



# DEBIT ORDER INSTRUCTION

CODE 100610

GOODWILL PROTECTION SERVICES  
P.O. Box 2731  
Alberton, 1450  
Tel: 011 404-1446

**COMPLETE IN FULL AND FAX TO: 086 693 9384**

From: (Name of Debtor) \_\_\_\_\_  
(Address) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Dear Sirs

AGREEMENT DATED

The details of my/our bank account are as follows:

Bank   
Branch Name   
Branch Number   
Account Number   
Type of Account  Current (Cheque)  Savings  Transmission

I/we hereby request and authorize you to draw against my/our account with the abovementioned bank (or any other bank or branch to which I/we may transfer my/our account) the sum of R165 per month (with Armed Response) (incl VAT) or any variable amount pertaining to this agreement, on the 28th day of each month.  
This being the amount necessary for the settlement of the monthly due to you in respect of our purchases/contract/agreement.

All such withdrawals from my/our account by you shall be treated as though they had been signed by me/us personally. I/we the undersigned, "instruct" and authorise your agent Netcash (Pty) Ltd, to draw against my/our account. I/we understand that if bank details have been supplied the withdrawals authorized here will be processed by BankServ. I/we also understand that details of each withdrawal will be printed on my/our statement. I/we agree to pay any banking charges relating to this debit order instruction.

This authority may be cancelled by means of giving you thirty days notice in writing, sent by prepaid registered post, but I/we understand that I/we shall not be entitled to any refund of amounts, which you have withdrawn whilst this authority was in force if such amounts were legally owing to you. By signing this debit order, I/we agree to the terms and conditions available on [www.goodwillprotection.co.za](http://www.goodwillprotection.co.za)

Assignment:  
I/We acknowledge that the party hereby authorized to effect the drawing(s) against my/our account may not cede or assign any of its rights and that I/we may not delegate any of my/our obligations in terms of this contract/authority to any third party without prior written consent of the authorized party.

Signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 200 \_\_\_\_

\_\_\_\_\_  
Duly Authorised Signature

\_\_\_\_\_  
Witness



## APPLICATION FORM

*With Armed Response*

Sponsor Code		<b>100610</b>	
Name & Surname			
Birth Date (dd/mm/yyyy)		I.D. Nr	
Tel		Fax	
		Email Address	
Physical Address			
Suburb/Town			Postal Code
City		Province	
<b>MEMBERS</b>			
Main Member		Cellphone Nr	
Household Member 1		Cellphone Nr	
Household Member 2		Cellphone Nr	
Household Member 3		Cellphone Nr	
Household Member 4		Cellphone Nr	
Household Member 5		Cellphone Nr	
Household Member 6		Cellphone Nr	
Household Member 7		Cellphone Nr	
Household Member 8		Cellphone Nr	
Household Member 9		Cellphone Nr	
Household Member 10		Cellphone Nr	
<b>RECIPIENTS</b>			
Alert Recipient 1	GPS 911 Management	Cellphone Nr	
Alert Recipient 2	Armed Response Control Centre	Cellphone Nr	
Alert Recipient 3	Armed Response Management	Cellphone Nr	
Alert Recipient 4	GPS 911 Area Controller	Cellphone Nr	
Alert Recipient 5		Cellphone Nr	
Alert Recipient 6		Cellphone Nr	
Alert Recipient 7		Cellphone Nr	
Alert Recipient 8		Cellphone Nr	
Alert Recipient 9		Cellphone Nr	
Alert Recipient 10		Cellphone Nr	

# BARON ARMED REACTION (PTY) LTD

Registration No: 2000/009653/07  
 VAT Reg. No. 4390196626  
 (Registered as a security service provider by the  
 Private Security Industry Regulatory Authority  
 Registration No: 94882/8)

T/A BARON ARMED REACTION  
 P.O. BOX 854 HIGHLANDS NORTH 2037  
 17 DURHAM STREET  
 CNR MICHELL STREET  
 RAEDENE 2192

TEL: 011 485-5472  
 FAX: 011 640-1147  
 E-mail: sales@baronsecurity.co.za  
 Director / Official: Mr A. Taylor  
 (Contact No. of Director: 011 485-5472)



TX NO:

Agreement Between

CODE:

BARON ARMED REACTION PROPRIETARY LTD T/A BARON ARMED REACTION

(Hereinafter referred to as "Baron")  
 and

SURNAME:..... NAME:..... TITLE:.....

COMPANY:.....

