASK SECURITY CC and its appointed personnel cannot be held liable in the event of an emergency and in hazardous response to any bona fide calls. ASK SECURITY CC reserves the right not to enter your premises, should you have dogs which deem to the safety of our personnel. Should you have any concerns regarding your dogs, kindly contact your local branch.

### 4. MONITORING AND ARMED RESPONSE SERVICES

- 4.1. The parties hereto agree that the Service rendered by ASK SECURITY CC in terms hereof is of the sole purposes of the rapid response personnel with armed response training to deal with any security emergency as well as to notify the necessary authorities of an incident requiring their attention.
- 4.2. For this agreement, the rapid arrival shall at all times be subject to those conditions and/or eventualities beyond ASK SECURITY CC 's control.
- 4.3. Abuse of services provided by ASK SECURITY CC
  - 4.3.1. You undertake not to deliberately call on ASK SECURITY CC to render services in terms of the Agreement for any other than a true emergency. In the event of a breach of the provision by You, a charge shall be levied. ASK SECURITY CC always reserves the right to cancel the Agreement Forthwith should, in its opinion, You the client abuse the services provided.
- 4.4. ASK SECURITY CC shall, from the Commencement Date until termination hereof, provide a monitoring service to You, comprising of:
  - 4.4.1. Twenty-four-hour monitoring of Your alarm system via a radio communicator.
  - 4.4.2. For Clause 2, rapid notification shall at all times be subject to those conditions and/or eventualities beyond ASK SECURITY CC 's control.
  - 4.4.3. You shall not be entitled to hold ASK SECURITY CC responsible for any abnormal malfunction of your alarm system, excluding ASK SECURITY CC Security's radio transmitter.
  - 4.4.4. AC Power supply monitoring is only provided to monitor the power supply to the alarm unit and no other electronic equipment.
- 4.5. The communication device (radio) remains the property of ASK SECURITY CC, and if the customer fails to pay for the monitoring service on time, or cancels the service, ASK SECURITY CC reserves the right to enter the stated premises at any time and to remove/reprogram the communicator from the system and suspend/disconnect the monitoring service until all outstanding monies have been paid in full and up to date.
- 4.6. Monitoring and Armed Response - The monitoring and armed response Services are only applicable to the Premises stipulated in this Agreement and in an area, which is served by ASK SECURITY CC and consist of:
  - 4.6.1. Attendance by Armed Personnel at the Premises as quickly as operational circumstances may permit when dispatched by the Alarm Receiving Centre
  - 4.6.2. On arrival of such Armed Personnel at the Premises, the Armed Personnel will inspect the Premises and report to the Alarm Receiving Centre and if necessary, take such further steps as is reasonably necessary to safeguard the Premises, the contents thereof, the Customer and/or the Customer's invitees before vacating the Premises. Safeguarding of the Premises is dependent upon the Key holder attending to the premises and assisting the Armed Personnel.
- 4.7. Monitoring Only - The Monitoring Services consist only of monitoring of the System by radio, at the election of the Customer, and notification will be sent by ASK SECURITY CC to:
  - 4.7.1. The chosen armed response service provider if indicated to be a company other than ASK SECURITY CC.
  - 4.7.2. The Customer or the police.
  - 4.7.3. The fire authority and/or medical service provider, if indicated by the Customer and ASK SECURITY CC deems necessary in its sole discretion to make the notification.
- 4.8. The Services to be provided to You under this Agreement are therefore determined by Your choice of service category.

### 5. YOUR OBLIGATIONS

You are obliged in addition to your other obligations contained in this Agreement:

