

1. DEFINITIONS

For purposes of this Agreement and Annexure A:

- a.) **“Customer”** means the person, company, body corporate, or homeowners’ association referred to in this Agreement.
- b.) **“Commencement Date”** means the start date of this Agreement as set out in Annexure A.
- c.) **“Designated Management”** collectively refers to the supervisor of the security personnel, the supervisor’s immediate superior, and the area manager. Any reference to “Designated Management” includes each of these persons individually, as the context requires.
- d.) **“Domicilium citandi et executandi”** means the chosen address for the service and receipt of all legal notices and documents relating to this Agreement.
- e.) **“Initial Period”** means the period stated in Annexure A, calculated from the Commencement Date.
- f.) **“Monthly Service Fee”** means the service fee specified in Annexure A, or as amended by Systems Control Integration (“SCI”) from time to time in terms of this Agreement, exclusive of VAT.
- g.) **“Premises”** means the property or location of the Customer identified in Annexure A.
- h.) **“Prime Rate”** means the prime overdraft rate charged from time to time by Standard Bank of South Africa Limited to its corporate customers, calculated on a 365-day year and compounded monthly in arrears.
- i.) **“Security Personnel”** means the employees, sub-contractors, or agents of SCI deployed at the Customer’s premises, as specified in Annexure A.
- j.) **“Services”** means the guarding and security services described in Annexure A and rendered by SCI to the Customer under this Agreement.
- k.) **“VAT”** means Value-Added Tax as defined in the Value Added Tax Act, No. 89 of 1991, as amended.

2. PRELIMINARY AND INTERPRETATION

- a.) When a number of days is prescribed, such days shall be calculated exclusively of the first and inclusively of the last day, unless the last day falls on a Saturday, Sunday, or public holiday, in which case it shall roll over to the next business day.
- b.) In the event of conflict between numerals and words, the words shall prevail.
- c.) Clause headings are for convenience and do not affect interpretation.
- d.) Words importing any gender include the other genders; the singular includes the plural and vice versa; and natural persons include juristic persons and vice versa.

3. BASIS OF AGREEMENT

- a.) SCI agrees to provide guarding and security services to the Customer as detailed in Annexure A.
- b.) SCI shall not be required to perform any security-related duties not recorded in writing and agreed to by both parties.

4. DURATION OF CONTRACT

- a.) This Agreement shall continue for the period set out in Part H of Annexure A, commencing on the Commencement Date. The first three (3) months shall constitute a probation period, after which either party may terminate the Agreement with one (1) calendar month's written notice.
- b.) In the event of a breach by either party, the non-defaulting party may issue written notice requiring the defaulting party to remedy such breach within fourteen (14) days. Failing such remedy, the non-defaulting party may cancel the Agreement by giving one month's calendar written notice.

5. FEES PAYABLE

- a.) The Monthly Service Fee is payable by the Customer no later than the second (2nd) working day of each new month.
- b.) Annual fee adjustments shall take effect on 1 March each year and shall not exceed 9.5%. Adjustments will be based on PSIRA directives, applicable wage determinations, and CPI, and shall be communicated in writing.
- c.) Any overdue amounts shall bear interest at the Prime Rate plus 2% per annum, calculated from the due date until payment in full.
- d.) SCI reserves the right to suspend services for any period during which payment remains outstanding.
- e.) The Customer may not withhold or delay payment for any reason, except where an SLA breach has been formally verified in writing.

6. OBJECT OF GUARDING SERVICE

- a.) SCI undertakes to provide PSIRA-graded, uniformed, trained, equipped, and supervised personnel whose primary function shall be to minimise risk of loss or damage by theft, fire, burglary, or malicious acts, in accordance with the site-specific Standard Operating Procedures (SOPs).
- b.) Where feasible, the Customer shall provide a guardroom or suitable space for administrative duties and shelter.

7. RISK

- a.) The Customer shall grant SCI reasonable access to the premises, records, and staff for purposes of incident investigations.
- b.) In the event of strikes, riots, acts of God, or other force majeure circumstances, SCI and the Customer shall agree on a contingency service plan.