(Registration No / I.D. No ..... ) (VAT No:.....)  
 (Hereinafter referred to as "the client")  
 of

Physical Address:.....(chosen domicile)

P.O. BOX.....SUBURB.....POSTAL CODE.....

TEL: (W)  (H)  (C)

FAX:  EMAIL:.....

This agreement is executed at:.....for and on behalf of.....duly authorised thereto  
 .....day of.....20.....

Monthly Monitoring / Armed Reaction Fee R.....(excluding VAT)

Annual Radio Transmitter Licence Fee R.....(excluding VAT)

This Agreement is governed by the terms and conditions stated overleaf which I acknowledge having read and understand and in particular the provisions of Clause 23.

Accepted by and on behalf of Baron

.....  
 SIGNATURE

.....  
 SIGNATURE

Full Name:.....

Full Name:.....

KEYHOLDER DETAILS: In order of priority

	NAME
1	
2	
3	

TELEPHONE NO (W / H)									

CELLULAR TELEPHONE NO									

DOMESTIC NAME:.....

GARDENER:.....

COLOUR OF WALLS:.....

SLEEP IN?.....

SLEEP IN?.....

PERIMETER WALLS:.....

## PLEASE READ AND SIGN BELOW

The parties hereby agree as follows:

1. The Client wishes to utilise Baron's 24 (Twenty Four) hour armed reaction service to protect the Client and the physical premises stipulated overleaf ("the premises").
2. Baron hereby provides the service to the Client subject to the conditions hereinafter set out. The Client agrees to comply with all the terms and conditions hereof.
3. The service to be provided by Baron to the Client in terms of this Agreement shall be the provision of an armed reaction service whereby Baron shall use its best endeavours to ensure that an armed reaction unit comprising one or more suitably trained and armed security personnel ("the personnel") who are linked up to a telephone or radio are available in the area of the premises on a 24 (Twenty Four) hour a day basis.
- 4.
- 4.1. The period of this Agreement shall be 36 (Thirty Six) calendar months commencing on the date of link-up to Baron's control room and terminating 36 (Thirty Six) full calendar months thereafter so that if signed during the month, the first of the 36 (Thirty Six) calendar months shall commence on the first day of the month following signature; provided always that the terms of this Agreement shall be effective from the date hereof.
- 4.2. Upon expiration of the period referred to in 4.1, the Agreement will automatically be renewed for a further period of 36 (Thirty Six) calendar months; provided always that termination can be effected by Baron or the Client serving notice in writing to this effect, by registered post to the other party at its chosen domicile to reach the other party no later than 3 (Three) months before the expiry of the initial period referred to in Clause 4.1.
- 4.3. Notwithstanding anything contained herein, this Agreement will continue to have full force and effect upon the expiration of the period referred to in 4.2 until either party has served 3 (Three) months' notice of termination in writing, by registered post, addressed to the other party's *domicilium*, whereupon this Agreement shall terminate after the 3 (Three) months' notice has expired.
5. The amount payable for the service shall be the amount set forth overleaf (exclusive of Value Added Tax, which shall be payable in addition thereto), which amount shall be payable monthly in advance on the first day of each month.
- 5.1. The Client shall complete and sign an appropriate bank direct debit order in favour of Baron for the aforesaid amount, or alternatively Baron may elect to accept a properly executed stop order at an approved bank in favour of Baron, further alternatively the Client shall make payment in such other manner as may be approved by Baron in writing. All outstanding amounts shall bear interest at the maximum rate permitted in terms of the Usury Act, No. 73 of 1968, as amended.
- 5.2. In the event of failure by the Client to pay Baron any monies due in terms of this Agreement on due date, then and in that event all monies owing by the Client shall immediately become due and payable and Baron shall, without further notice to the Client and without prejudice to any other rights which it may have against the Client in terms of this Agreement, or the payment of damages arising out of breach of contract, be entitled to cancel this Agreement.
- 5.3. Should the petrol price be increased at any time after the commencement of this Agreement, then the amount payable by the Client in terms of this Agreement shall be increased, with effect from the effective date of such increase by a proportionate share of the total additional amount payable by Baron as a result of such increase (calculated as to the total increase in petrol costs divided by the total number of Baron clients). Such increases shall not constitute grounds for cancellation of this Agreement by the Client. Should the petrol price again be increased, the charge aforesaid shall again be increased, *mutatis mutandis*, in accordance with the above provisions.
- 5.4. Should any dispute arise between the parties in regard to any increase of amounts payable provided for in terms of this Agreement, then and in that event such dispute will be referred to the Auditors of Baron for a decision, which decision shall be final and binding on the parties.
- 5.5. Baron shall obtain the necessary Radio Transmitter Licence. Baron shall pay the necessary licence fee annually and the Client undertakes to refund Baron a pro-rata amount of all such payments made by Baron immediately on receipt of the relevant account from Baron. The Client shall obtain the necessary permission from the owners of the premises, public authorities and others whose permission is or may be required for the wiring, installation, maintenance and continued use of the Alarm. Baron shall, however, give its expert advice and help in assisting the Client to obtain such permission. All payments, save and except the Radio Transmitter Licence fee required for the aforementioned permission, shall be paid direct by the Client.