- 5.1. To use your best efforts to ensure that the Premises and the contents thereof are safe and without risk for ASK SECURITY CC 's representatives in doing what ASK SECURITY CC is obliged to do in terms of this Agreement
- 5.2. To notify ASK SECURITY CC in writing of the changes to the names, residential address and telephone numbers (of the Key holders with whom ASK SECURITY CC may communicate regarding the System).
- 5.3. Not to appoint a Key holder who does not enjoy the use of an operational telephone, and to immediately revoke any such appointment if such person previously appointed as a Key holder no longer enjoys the use of an operational telephone.
- 5.4. For You or your appointed Key holder to attend to the Premises as soon as is reasonably possible after being called to do so by ASK SECURITY CC and to assist in the reasonable securing of the Premises.
- 5.5. To give ASK SECURITY CC access to the Premises so that ASK SECURITY CC may provide the Services and erect signage. ASK SECURITY CC shall not be held responsible for any damage to the Premises caused because of ASK SECURITY CC carrying out the Services. ASK SECURITY CC will endeavour to act reasonable always while rendering the Services.
  - 5.5.1. To provide ASK SECURITY CC with clear instructions about domestic pets and possible danger thereof as well as to update ASK SECURITY CC of any newly acquired domestic pets which may pose a threat to the Armed Personnel when entering the Premises. ASK SECURITY CC reserves the right not to enter your Premises should you have domestic pets which We deem hazardous to the safety of our Armed Personnel.
- 5.6. Not to, nor allow your employees or invitees to remove the System from the Premises or from the position in which it is installed or interfere with or alter the System in any way whatsoever for the duration of this Agreement.
- 5.7. To pay your electricity and other bills timeously and to ensure that your electricity is such that the System and the Services are not affected.
- 5.8. To notify ASK SECURITY CC of any structural alteration or any other modification to the Premises, which may affect the proper functioning of the System.
- 5.9. We do not know the value of the Premises or its contents and the purpose of this Agreement is not to act as insurer to You, your invitees, your Premises or the contents thereof. It remains your responsibility to ensure that the contents of your premises are adequately insured.
- 5.10. To test the System on a regular basis or at least monthly, and in any event not later than 72 (seventy-two) hours prior to vacating or leaving the Premises unattended for any period exceeding 7 (seven) days by contacting our Alarm Receiving Centre.

### 6. LIMITATION OF ASK SECURITY CC 'S LIABILITY

- 6.1. You acknowledge that to the extent that the services function as a deterrent. They are not a guarantee of safety against or prevention of loss, liability, Injury and damage of whatsoever nature and howsoever arising. Accordingly, while we shall exercise reasonable care in the rendering of the services, nothing in this agreement shall be construed or interpreted in a manner whatsoever as providing you or a third party whomsoever with any guarantee or assurance of safety or against a loss, liability, Injury or damage of whatsoever nature and howsoever arising.
- 6.2. Subject to the provisions of the act. Neither ASK SECURITY CC nor any other persons for whom ASK SECURITY CC may be liable in law shall be liable to you in respect of or pursuant to any loss, liability injury, Damage or claims of whatsoever nature (including without limitation any loss of profits and/or any special and/or consequential loss or damages) whether arising through the rendering or non-rendering or attempted rendering by ASK SECURITY CC of the services in terms of this agreement or in depict or otherwise whether at the premises if any such loss, liability, Injury, damage or claims arise because of or pursuant to any innocent or negligent act or omission on the part of ASK SECURITY CC or another people for whom ASK SECURITY CC may be liable in law, save for gross negligence, fraudulent or malicious act or omission on our part.
- 6.3. Subject to the provisions of the act. The customer:
  - 6.3.1. Hereby irrevocably waives all and any such claims referred to in clause 5.2 above.



