

## Guarding Agreement:

Terms and conditions entered into by and between:

Beagle Watch Armed Response (Pty) Limited ('BW') of Unison House 190 Smit Street, Fairland, Johannesburg and:  
the Client being \_\_\_\_\_ ('the Client') residing at :

**The Client hereby agrees to be bound by the terms and conditions set out below.**

### 1. DEFINITIONS

- 1.1. BW means Beagle Watch Armed Response (Pty) Ltd;
- 1.2. The "client" or "you" means the party who has entered into this contract;
- 1.3. "The contract" means the terms and conditions set out below including the contents of the information set out in the Service Schedule which is attached to this agreement and is marked Annexure A and which forms part of these terms and conditions.
- 1.4. "We", "us" or "our" means BW, our successors, agents or assignees.
- 1.5. "Service/s" means the guarding and related services to be provided by BW to you as set out in the Service Schedule marked Annexure A.
- 1.6. "the Guarding Fee" means the amount payable by the Client to BW in respect of the Service Schedule

### 2. INTRODUCTION:

BW operates a team of trained security guards / reaction officers in the area and the Client wishes to make use of these Services and the parties wish the terms of their agreement to be recorded in this contract.

### 3. INTERPRETATION

- 3.1. Words importing natural persons shall include a reference to Bodies Corporate and other legal personae and vice versa;
- 3.2. Words importing the masculine shall include a reference to the feminine and other genders;
- 3.3. Words importing the singular shall include a reference to the plural and vice versa.

### 4. PERIOD OF THE CONTRACT

The contract will commence upon the date of the last person signing it and shall continue for the period specified in the service schedule. In the event that the period is for 12 months or longer, it may be cancelled by you subject to your giving BW three (3) calendar months' notice in writing, which BW must acknowledge in order make it effective.

Notwithstanding the contents hereof, you agree that it shall be sufficient for BW to accept your oral acceptance of the contract and that in such event you shall be bound to the terms and conditions of the contract and the service schedule. You confirm that you are aware that the terms and conditions of the contract and service schedule are available on BW's website and you hereby warrant that you shall peruse them before providing your oral acceptance. You agree that BW may record your oral consent.

### 5. SERVICES:

- 5.1. BW shall not provide any service to you outside the service schedule unless it is agreed to between you and BW and signed by both parties;
- 5.2. You undertake to provide a shelter for the guard as well as reasonable toilet facilities where so required by BW;
- 5.3. You hereby authorise BW and its employees in terms of the Criminal Procedure Act Nr 51 of 1977 to search and arrest any person found committing an offence or in respect of the premises or any part thereof;



**5. SERVICES continued:**

- 5.4. You warrant that you are not aware of any circumstance which has the potential of adversely affecting the ability of BW or its agents to render an effective service in accordance with you requirements, or that have the potential of adversely affecting BW's risk and / or liability in terms of this Agreement and you undertake to notify BW in writing immediately of any such circumstance;
- 5.5. You agree to allow BW, its employees and agents to inspect the site at any time to enable it to provide the service;

**6. PAYMENT FOR THE SERVICES:**

- 6.1. Unless otherwise recorded in writing all amounts due in terms of this agreement will become due, owing and payable in respect of the services, upon presentation of a valid invoice.
- 6.2. Further, you undertake to make full payment of the service fee in advance of the services being provided by BW. Payment shall be made by way of an electronic funds transfer or direct deposits into BW's bank account.
- 6.3. All amounts due to BW shall be paid without any deduction or set-off of whatsoever nature.

**7. INCREASE IN MONTHLY MONITORING AND RESPONSE FEES:**

BW will be entitled upon 1 (one) month's written notice to the Client to increase its monthly service fees which BW shall, in its sole discretion, base on both economic and operational factors.

**8. VARIATION AND/OR AMENDMENTS**

- 8.1. You may, during the term of this Agreement provide BW with varied and/or additional instructions relating to the service pertaining to amongst others increasing the extent of the service to be provided, or changing the nature of the service. In such event you variation and /or additional service request shall not novate, invalidate or vitiate any part of this Agreement which shall at all times remain binding on the parties;
- 8.2. You shall at all times be responsible for payment of all service fees pertaining to any variation or additional services provided by BW;
- 8.3. You agree that all such variations or additional services requested shall be in writing addressed to BW and in order to be effective shall be acknowledged by BW. Any verbal instructions or variations shall not be effective unless the provisions of this paragraph are met.

