



LONDOLLOZA SERVICE AGREEMENT

RELATING TO SRA SERVICE LEVEL AGREEMENT

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 LONDOLLOZA and any instructions and/or annexures.

CONTROL CENTRE

The place to which signals from the System are transmitted and are monitored by LONDOLLOZA.

BASIC SYSTEM

Basic System, Control Panel, Transformer, Keypad, Radio/Telephone Transmitter, 2 Panic Buttons, 2 Passives, 2 Door Magnets, Siren and a battery with battery back-up installed by LONDOLLOZA.

INDEPENDENT INSTALLER

A company, other legal entity or individual conducting business on its own behalf and independently from LONDOLLOZA, may include an Authorized dealer. The Independent installer is not LONDOLLOZA'S agent or representative for any purpose other than the sole purpose of presenting LONDOLLOZA'S Agreement to the customer and signing the Reaction & Monitoring Schedule & Contract in a case where LONDOLLOZA will be doing the Monitoring and/or armed reaction service to you.

1.6 EMERGENCY REACTION

The measures that LONDOLLOZA, the police or any other armed reaction company or other nominated party carry out when the Control centre informs them that a signal has been received from the System.

1.7 EXTRA CHARGES

The extra charges referred to in clause 5 herein.

1.8 FIXED PERIOD **PER SRA CONTRACT**

24 Months from the Start Date or any lesser period, as it would have been agreed between you and LONDOLLOZA, unless otherwise specified on the reaction & monitoring schedule herewith by the customer at the onset of the agreement.

1.9 REACTION & MONITORING SCHEDULE & CONTRACT

The document to be signed by you at the premises, which confirms that the system has been satisfactorily installed and that you have been instructed in its use. The reaction & monitoring schedule & contract shall be deemed to have been signed when LONDOLLOZA receives the first signal from your premises to the control centre.

1.10 INFORMATION

Any information or guidelines that LONDOLLOZA issue to you from time-to-time, including any verbal instruction and any manual relating to the System.

1.11 KEYHOLDER

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 LONDOLLOZA at the Control centre.

1.12 ANNUAL LICENCE FEE

The fee that LONDOLLOZA charges the customer for administration of Radio Frequencies.

1.13 LANDLORD

The owner of the Premises.

1.14 NORMAL WORKING HOURS

8AM TO 5PM, Monday to Fridays, excluding public holidays.

1.15 OFFER

The offer by you to LONDOLLOZA to provide you with the Services on the terms and subject to the conditions set out in this document.

1.16 The building where the System is installed or any other premises where you would require us to render the services.

1.17 PRIME RATE

The rate of interest published from time to time by our bank as it's 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.

1.18 SATISFACTORY EXPLANATION

Any explanation which is satisfactory to LONDOLLOZA in LONDOLLOZA'S discretion.

1.19 SCHEDULE

The reaction & monitoring detail schedule which needs to be completed upon inception which provides all necessary information to LONDOLLOZA.

1.20 SERVICES

The services described in this Agreement are for reaction and monitoring services as per the reaction & monitoring detail schedule completed and chosen by you by marking the appropriate box with a tick or a cross.

1.21 START DATE

For new systems, the date upon which the Independent Installer or LONDOLLOZA completed installation of the System, you (or your representative) as well as LONDOLLOZA or the independent installer will sign the Invoice or Schedule. Where you have a system already installed at the Premises, the Start Date is the date on which the Independent installer or LONDOLLOZA completed inspection, testing and approval of your existing system (the process) and you (or your representative) and LONDOLLOZA or the independent installer sign the Invoice or Schedule. The process shall be deemed to have been complete when LONDOLLOZA receives the first signal from your system.

1.22 SYSTEM

The Alarm monitoring equipment, including the detection equipment and/or the radio transmitter installed by LONDOLLOZA or the independent installer at the Premises including wiring and also anything that LONDOLLOZA install when LONDOLLOZA carries out repairs under this Agreement. The customer must pay a connection fee and Annual License Fee upon start-date of the contract. Nevertheless, LONDOLLOZA owns the Basic System and you only have the use of it for the purposes and for the duration of this Agreement. The radio transmitter shall at all times remain the property of LONDOLLOZA.

1.23 WE, OUR, US, LONDOLLOZA, including where appropriate our employees, agents and/or sub-contractors and our successors-in title.

1.24 YOU, YOURS, THE CUSTOMER

The person who makes the Offer contained in this document.

TERMS AND CONDITIONS

2. MONITORING AND ARMED REACTION SERVICES

The Customer wishes to make use of the service of LONDOLLOZA based on the terms and conditions stipulated in this document.

LONDOLLOZA shall provide the services to you at the Premises on the terms and subject to the conditions of this Agreement from the Start Date.