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- 6.3.2. Hereby irrevocably indemnifies ASK SECURITY CC or another person for whom ASK SECURITY CC may be liable in law against all claims of third parties arising out of the said acts or omissions, as referred to in clause 5 above, at the premises. 5.5.
- 6.4. To the extent that ASK SECURITY CC 's rights in terms of clause 5 above are limited by the act or any other law, the provisions of clause 9.13 below shall be invoked.
- 6.5. Without in any way limiting or derogating from the provisions of clause 5 above, ASK SECURITY CC shall further not be liable to you for a damage, loss, liability or injury of whatsoever nature and howsoever arising that may result from any force majeure or casus fortuitous including but not limited to unforeseeable interruptions in radio links between ASK SECURITY CC and yourself. An acts or omissions of any government agency, provincial or local authority or similar authority. And laws or regulations having the force of law, civil strife, riot; insurrection, sabotage. Act or war or public enemy. Illegal strikes, interruption of transport, lockouts, tremor, flood, storm or fire.
- 6.6. You hereby agree and acknowledge that the services are complementary to insurance cover and do not provide an alternative to such insurance cover. It remains at all times your duty to ensure that you have adequate insurance where necessary and that the premises and contents thereof (including the premises for which you, not being the owner thereof, is nevertheless responsible, are adequately insured.
- 6.7. ASK SECURITY CC may be unable to respond to a signal or unable to respond within a reasonable time following an electrical or other type of abnormal storm or act of god or any adverse weather conditions, unless the emergency is telephoned in to the alarm receiving centre and it is operationally possible and conditions allow for a response by ASK SECURITY CC within reasonable time.
- 6.8. Our responsibility and obligations to you cease immediately when this agreement is terminated, or the services are suspended under clause 8 below.
- 6.9. The provisions of this clause 5 do not in any way derogate from the exemptions from liability contained elsewhere in this agreement.
- 6.10. ASK SECURITY CC will use its best endeavours to ensure the personal safety of the client, household members and or any third party, including any possessions at or in the service address, but in no circumstances, will ASK SECURITY CC nor any of its employees incur and/or be liable to the client, any household members and or any third party arising from any act or omission during the course and scope of rendering. The service in terms hereof and the client hereby waives any right which it may enjoy arising there from, the client furthermore indemnifies ASK SECURITY CC and any of its employees against any claims that may be made against ASK SECURITY CC by any third party arising directly or indirectly out of any such act or omission.
- 6.11. ASK SECURITY CC shall not be liable for any consequential loss howsoever arising.
- 6.12. The client hereby grants ASK SECURITY CC without derogating from any of the other rights and power available to ASK SECURITY CC under the criminal procedures act no 51 of 1997 ("the act") the authority in terms of section 42 (3) of the act to arrest any person found committing any offence on the client's property.
- 6.13. Neither ASK SECURITY CC nor its employees shall be liable for its inability to perform any of its obligations of the service under this agreement arising out of any factors beyond its reasonable control.
- 6.14. The client hereby accepts that firearms will only be used in unavoidable circumstances, this being at the discretion of ASK SECURITY CC and hereby grants permission for the usage thereof and waives the right of any claims which the client may enjoy therefore thereof including damage to property and possession.
- 6.15. The client specifically agrees that ASK SECURITY CC is not an insurer and that the payment provided for herein are based on the service to provide in terms thereof and that these services are provided for minimizing the risk of burglary and/or client's personal safety and not eliminating it.
- 7. PROVISION COMMON TO BOTH RESPONSE AND MONITORING SERVICES CHARGE**
- 7.1. In consideration of the services provided by ASK SECURITY CC in terms thereof, the Client shall pay the fee as stated overleaf per month/annum subject to escalation annually.
- 7.2. The Client will be given 1 (one) month notice of any escalation.
- 7.3. All monitoring and annual payments are due in advance.
- 7.4. Overdue payments will result in suspension of the service without prior notice. If payment is not done by debit order, then funds must reflect in the account of ASK SECURITY CC on or before the 1st of every month.
- 7.5. In the event of any amount payable in terms of this agreement not being paid on the due date, such outstanding amounts shall bear interest at a rate equal to the prime overdraft lending rate charged by Nedbank Ltd (South Africa).