**9. IMPORTANT: READ CAREFULLY : LIMITATION OF YOUR RIGHTS AGAINST BW:**

- 9.1. BW, its directors, employees, reaction officers, guards and agents shall not be liable for any delay in rendering any of the services as set out in the contract or any failure to provide such services as result of force majeure including but not limited to strike action, protest, flood, riot, boycott, causation of supply, fire, explosion, traffic accidents involving the attending reaction officers, traffic congestion and road closures, heavy rain storms and electrical blackouts.
- 9.2. The client acknowledges and agrees that the services rendered are for the purposes of minimising the risk of burglary, personal attack, injury to or other applicable cause of loss and accordingly the client understands and agrees that the supply of the services is not in any way a guarantee to prevent crime and any other loss and BW does not warrant or guarantee that it is able to prevent or stop a crime, or deter a perpetrator from causing any loss suffered by the Client, its family and persons on the premises.
- 9.3. You hereby indemnify BW, its directors, employees, reaction officers, guards and agents against any claims howsoever arising or in connection with any claim which may be instituted against BW, its directors, employees, reaction officers, guards and agents arising out of a search or an arrest provided that BW has complied with any applicable legislation in effecting the search or the arrest.



- 9.4. The services shall be performed in respect of the premises and your assets only and shall not extend to any other sites or premises occupied by third parties or the assets of any third parties unless BW has agreed thereto in writing. In the event of you allowing third parties to occupy the site or premises or store any assets on the site or premises, you hereby indemnify BW, its directors, employees, reaction officers, guards and agents against any claim instituted by such third party for whatsoever reason.
- 9.5. Other than in the event of gross negligence, BW, its directors, employees, reaction officers, guards and agents shall not be liable for any loss incurred or suffered by the Client whatsoever arising from the performance or non performance of any of the services in terms of this contract, whether direct or indirect, consequential or contingent and whether foreseeable or not. For the purposes of clause 9 and its sub clauses loss shall mean, losses of any category, including but not limited to death, injury, loss of property, liabilities, claims, costs, charges, damages, legal costs and expenses, compensation payable under contracts, loss of normal operating profits, loss of opportunity, loss of goodwill, loss of revenue from related contracts and pure economic loss, interest and penalties.
- 9.6. As a result of the aforesaid, the Client hereby indemnifies and holds BW, its directors, employees, reaction officers, guards and agents harmless against any claim of whatsoever nature as referred to in paragraph 9 and its sub paragraphs which may be brought against BW, its directors, employees, reaction officers, guards and agents by any person as a result of death, injury, loss of or damage to property, liabilities, claims, costs, charges, damages, legal costs and expenses, compensation payable under contracts, loss of normal operating profits, loss of opportunity, loss of goodwill, loss of revenue from related contracts and pure economic loss, interest and penalties. It is agreed that no insurer will have any rights of subrogation against BW, its directors, employees, reaction officers, guards and agents and the Client agrees to notify its insurers of all provisions of this clause.
- 9.7. To the extent that BW is found in a court of law to be liable pursuant to the provisions of the Consumer Protection Act, No 68 of 2008, or as a result of any other legislation or common law, the Client hereby agrees that the maximum liability for which BW, its directors, employees, reaction officers, guards, and agents shall be liable for is limited to 10% of the monthly service fee for the year in respect of which the liability arises.

#### 10. ACCURACY OF INFORMATION:

The Client warrants that all the information provided to BW is true and correct and undertakes to provide BW with updated records to ensure that the information in the possession of BW is accurate and valid at all times.

#### 11. ACCESS TO PREMISES:

It is your responsibility to ensure that your premises are accessible to BW and its guards / reaction officers at all times. You agree that the reaction officers, guards may in their sole discretion determine whether or not they are able to access your premises and factors that would be considered include but are not limited to high walls, electric fence and vicious dogs. Further, it is your responsibility to at all times keep BW advised with regard to any structural changes made to your premises, the introduction of vicious dogs and any circumstances that may prevent BW and its guards / reaction officers from accessing your premises should it receive an alarm. Further, you acknowledge that lack of access to the premises in the case of an alarm may have significant consequences and you agree that BW, its directors, employees, reaction officers, guards and agents cannot guarantee the security of the premises and cannot be held liable accordingly

#### 12. DEFAULT

- 12.1. Should you be in default of this contract including but not limited to your failure to pay any monies due to BW, we shall issue you with a notice calling upon you to make up the arrears within seven (7) days.
- 12.2. Should you fail to do so, BW shall be entitled to immediately cease providing the services contained in the Service Schedule and shall be entitled to ignore all alarms it may receive in its control room or requests from you for its reaction officers to attend your premises, if applicable.