3 THE CUSTOMER'S OBLIGATION

You are obliged in addition to your other obligations in this agreement:

3.1 To use your utmost efforts to ensure that the Premises and the contents thereof are safe and without risk for LONDOLLOZA's representatives in doing what LONDOLLOZA is obliged to do in terms of this Agreement.



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- 3.2 To notify LONDOLLOZA in writing of the changes to the name(s), residential address(es) and telephone number (s) of the Keyholders with whom LONDOLLOZA may communicate regarding the System.
- 3.3 Not to appoint a Keyholder who does not enjoy the use of an operational telephone and to immediately revoke any such appointment if such person previously appointed as a Keyholder no longer enjoys the use of an operational telephone.
- 3.4 To attend to the Premises as soon as is reasonably possible after being called to do so by LONDOLLOZA.
- 3.5 To give LONDOLLOZA access to the Premises so that LONDOLLOZA may provide the Services and erect its signage. LONDOLLOZA shall not be held responsible for any damage to the Premises caused as a result of LONDOLLOZA carrying out the Services. LONDOLLOZA will endeavour to act responsible at all times while rendering it's services.
- 3.6 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.
- 3.7 To pay your telephone, electricity and other bills timorously and to ensure that your telephone and electricity is so that the System and the Services are not affected in the event that you have a prepaid telephone and no radio transmitter, you hereby acknowledge that in order for a signal to be received by the Control Centre your telephone must be sufficiently prepaid.
- 3.8 In the event you move premises, you undertake to notify LONDOLLOZA of the new address to ensure that a System is properly connected so that LONDOLLOZA is able to continue to provide you with the Services.
- 3.8.1.1 In the event that you move premises, you will remain bound to the terms and conditions of this Agreement. LONDOLLOZA in it's own discretion may reconnect you provided your new premises are situated in the area in which is serviced by LONDOLLOZA. You will be liable for a connection fee at LONDOLLOZA's standard rates applicable at the relevant time, which shall include the installation of a transmitter. **PER SRA CONTRACT**
- 3.8.2 Where LONDOLLOZA reconnects you to the new premises in terms of 3.8.1 above, you will be required to sign a new agreement with the same terms and conditions which will reflect the new premises for the remainder of the duration of this Agreement.
- 3.8.3 Where LONDOLLOZA is unable to re-connect you for any reason that is not LONDOLLOZA's fault, you will continue to be bound for the duration of this contrac**PER SRA CONTRACT**
- 3.9 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 Premises or the contents thereof. It remains your responsibility to ensure that the contents of your premises are adequately insured.
- 3.9.1.1 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 the Premises unattended for any period exceeding 7 (seven) days by contacting our Control Centre.
4. LIMITATIONS OF LONDOLLOZA'S LIABILITY
- 4.1 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 any manner whatsoever as providing you or any third party whomsoever with any guarantee or assurance of safety or against any loss, liability , injury or damage of whatsoever nature and howsoever arising.
- 4.2 Subject to the provisions of the Act, neither LONDOLLOZA nor any other persons for whom LONDOLLOZA may be liable in law shall be liable to yourself/ves 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, non-rendering or attempted rendering by LONDOLLOZA of the Services in terms of this Agreement or in delict or otherwise at the Premises if any such loss, liability, injury or claims arise as a result of or pursuant to any innocent or negligent act or omission on the part of LONDOLLOZA or any other persons for whom LONDOLLOZA may be liable in law, save for gross negligent, fraudulent or malicious act or omission on our part.
- 4.3 Subject to the provisions of the Act, the Customer
- 4.3.1 Hereby irrevocably waives all and any such claims referred to in clause 4.2 above
- 4.3.2 Hereby irrevocably indemnifies LONDOLLOZA or any other person for whom LONDOLLOZA may be liable in law against all claims of third parties arising out of the said acts or omissions as referred to in clause 4.2 above, at the premises.
- 4.4 To the extent that LONDOLLOZA's rights in terms of the clause above are limited by the Act or any other law, the provision of clause 8.13 herein shall be invoked.
- 4.5 Without any limiting or derogating from the provisions of clause 4.2 above, LONDOLLOZA shall further not be liable to yourself/ves for any damage, loss, liability or injury of whatsoever nature and howsoever arising that may result from any force majeure or casus fortuitous. This includes and is not limited to unforeseeable interruptions of radio links between LONDOLLOZA and yourself/ves, any acts or omissions of any government agency, provincial or local authority or similar authority, any laws or regulations having the force of law, civil strife, riots, insurrection, sabotage, acts of war or public enemy, illegal strikes, interruption of transport, lockouts, tremor, flood, storm or fire.
- 4.6 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.
- 4.7 LONDOLLOZA may be unable to respond to a signal or unable to respond within a reasonable time following any electrical or other type of abnormal storm or Act of God or any adverse weather conditions, unless the emergency is telephoned in to the Control Centre and is operational and conditions allow for reaction within a reasonable time.
- 4.8 Our responsibility and obligations to you cease immediately when this Agreement is terminated or the Services are suspended under clause 7 herein.
- 4.9 The provisions of this clause 4 do not in any way derogate from the exemptions from liability contained elsewhere in this agreement.
5. **COST IMPLICATIONS**
- 5.1 You are liable for the timeous payment in terms of this Agreement, of the charges set out in the Schedule pertaining to the Services. These charges include VAT, if VAT is charged, and if the rate of VAT changes during the course of this Agreement, you will be liable to pay VAT at any new rate. **PER SRA CONTRACT**