- 8. LINK UP**
- 8.1. If You have an existing alarm system on the Premises, and You do not require ASK SECURITY CC to install a new Basic System or upgrade the existing System, ASK SECURITY CC will where possible, provide You with a radio and communicator Link-up to your existing System under the following conditions:
- 8.1.1. You acknowledge that ASK SECURITY CC did not supply nor install your current System and that for ASK SECURITY CC to receive signals, certain modifications may be required for the Radio Transmitter to be able to send the correct information to the Alarm Receiving Centre. You undertake to allow ASK SECURITY CC access to Your Current System to make any necessary modifications alternatively You shall arrange for an independent technician of your choice to attend to the modifications as per ASK SECURITY CC 's requirements.
- 8.1.2. You confirm that Your Current System and all the components thereof are in full working order and can perform the ASK SECURITY CC for which they are intended, and You acknowledge that in the event of a failure of your existing System, ASK SECURITY CC cannot be held liable under any circumstances.
- 9. KEY MANAGEMENT PLAN**
- 9.1. Key Management Plan only available to subscribers to the alarm monitoring service rendered by ASK SECURITY CC.
- 9.2. A set of keys must be left at the relevant ASK SECURITY CC office depending the area where your property is situated in.
- 9.3. You as owner of the property must inform our offices when there are people who will collect the keys at the office via email (we will not hand the key out without confirmation)
- 9.4. Please note that it is the responsibilities of the owner to inform ASK SECURITY CC with each individual pickup of the key, this notification cannot be used to cover a period. It is only valid for one key collection at a time. Unless other arrangements have been made with ASK SECURITY CC Management.
- 9.5. Please note that it is the responsibilities of the owner to provide the person collecting the key with a code for the alarm system.
- 9.6. ASK SECURITY CC will not be held responsible for any damages caused at your property.
- 10. MAINTENANCE PLAN**
- 10.1. Subject to the terms and conditions of this agreement, ASK SECURITY CC shall provide the equipment and labour, depending on chosen plan, to perform maintenance service on the alarm system.
- 10.2. The subscriber agrees that maintenance will be carried out during normal business hours on normal business days. Should the subscriber require that maintenance be done other than during normal business hours and days, the subscriber agrees to pay the difference in labour costs for such times.
- 10.3. The subscriber agrees to pay ASK SECURITY CC the amount (per chosen plan) for maintenance services, to be billed in advance.
- 10.4. The continuance of this agreement is dependent on the subscriber subscribing to the alarm monitoring services rendered by ASK SECURITY CC.
- 10.5. The subscriber shall provide ASK SECURITY CC reasonable access to the system and its components and adequate working space to perform necessary maintenance services.
- 10.6. When problems are found to be caused by equipment or circumstances external to the system such as negligent damage, rust, vandalism, fire or similar causes, the subscriber will pay ASK SECURITY CC the standard rates for repair work and standard equipment prices.
- 10.7. It is understood and agreed that ASK SECURITY CC is excused from, and shall not be liable for, failure to perform, or to continue to service the system, if it is prevented from doing so because of fire, storms, strikes or any other cause beyond ASK SECURITY CC control, or if the subscriber has failed to make any payment due under this agreement.
- 10.8. This agreement shall continue in force for a period of one year, commencing on the date of acceptance by ASK SECURITY CC. Thereafter this agreement shall be extended from month to month unless either party gives the other party written notice of cancellation at least 30 days in advance.
- 10.9. Newly installed systems carry a one-year warranty on equipment and installation. If a maintenance agreement is signed within this period, the maintenance plan will start at the end of the warranty period. Systems not installed by ASK SECURITY CC can be covered by the plan provided it conforms to the terms and conditions of this agreement. Only systems of the following manufacture will be covered by this plan, PARADOX, DSC, FSK and RISCO. There are no warranties, express or implied, by operation of law or otherwise, of the services furnished hereunder. In no event, will ASK SECURITY CC to be liable for any incidental, indirect, special, or consequential damages resulting from its performance or failure to perform its obligations hereunder, or from the failure of the system to function properly.
- 11. WHAT WILL IT COST**