#### 13 BREACH

- 13.1. In the event that you default on any of the obligations in this contract and remain in breach for a period of seven (7) days after demand to remedy the breach has been sent to you, BW shall be entitled without prejudice to any other rights it may have, including the right to suspend the rendering of any service in terms of this contract to:



**13 BREACH Cont**

13.1.1. claim immediate payment of all monies that are due and payable, which, if you do not pay timeously, then BW may:

13.1.1.1 cancel this contract immediately and without notice;

13.1.1.2 retain all payments made by you in terms of the contract;

13.2. You agree that a certificate signed by any manager of BW whose appointment may not be proved shall constitute prima facie proof of the amount owing by you and that such a amount is due owing and payable. You agree that such certificate may be used for the purposes of any legal proceedings instituted against you including but not limited to summary judgment and / or provisional sentence.

**14 NO VARIATION TO THIS CONTRACT OTHER THAN IN WRITING**

No variation, amendment or alteration to any of the terms of this contract shall be of any force or effect and shall not be binding on BW unless such alteration, variation or amendment has been reduced to writing and has been signed by you and by a director of BW.

**15 YOUR CONTACT DETAILS**

15.1. You agree for the purposes of BW addressing any correspondence to you, including any formal notices of default as well as the place for service of any legal proceedings, that you hereby choose any of the addresses below as your domicile:

Contact Person: \_\_\_\_\_

Physical Address: \_\_\_\_\_

Contact Number: \_\_\_\_\_

Email & Fax: \_\_\_\_\_

Who will be liable for the account? \_\_\_\_\_

Amount to be paid is R1500 + Vat(R210) = R1710.00

**BANKING DETAILS :**

Beagle Watch Armed Response (PTY) LTD.

Standard Bank - Clearwater

Account Number : 081376081

Branch Code : 00-1206

Reference : Your personalised client code or residential address

15.2. In the circumstances you authorise BW to address any and all correspondence to the above address which, if sent by pre-paid registered post in the correctly addressed envelope, same shall be deemed to have been received on the seventh (7th) day after posting, or if delivered by hand to a responsible person during ordinary business hours, it shall be deemed to have been received on the day of delivery, of if sent by email or fax to your chosen email address, shall be deemed to have been received on the date of email /fax despatch.

**16 GENERAL**

16.1. BW reserves the right to cede or transfer its rights and obligations in terms of the contract to any other party. You may not cede or encumber any of your rights nor delegate any of your obligations under this contract to any party.

16.2. In the event of it being found that any one or more of the conditions in this contract not being enforceable then that particular clause shall be severed from the contract and the remaining terms of the contract shall continue to be of full force and effect and binding between the parties.

16.3. Any indulgences which may be granted by us to you shall not constitute a waiver or novation of the contract and shall not in any way affect BW's rights in terms of the contract.

Agreed by the parties hereto on this the \_\_\_\_\_ day of \_\_\_\_\_

Client's Signature: \_\_\_\_\_ Name in full \_\_\_\_\_

For and on behalf of Beagle Watch \_\_\_\_\_



## ANNEXURE "A" TO GUARDING AGREEMENT

This annexure provides information of the specific details of the guarding requirements appertaining to \_\_\_\_\_ ('the client') and residing at \_\_\_\_\_.

1. Time and date of commencement and termination of the agreement:

Time	Commencement Date:	Termination Date and Time :
Day Shift 06:00 - 18:00		
Night Shift 18:00 - 06:00		
Day Shift 06:00 - 18:00		
Night Shift 18:00 - 06:00		

2. Comments by supervisor :

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\_\_\_\_\_  
SIGNATURE: CLIENT: DATE

\_\_\_\_\_  
SIGNATURE: BEAGLE WATCH REPRESENTATIVE

### CHECK LIST

Is the guard positioned inside or outside the premises?

Inside	Outside
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Do we have access to a remote panic facility?

Yes	No
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Are any persons residing on the premises

Yes	No
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Equipment issue as per SOP

Yes	No
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Back-up and escalation procedures

In Place	No
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