6. Annual escalations shall be effected once a year throughout the term of this Agreement and any extension or renewal thereof but shall not exceed 15% per annum.
- 7.
- 7.1. The sole object and function of the service provided by Baron is to act as a deterrent and to prevent or minimise the risk of loss, injury or damage to persons and property by fire, theft, burglary or vandalism.
- 7.2. Baron shall endeavour to react immediately to emergency calls by the Client, by dispatching a reaction unit to the Client, with due regard being had to the exigencies of its business and of circumstances beyond its control, including, but not limited to, traffic, equipment and weather conditions.
- 7.3. The Client acknowledges that the service supplied in terms hereof, is not a substitute for on-site armed guards, nor can Baron guarantee the Client against unforeseen eventualities or possibilities beyond its control in the form of motor accidents in respect of emergency reaction personnel, failure of the telephone or radio link, the possibility of intruders overpowering the personnel upon arrival or any such like, similar or associated occurrence. The Client hereby waives its rights to claim compensation of whatsoever kind in respect of any such occurrence. Baron gives no warranty or guarantee that its personnel will be able to prevent or minimise such loss, injury or damage. Furthermore, the Client acknowledges that proper insurance cover should be effected to protect the Client's pecuniary interests.
- 8.
- 8.1. It is expressly agreed and acknowledged that Baron does not undertake or warrant that the premises will be or will remain inviolate from any breach of security whatsoever and it is further expressly agreed and acknowledged that neither Baron nor its servants, agents, sub-contractors or assignees shall be liable to the client, his family, friends, servants, guests or any other third party for any loss, damage (including that of pure economic loss), destruction, injury or death to any property or person whatsoever, whether consequentially or otherwise, caused by or arising out of anything done or omitted to be done by Baron, its servants, agents, sub-contractors or assignees pursuant to this Agreement (whether such act or omission may be construed as having been negligent, grossly negligent or wilful), including but without limitation:
  - 8.1.1. any failure to effectively abort a burglary or attack; and/or
  - 8.1.2. any failure to apprehend or arrest a burglar.
- 8.2. The Client shall be deemed to have furnished Baron and the personnel with authority:
  - 8.2.1. to search the person, property or premises of any person or concern;
  - 8.2.2. in terms of Section 42(3) of Act 51 of 1977, to arrest any person found to be committing any offence on or in respect of the premises or any part thereof.
- 8.3. The Client hereby indemnifies and holds harmless Baron, its servants, agents, sub-contractors or assignees in respect of all claims arising out of any such loss, damage, destruction, injury or death referred to in sub-clause 1 of this clause and anything arising from the authority furnished in sub-clause 2 of this clause, including all costs incurred in defending any such claim.
- 8.3.1. The Client furthermore indemnifies Baron against all and any claims (including costs) that may be made against Baron by any third party arising directly or indirectly out of any such loss, damage, destruction, injury or death referred to above.
- 8.4. The Client agrees that each of the above terms excluding liability on the part of Baron, shall be a separate and divisible term and that if any such term becomes unenforceable for any reason whatsoever, the terms shall be severable and shall not affect the validity of any of the other terms and conditions of this Agreement.
- 8.5. The Client hereby acknowledges that it has been appraised by Baron of the South African Intruder Detection Services Association ("SAIDSA") By-Law 25 security installation specifications and the Client hereby indemnifies Baron in respect of any liability flowing from the Client's non-acceptance of the foregoing. Moreover, the Client agrees that no SAIDSA By-Law 25 Certificate shall be issued to it and that it will have no recourse against Baron due to the system not being SAIDSA By-Law 25 compliant.
- 8.6. The Client acknowledges further that in accordance with the SAIDSA specifications, the radio transmitter and control panel should be within a protected area of the alarm system. It is acknowledged by the Client that Baron has identified that the above items are not protected by the alarm system and accordingly do not comply with the SAIDSA specifications. It is further acknowledged by the Client that the alarm system could be disabled in a way that signals are not transmitted to Baron's control centre. Accordingly, Baron hereby disclaims any liability should such alarm not be received and the contemplated response not be undertaken.
- 9.
- 9.1. The duty of the personnel is limited to the initial steps of investigating the situation and the notification to the South African Police Service or of any other authorities required. Upon completion of these preliminary duties, the obligation of Baron shall have been complied with.
- 9.2. The Client undertakes and shall ensure that the personnel shall have clear and unimpeded access to the premises at all times, to enable them to render the agreed service.
- 9.3. Should the Client have any complaints in regard to the services provided by Baron in terms hereof, such complaints shall be reported to Baron within 48 (Forty Eight) hours of the relevant event occurring, in writing to its domicile, so that Baron may take whatever steps it might consider necessary to rectify the situation giving rise to such complaint. The Client shall not be entitled, as a result of such complaint, to summarily terminate this Agreement nor to withhold any payment to Baron arising from such complaint.
- 9.4. The Client undertakes to ensure that the premises are clearly identifiable with clear and legible numbering and street identification in a format acceptable to Baron.