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- 11.1. You are liable for the timeous payment, in terms of this Agreement, of the charges set out in the Schedule pertaining to the Services. ASK SECURITY CC will inform you in writing of any increased amount.
- 11.2. In the years following the completion of the first year from the Start Date, ASK SECURITY CC is entitled to increase its charges, including Extra Charge, to cover any increase in the cost of providing the Services. ASK SECURITY CC will inform you in writing (and you will be deemed to have received such notice within 7 (seven) days or any other electronic means of any increased amount).
- 11.3. You are also responsible for the following charges:
- 11.3.1. Taxes, fees or charges set by the police, fire, or any other authority due to the installation or operation of the System and any false alarm assessments by ASK SECURITY CC or any other party.
- 11.3.2. ASK SECURITY CC in its sole discretion deems to be unnecessary, including because of your failure to ensure that your System is in working order, without prejudice to any other rights that ASK SECURITY CC may have in terms of this Agreement; You further acknowledge that the installation of Pet Passives is no guarantee against false alarms caused by domestic pets and that further steps yourself may be required to prevent further false alarming due to domestic pets.
- 11.3.3. Any Extra Charges or charges for work done by police, fire or other authorities, medical service providers, armed response service providers or by any telecommunications agency, the Independent Installer or any other party not covered by this Agreement.
- 11.3.4. Debit Order Acknowledgement: I hereby instruct and authorise ASK SECURITY CC to draw against my account with the above-mentioned bank (or any other bank or branch to which I may transfer my account) the amount necessary for payment in respect of the above-mentioned agreement and continuing until termination of our agreement or until cancelled by me in writing. All such withdrawals from my account by ASK SECURITY CC shall be treated as though I had signed them personally. I understand that the withdrawals hereby authorised will be processed through a computerised system provided by the South African Banks and I also understand that details of each withdrawal will be printed on my bank statement. I agree to pay any bank charges relating to this Debit Order instruction. I may cancel this authority by giving you thirty (30) days' notice in writing, but I understand that I shall not be entitled to any refund of amounts which you have withdrawn while this authority was enforced if such amounts were legally owing to you. Receipt of this instruction by you shall be regarded as receipt thereof by my bank (whichever it is or will be). Kindly note by signing the Debit Order authorisation, ASK SECURITY CC to not waiver their contractual and or common law rights to claim the outstanding amount or debt from me should the debit order or any instalment made under it not be honoured. I understand that the onus will be mine to inform ASK SECURITY CC of closure of the account to which the Debit Order applies, or should it come to my knowledge that the account will not have sufficient funds. I grant consent that ASK SECURITY CC may re-submit a dishonoured debit order payment on the following payment date until the capital owed to ASK SECURITY CC has been paid in full. I understand that this Debit Order will not by its mere implementation create a credit agreement or transaction as defined in the National Credit Act 34 of 2005 and that I shall still be liable under common law or I shall remain liable in terms of any agreement concluded between me and ASK SECURITY CC and I shall remain liable for any interest/legal costs as agreed with ASK SECURITY CC or as prescribed in the Prescribed Rate of Interest Act 55 of 1975. I consent that ASK SECURITY CC may process and supply my information as contained in this form to my Bankers and to ASK SECURITY CC to give effect to the implementation of this Debit Order authorisation. I understand that ASK SECURITY CC shall have no liability if my Bankers incorrectly or not at all implement this Debit Order. I understand that the banking costs for the implementation of this Debit Order or for the re-submission of any instalment made in terms hereof will be for my account. I undertake to immediately inform ASK SECURITY CC of being placed under business rescue, being voluntary or compulsory sequestrated or being liquidated. In the event of a Debit Order not being debited from my account because of such payment/order being on a Saturday/Sunday or South African Public Holiday, I authorise ASK SECURITY CC to re-submit payment of such Debit Order on the next business day following the Saturday, Sunday or Public Holiday.
- 11.4. The Annual Radio Network Admin Fee for the transmitter in the System, the first such fee to be paid on installation or activation of the System and subsequent annual fees will become payable as invoiced.