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- 5.2 In the years following the completion of the first year from the Start Date, LONDOLLOZA is entitled to increase its charges including an Extra Charge, in order to cover any increase in the costs of providing the Services. LONDOLLOZA will inform you in writing and by ordinary post (and you will be deemed to have received such notice within 7 days after posting such notice) of any increased amount. **PER SRA CONTRACT**
- 5.3 You are also responsible for the following charges:
- 5.3.1 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 LONDOLLOZA or any other party.
- 5.3.2 R171.00 per armed reaction call out after the third call out per month which LONDOLLOZA in its sole discretion deems to be unnecessary, including as a result of your failure to ensure that your System is in working order, without prejudice to any other rights that LONDOLLOZA may have in terms of this Agreement.
- 5.3.3 Any extra charges or charges for work done by police, fire or other authorities, medical service providers, armed response service providers or any other party not covered by this agreement.
- 5.4 You are also liable to pay for annual license fees, and a bill for these fees will be issued annually.
- 6. PAYMENT PER SRA CONTRACT**
- 6.1 You shall further be obliged to pay the service charges provided for in the Schedule and elsewhere in this agreement, monthly in advance by debit order. LONDOLLOZA will require payment by cheque or EFT in advance for the first month's charges to allow time for the debit order to be established. If there is no payment received via cheque or EFT, a double debit may apply to cover the first and second month's debit orders and/or installation fee, should this be applicable.
- 6.2 In the event of any payment being overdue, LONDOLLOZA will be entitled to charge you interest from the date of LONDOLLOZA's relevant invoice for payment until the date of actual payment at the Prime Rate plus 2%.
- 6.3 LONDOLLOZA is not obliged to, and do not accept postdated cheques.
- 6.4 In the event of any breach by you or your payment obligations, save as otherwise provided in this Agreement, LONDOLLOZA shall be entitled to list you with Accountability, suspend the performance of its obligations to you and to disconnect and/or remove the rented System without any notice to you and begin measures to collect outstanding fees immediately.
- 7. TERMINATION OR SUSPENSION OF THE AGREEMENT**
- 7.1 Unless this Agreement is terminated under clauses 7.3 or 7.4 below, the duration of this Agreement **PER SRA CONTRACT**
- 7.2 LONDOLLOZA or you are entitled to terminate the Agreement with effect from the expiry of the Fixed Period by giving at least 3 months notice in writing prior to the expiry of the Fixed Period to the other party, failing such notice this Agreement shall continue after the Fixed Period until either party gives 1 calendar months notice of termination of this Agreement **PER SRA CONTRACT**
- 7.3 LONDOLLOZA may terminate or suspend this Agreement in writing immediate **PER SRA CONTRACT**
- 7.3.1 The Control Centre or the System are destroyed or so badly damaged that LONDOLLOZA cannot reasonably provide the Service. **PER SRA CONTRACT**
- 7.3.2 LONDOLLOZA 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 Control Centre.
- 7.4 LONDOLLOZA may, without any prejudice to any other rights which LONDOLLOZA may have, including the right to claim damages (including for the remaining period of this Agreement) and payment of LONDOLLOZA's charges from the remaining period of the Agreement, either claim specific performance, terminate this Agreement or suspend our services in terms of this Agreement for a period we consider appropriate, without notice, if any of the following apply:
- 7.4.1 You fail to make timeous payment of any amount due to us by you; **PER SRA CONTRACT**
- 7.4.2 You commit a breach of any of your obligations under this agreement;
- 7.4.3 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 administration order is made against you, subject to the terms of a subscription waiver policy, if applicable.
- 7.4.4 Any legal proceedings are taken relating to the System or the Premises or any part of the Premises.
- 7.4.5 You fail to follow any recommendations LONDOLLOZA make for repairing or replacing faulty or old parts of the system, or for repairs to the Premises which LONDOLLOZA considers necessary for the System to work properly, or to prevent unnecessary damage to the System.
- 7.4.6 You do not follow the instruction or if, for any other reason which is or ought to be within your control, there is an excessive (in LONDOLLOZA's sole discretion) number of false alarms.
- 7.4.7 You change the Premises in such a way that LONDOLLOZA believes it is no longer viable to provide the Services.
- 7.5 If LONDOLLOZA gives you written notice of suspension, which notice may be addressed to your postal or Domicilium address, such notice suspends what LONDOLLOZA is obliged to do under this Agreement and LONDOLLOZA has no obligations until the suspension is lifted by notice in writing to you.
- 7.6 At the termination of the Agreement LONDOLLOZA will stop providing the Services forthwith and LONDOLLOZA shall be entitled to disconnect and/or remove the Basic System if the schedule reflects that it is rented.
- 8. GENERAL**
- 8.1 The offer constitutes an irrevocable offer by you to LONDOLLOZA for LONDOLLOZA to provide you with the Services; **PER SRA CONTRACT**
- 8.2 LONDOLLOZA is entitled to transfer all of its rights and obligations under this Agreement to another party without your consent and you hereby accept and approve any such transfer of LONDOLLOZA's rights and obligations. In the event of any such transfer, LONDOLLOZA's rights and obligations to you under this Agreement shall automatically be **PER SRA CONTRACT**
- 8.3 If you enter into this Agreement together with any other person, you and such other persons are both liable jointly and severally to LONDOLLOZA. If you are a tenant at the Premises, the Landlord, if it bound itself as surety and co-principal debtor in terms of this Agreement shall become party to this Agreement and your liability and that of the Landlord to LONDOLLOZA shall be **PER SRA CONTRACT**
- 8.4 We may pass on the information you have given to us under this Agreement to any legal authority, insurer or other LONDOLLOZA group company and, except for the security details, for any credit reference or debt collection agency without your consent.