10. The Client undertakes and shall be obliged to allow the personnel onto the premises with firearms and gives permission for these firearms to be used for the defence of the personnel, the Client or any other person/s or property on the premises.

11.

11.1. Notwithstanding anything contained herein, in the event of the personnel attending at the premises due to an emergency call having been activated negligently or maliciously or by any act or omission of the Client or the Client's family, guests or servants or any other person lawfully on the premises, the Client shall pay to Baron a reasonable fee for so attending on the premises which, it is agreed, shall be R100-00.

11.2. Should the personnel attend at the premises on more than five occasions in any one calendar month, then the Client agrees to pay Baron an amount of R50-00 per attendance at the premises that exceeds five calls per month.

12. All the terms and conditions hereof shall be binding on the successor and assignees of the respective parties, but the interest of the Client shall be transferable only with prior written consent of Baron first being obtained, and this consent shall not be unreasonably withheld.

13. In the event of this Agreement being terminated for any reason and at any time, the services will no longer be provided and the Client shall pay to Baron all amounts then accrued due, without prejudice to any damages claim Baron may have against the Client.

14. Baron shall at all times be entitled in its absolute discretion to employ sub-contractors to execute all or any of its contractual obligations in terms of this Agreement.

15. Baron shall be entitled to affix two notice boards bearing its name and displaying the fact that the premises are protected by Baron, in such prominent place on the premises as the parties may agree and the Client shall not remove nor permit to be removed such signs during the currency of this Agreement or any renewal hereof.

16. Should this Agreement be cancelled as a result of any default by the Client, then and in such event, but without prejudice to Baron's rights to claim damages as contemplated elsewhere in this Agreement, the Client shall be liable to Baron in an amount equivalent to the total of the sums that would be payable by the Client to Baron for the remaining period of the current agreement (without escalation), which the Client agrees shall be payable as "rouwkoop" or as a genuine pre-estimate of damages.

17.

17.1. The radio transmitter and antenna are owned by Baron and shall at all times remain Baron's property, notwithstanding the fact that same may be connected or attached to the premises. Upon termination of this Agreement, for whatsoever cause, Baron shall be entitled to remove the radio transmitter and antenna. The Client undertakes not to use the radio transmitter or antenna for any purpose whatsoever, other than effecting an armed response reaction from Baron in the case of emergency.

17.2. The Client agrees that it shall be its sole responsibility to ensure that:

17.2.1. the radio transmitter and antenna are functional at all times and in particular after an electric storm or the like;

17.2.2. the radio transmitter and antenna are tendered back to Baron upon expiration of the Agreement, for whatever reason;

17.2.3. it watches over and safeguards the radio transmitter and antenna against any damage, loss or theft thereto.

17.3. The Client agrees that the radio transmitter and antenna are guaranteed for a period of 6 (Six) months against defective parts and/or faulty workmanship, whereafter the cost of repair thereto shall be for the Client's account.

18. The parties choose as their *domicilia 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 following addresses:

18.1.

**BARON**  
17 DURHAM STREET  
RAEDENE ESTATES  
Fax No. (011)485-5975

**18.2. THE CLIENT**

THE PREMISES

19.