### 12. JURISDICTION

- 12.1. The Client hereby consents to the jurisdiction of the Magistrate's Court in respect of any claims arising out of this Agreement.

### 13. BREACH

In the event of:

- 13.1. The non-payment of any monies or portion thereof in terms of this Agreement on the due date.
- 13.2. The breach by the Client of any of the conditions of this Agreement.
- 13.3. The Client's insolvency: ASK SECURITY CC shall have the right to forthwith:
- 13.3.1. To cancel the Agreement.
- 13.3.2. To claim any payments due.
- 13.3.3. To claim any damages for such breach of contract.
- 13.4. The Client furthermore agrees to pay all costs and disbursements, including legal costs on the attorney and own client scale, collection commission, tracing charges and interest incurred by ASK SECURITY CC in enforcing any of its rights in terms hereof.

### 14. TERMINATION, SUSPENSION OR RENEWAL OF THE AGREEMENT

- 14.1. Termination
- 14.2. You are entitled to terminate this Agreement:
- 14.2.1. Up on the expiry of the Fixed Term, without penalty or charge, but subject to what is set out below; or
- 14.3. ASK SECURITY CC may terminate or suspend this Agreement in writing immediately if:
- 14.3.1. The Alarm Receiving Centre or the System is destroyed or so badly damaged that ASK SECURITY CC cannot reasonably provide the Service.
- 14.3.2. ASK SECURITY CC cannot for any reason whatsoever arrange or keep the telecommunications or other communication facilities needed to transmit and/or receive the signal to or from the Premises or the Alarm Receiving Centre.
- 14.4. ASK SECURITY CC may, without prejudice to any other rights which ASK SECURITY CC may have, including the right to claim damages, and a penalty because of premature termination of this Agreement, either claim specific performance, terminate this Agreement or suspend its Services in terms of this Agreement on 30 (thirty) days written notice if any of the following apply, and You fail to rectify same within the said 30 (thirty) days:
- 14.4.1. You fail to make timeous payment of any amount due to us by You.
- 14.4.2. You commit a breach of any of your obligations under this agreement.
- 14.4.3. In the event of your death, application is made for your sequestration, you enter into any kind of arrangement or settlement or scheme with your creditors or if a receiving order or administrate on order is made against You, subject to the terms of a subscription waiver policy applicable.
- 14.4.4. Any legal proceedings are taken against You by ASK SECURITY CC. Or by a third party relating to the System, the Services or the Premises or any part of the Premises.
- 14.4.5. You fail to follow any recommendations ASK SECURITY CC to make for repairing or replace faulty or old parts of the system, or for repairs to the Premises which ASK SECURITY CC consider necessary for the System to work properly or to prevent unnecessary damage to the System.
- 14.4.6. You do not follow the instructions or if, for any other reason which is or ought to be within your control. There is an excessive (in ASK SECURITY CC 's sole discretion) number of false alarms.
- 14.4.7. You change the Premises in such a way that ASK SECURITY CC believe it is no longer viable to provide the Services
- 14.5. At the termination of the Agreement:
- 14.5.1. ASK SECURITY CC will stop providing the Services forthwith and ASK SECURITY CC shall be entitled to disconnect and remove the Basic System if it is indicated that it is Rented.
- 14.5.2. You remain liable to ASK SECURITY CC for any amounts owed to ASK SECURITY CC in terms of the Agreement up to the date of termination.
- 14.5.3. ASK SECURITY CC may impose a reasonable cancellation penalty with respect to any Services provided to You in contemplation of the Agreement enduring for its intended fixed period.