8. LIABILITY

- a.) The Customer acknowledges that the Services are a deterrent only and not a guarantee of safety or prevention of loss. SCI will exercise reasonable care but provides no absolute assurance against damage, loss, or injury.
- b.) Subject to the Private Security Industry Regulation Act and the Consumer Protection Act, SCI shall not be liable for any indirect, consequential, or special damages, or for loss arising from negligence (unless gross), save for instances of gross negligence, fraud, or wilful

misconduct.

c.) The Customer:

- a.) Waives all claims against SCI and its personnel arising from negligent acts or omissions, except as stated above.
- b.) Indemnifies SCI against third-party claims resulting from such acts or omissions.
- c.) SCI shall not be liable for loss or damage arising from force majeure, including but not limited to war, riot, natural disaster, or government intervention.
- d.) The Customer acknowledges that the Services supplement but do not replace adequate insurance. The Customer is responsible for maintaining appropriate cover for its property and premises.
- e.) SCI's obligations cease immediately upon termination or suspension of services.
- f.) SCI shall not be responsible for loss or damage to third-party property located on the Customer's premises. The Customer indemnifies SCI against such claims.

9. BREACH AND PROOF OF INDEBTEDNESS

a.) If the Customer breaches this Agreement and fails to remedy such breach within fourteen (14) days of written notice, SCI may:

- I. suspend or terminate services with one calendar month' written notice: or
 - II. Written notice of suspension shall release SCI from all performance obligations until reinstatement in writing.
 - III. A certificate signed by a director of SCI reflecting the Customer's indebtedness shall constitute **prima facie proof** of such debt for all purposes, including legal proceedings.
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10. GENERAL PROVISIONS

a.) To enable SCI to perform its services effectively, the Customer grants SCI the following rights:

- (i) To conduct reasonable searches of persons or property on the premises, with consent where practicable, as per section 42(3) of the Criminal Procedure Act.
- (ii) In emergencies, to use reasonable force to access locked areas for protection of life or property.

The Customer indemnifies SCI for any claims arising from lawful actions taken under this clause.

b.) The Customer shall provide suitable facilities (guardhouse, electricity, and toilet access) for on-site personnel.

c.) SCI may inspect the premises at reasonable times to ensure compliance with service requirements.

d.) The Customer shall cooperate in all investigations, claims, or insurance processes

related to the services.

- e.) SCI personnel are authorised to detain or arrest individuals committing offences on the premises, in compliance with section 42(3) of the Criminal Procedure Act. The Customer indemnifies SCI against claims arising from arrests instructed by the Customer or its agents.
- f.) The Customer must comply with the Occupational Health and Safety Act, ensuring a safe working environment for all security personnel.
- g.) The Customer shall promptly notify SCI in writing of any change in circumstances affecting the provision or risk level of services.
- h.) The Customer may not cede, assign, or transfer rights or obligations without SCI's prior written consent.
- i.) The Customer shall nominate at least one authorised representative for communication and emergencies.
- j.) The Customer shall not, during the Agreement or for six (6) months after termination, employ or solicit SCI personnel. A breach will incur a recruitment fee equal to 18% of the affected employee's annual contract value.
- k.) Should the Customer relocate during this Agreement:
 - (i) The Customer must notify SCI of the new address.
 - (ii) This Agreement remains binding, subject to SCI's discretion to continue service at the new premises.
 - (iii) A new Annexure A may be signed reflecting the new location.
- l.) SCI may assign or transfer its rights and obligations under this Agreement to a third party by written notice to the Customer.
- m.) SCI may disclose Customer information to legal authorities, insurers, or debt collection agencies as required by law.
- n.) This document constitutes the entire Agreement. Any variation must be in writing and signed by both parties.
- o.) Any indulgence or extension of time shall not be deemed a waiver of SCI's rights.
- p.) The Customer shall be liable for all reasonable legal costs incurred by SCI in enforcing this Agreement, including attorney-and-client fees.
- q.) The Customer's **domicilium** for notices shall be the address stated in Annexure A.
- r.) If any provision is found to be invalid or unenforceable, it shall be amended or deleted to the minimum extent necessary without affecting the remainder of this Agreement.
- s.) Provisions intended to survive termination shall remain in full force and effect.
- t.) This Agreement shall not be construed against the drafter, and all definitions conferring obligations shall have full contractual effect.



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11. RENEWAL OF AGREEMENT

Upon expiry of the Initial Period stated in Annexure A, this Agreement shall automatically renew on a month-to-month basis. Either party may terminate the Agreement by giving one (1) full calendar month's written notice, which may be delivered via email.