19.1. Should the Client commit any material breach of the terms and conditions herein contained or should the Client fail to pay to Baron any of the monies payable in terms of this Agreement or in the event of the Client being placed in liquidation or being sequestered, either provisionally or finally and whether voluntary or compulsorily, the Client being placed under judicial management, whether provisionally or finally, a judgment of any competent Court being given against the Client and which judgment is not satisfied within a period of 14

(Fourteen) days from date of knowledge thereof by the Client, or no application be made to a Competent Court to rescind such judgment within the period prescribed by the Rules of Court, Baron shall have the right without prejudice to any other rights or claims which it may have against the Client to cancel this Agreement.

19.2. A Certificate by a Director of Baron shall serve as prima facie proof of the amounts owing by the Client in terms of this Agreement.

19.3. In the event of the Client failing to pay Baron any amount payable which is due in terms of this Agreement on the due date thereof and as a result Baron instructs an attorney to collect any amounts due, the client shall be obliged to pay and shall pay on demand to Baron all the legal costs occasioned thereby, including all attorney and client costs on a scale of costs as between attorney and own client, collection commission and tracing fees. Baron shall be entitled to apply all payments in the first instance to interest, thereafter to costs, and only thereafter to capital.

19.4. Any claim or dispute between the parties hereto shall not be a valid reason for deferring payment of any monies due by the Client to Baron in terms of this Agreement and the Client shall not be entitled to deduct or set off payments to Baron in respect of any amount.

20. The Client warrants that there are no circumstances within his knowledge which will in any way complicate or render more difficult or dangerous the service to be rendered by Baron.

21. The parties hereby consent to the jurisdiction of the Magistrate's Court having jurisdiction over them in terms of Section 45 of Act 32 of 1944, as amended, notwithstanding the fact that the amount might otherwise be beyond the jurisdiction of such Court. Without derogating from Baron's or the Client's consent aforementioned, either party shall at all times be entitled, at its own discretion, to institute any proceedings against the other out of any Court with competent jurisdiction.

22.

22.1. The obligations of Baron in terms of this Agreement shall be suspended during such time as Baron shall be prevented from fulfilling such obligations by reasons of acts of God, force majeure, strikes, riots, interference by civil or military authorities, compliance with Governmental Laws and Regulations or any other circumstances beyond the control of Baron.

22.2. If such force majeure or any other inability to perform shall affect only Baron and shall in such manner continue for more than 31 (Thirty One) consecutive days from declaration of such force majeure or any other inability either party shall be entitled but not obliged to terminate this Agreement by giving not less than 14 (Fourteen) days written notice to the other party. Such notice shall lapse if notice of cessation of force majeure or any other inability to perform is received prior to the expiration of the 14 (Fourteen) days of notice period.

23. Should the Client be a juristic person, then the signator on behalf of the Client, by his signature hereto, binds himself as surety for and co-principal debtor in solidum together with the Client for all amounts that may be due or may become due, owing and payable by the Client to Baron from time to time and during the duration of this Contract and hereby waives the benefits of excussion.

24.

24.1. This Agreement constitutes the whole agreement between the parties and no representations or warranties have been made or given (except as is specified herein). No variations, additions, waivers, alterations, modifications or cancellation shall be binding upon the parties unless in writing and signed by all parties.

24.2. No waiver made by any party to the other parties shall be valid unless in writing and any such waiver shall be construed strictly as relating to the matter in respect whereof it has been made.

24.3. No indulgence by any party shall operate as an estoppel against it in respect of any of its rights hereunder, nor shall it operate so as to preclude any party thereafter from exercising its rights strictly in accordance with this Agreement.

24.4. Each of the parties hereby undertakes to do all such things and sign by way of further assurance all such other documents as may be necessary to give effect to this Agreement.

24.5. Each person who signs this Agreement as representing any party, warrants that he has authority so to sign this Agreement.

24.6. If any provision of this agreement is held to be unenforceable by any court of law, such provision shall be severable from this agreement and shall not affect the remaining provisions of this Agreement which shall remain in full force and effect.

24.7. Baron shall at all times be entitled, without the prior consent, knowledge or authority of the Client, to cede, assign and make over all or any part of its rights, title, obligations and/or interest in and to this Agreement or any part thereof.

25. Notwithstanding anything herein contained to the contrary, this Agreement shall not be binding upon Baron for any purpose, until such time as it has been signed and executed by a Director of Baron.

*I the undersigned have read and accept the terms mentioned above*

FULL NAME: .....

DATE: .....