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- 14.5.4. ASK SECURITY CC may claim from the Client all arrears of fees to the date of such possession, together with any outstanding charges and disbursements, and In addition to claim from the Client a reasonable early cancellation penalty in terms of Section 14 and Regulation 5 of the Consumer Protection Act. The parties agree that a reasonable penalty will be equal to a sum equivalent to 50% of the unexpired agreement periods' monthly fees payable by the Client to ASK SECURITY CC in terms of this agreement.
- 14.6. Suspension
- 14.6.1. If ASK SECURITY CC gives You written notice of suspension, which notice may be addressed to your postal or Dom cilium address, such notice suspends what ASK SECURITY CC is obliged to do under this Agreement and ASK SECURITY CC has no obligations until the suspension is lifted by ASK SECURITY CC by notice in writing to You.
- 14.7. Renewal
- 14.7.1. Subject to the provisions of this Agreement. You are upon expiry of the Fixed Period, entitled to renew this Agreement for an additional Fixed Period.
- 14.8. Upon the expiry of the initial period of this agreement set out herein, the Client may cancel this agreement by giving at least 30 calendar days prior written notice of such cancellation. Should the Client not wish to cancel the agreement, the parties agree that the agreement will be deemed to have been renewed and continue to in force for a period as contemplated in Section 12(2)(d)(ii) of the Consumer Protection Act, as amended from time to time, unless You expressly:
- 14.8.1. Direct ASK SECURITY CC to terminate the Agreement on the expiry date; or
- 14.8.2. Agree in writing to the renewal of the Agreement for a further Fixed Period.
- 15. SOLE AGREEMENT**
- This Agreement is the full and final Agreement between the parties. No representation, warranties, terms and conditions not recorded in this document shall form part of this Agreement, and no variation of this Agreement shall be of any effect unless in writing and duly signed on behalf of both parties.
- 16. CESSION, ASSIGNATION AND TRANSFER**
- The parties hereto acknowledge that ASK SECURITY CC shall be irrevocably entitled to cede, assign and transfer this Agreement or any portion hereof to any other company which is subsidiary of or associated with the holding company ASK SECURITY CC where after the contractual nexus shall be between the Client and Cessionary only. The Client irrevocably consents to such cession, assignment and transfer.
- 17. DOMICILLIUM CITANDI ET EXECUTANDI**
- Address at which Service will be rendered (which you hereby elect as your DOMICILLIUM CITANDI ET EXECUTANDI). The Client hereby appoints the premise as set forth above as his DOMICILLIUM CITANDI ET EXECUTANDI, as well as the address for service of all documents and other purposes incidental to arising out of this Agreement. The Client hereby binds himself/herself in his/her personal capacity as surety for and co-principal debtor in sodium for the due performance of all the Client's obligations under this Agreement.
- 18. OWNERSHIP**
- Ownership in the goods sold shall remain vested in ASK SECURITY CC and not passed on to the customer until receipt by ASK SECURITY CC of all the amounts payable by the customer has been received. Radio/communicator transmitting devices, antennas and ASK SECURITY CC sign boards remain the property of ASK SECURITY CC.
- 19. GENERAL**
- 19.1. The offer constitutes an irrevocable offer by You to ASK SECURITY CC for ASK SECURITY CC to provide You with the Services selected in the schedule.
- 19.2. If You enter this Agreement together with any other person You and such other person are both liable jointly and severally to ASK SECURITY CC. If payment in terms of this Agreement is made by any person other than You, such person is bound as surety and co-principal debtor in terms of this Agreement. The Account Holder shall become party to this Agreement and your liability and that of the Account Holder to ASK SECURITY CC shall be joint and several.
- 19.3. ASK SECURITY CC requires the Account Holder to sign this Agreement failing which ASK SECURITY CC shall be entitled not to provide the Services to You.
- 19.4. An amount to be paid in terms of this Agreement shall be deemed to have been paid only when the cheque or negotiable instrument concerning such payment has been met and ASK SECURITY CC 's bank account has been credited. This Agreement is the entire Agreement between ASK SECURITY CC and You and ASK SECURITY CC shall not be bound by any representations, undertakings, promises or the like not specifically recorded or incorporated herein. No variation of this Agreement waiver of rights, and release from any obligations or consensual cancellation in terms of this Agreement shall have any effect unless in writing and signed by both ASK SECURITY CC and You.
- 19.5. No indulgence, latitude, extension of time or omission by ASK SECURITY CC shall constitute a waiver by ASK SECURITY CC of any of ASK SECURITY CC 's rights under this Agreement and shall not amount, in any appropriate instance, to a condemnation by ASK SECURITY CC of any act or omission on your part and such conduct shall not in any circumstances whatsoever, give rise to a defence of estoppel.
- 19.6. You hereby consent to the jurisdiction of the High Court in respect of any actions by ASK SECURITY CC arising under this Agreement or the implementation or cancellation or termination thereof. Should ASK SECURITY CC wish to proceed in a Magistrate's Court having jurisdiction, ASK SECURITY CC may do so at its election without precluding it from proceeding in another Court with competent jurisdiction if ASK SECURITY CC so chooses. You agree that this consent is severable from this Agreement and shall apply even in the event of termination of the Agreement.
- 19.7. You choose as your DOMICILLIUM CITANDI ET EXECUTANDI for all purposes under this Agreement, whether in respect of court process. Notices or other documents or communications of whatsoever nature the address stated in the Schedule.
- 19.8. You are not entitled to cede, delegate or otherwise transfer your rights and obligations under this Agreement to any other party. unless agreed otherwise in writing by ASK SECURITY CC.
- 19.9. To the extent any provision of this Agreement is found to be void, invalid or unenforceable, for whatever reason, the parties shall procure that the provision shall (where possible to do so whilst maintaining the purpose of the Agreement) be amended to the minimum extent possible to make it valid or enforceable, or if this is not possible, shall be deleted from the Agreement. In all such circumstances, the remainder of this Agreement shall remain in force unaffected and ASK SECURITY CC and You agree that ASK SECURITY CC would have entered this Agreement on all the other terms hereof even if the amended or deleted provision as were not agreed upon by ASK SECURITY CC.
- 19.10. Any provision of this Agreement which contemplates performance or observance subsequent to any termination or expiration of this Agreement and continues in full force and effect.
- 19.11. ASK SECURITY CC cannot be held responsible for the consequences of a possible power failure, because it is a voluntary service that we offer. We will however always do our utmost to deliver the best possible service to the client in this regard. Please make sure you put enough electricity on the meter to last until your next visit. ASK SECURITY CC Security can reload your meter, but an additional call out fee will be charged. All ESKOM and Local Municipality related power failures stay your responsibility and to ensure the power is restored to your individual home, ASK SECURITY CC cannot be held liable and will not take any responsibility thereof.
- 19.12. You shall have a cooling off period of 5 (five days from Start Date of this Agreement during which time, you may retract from this offer. You must inform ASK SECURITY CC in writing that You wish to withdraw from this offer within the 5 (five) days failing which, the terms and conditions of this Agreement will become enforceable.

Signed at _____ on this _____ day of _____ 20_____	
Customer Signature	