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- 8.5 LONDOLLOZA may require the Landlord of the Premises to sign this Agreement within a reasonable period of time after giving notice to you, failing which LONDOLLOZA shall be entitled to cancel this Agreement.
- 8.6 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 LONDOLLOZA's bank account has been credited.
- 8.7 This Agreement is the entire Agreement between LONDOLLOZA and you, LONDOLLOZA shall not be bound by any representations, undertaking, promises or the like not specifically recorded or incorporated herein. No variation of this Agreement, waiver of rights shall have any effect unless in writing and signed by both LONDOLLOZA and you.
- 8.8 No indulgence, latitude, extension of time or omission by LONDOLLOZA shall constitute a waiver by LONDOLLOZA of any of LONDOLLOZA's rights under this Agreement and shall not amount in any appropriate instance to a condonation by LONDOLLOZA of any act or omission on your part and such conduct shall not, in any circumstances whatsoever, give rise to a defence of estoppel.
- 8.9 You hereby consent to the jurisdiction of the Gauteng Local Division of the High Court in respect of any actions by LONDOLLOZA arising under this Agreement or the implementation or cancellation or termination thereof. Should LONDOLLOZA wish to proceed in a Magistrate's Court having jurisdiction LONDOLLOZA may do so at LONDOLLOZA'S election without precluding LONDOLLOZA from proceeding in the Gauteng Local Division if LONDOLLOZA so chooses. You agree that this consent is severable from this Agreement and shall apply even in the event of termination of the Agreement.
- 8.10 You shall be liable for any legal costs incurred by LONDOLLOZA in enforcing the provisions of this Agreement on the attorney and own client scale, including any collection commission and tracing fees.
- 8.11 You choose as your domicilium citandi executandi for all purposes under this Agreement, whether in respect of court process or other documents or communications of whatsoever nature the address in the Schedule.
- 8.12 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 LONDOLLOZA.
- 8.13 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 LONDOLLOZA and you agree that LONDOLLOZA would have entered into this Agreement on all the other terms hereof even if the amended or deleted provision were not agreed upon by LONDOLLOZA.
- 8.14 Any provision of this Agreement which contemplates performance or observance subsequent to any termination or expiration of this Agreement shall survive any termination or expiration of this Agreement and continue in full force and effect.
- 8.15 When any number of days is prescribed such number shall exclude the first and include the last day unless the last day falls on a weekend or public holiday in the Republic of South Africa, in which case the last day shall be next succeeding day which is not a weekend or public holiday.
- 8.16 The rule of interpretation that a written agreement shall be interpreted against the party responsible for the drafting or preparation of that agreement shall not apply.
- 8.17 If any provision in a definition or in the Schedule is a substantive provision conferring rights or imposing obligations on any party, notwithstanding that it is only in the definition clause or in the Schedule, effect shall be given to it as if it were substantive provision in the body of the Agreement.