

Online Network Systems cc t/a OnGuard



info@onguard.co.za



021 710 7777



Main Road. Kirstenhof. Cape Town. 7945

P.O. Box 30586. Tokai. Cape Town 7966

Entered into between Online Network Systems cc

Represented by :

(Here in after referred to as OnGuard)

AND

(Company Name)

Represented by

(Director / member name)

Company registration number.

(Here in referred to as THE CLIENT)

1. AGREEMENT

OnGuard shall lease to the CLIENT On-Guard Management system(s) for installation at the premises indicated in paragraph 16 below. By way of emails sent to any-email-address@onguard.co.za, the client may request that additional systems be added to this agreement. The mailed requests sent to OnGuard will be treated as addendums to this agreement. Each system added to this agreement by way orders sent by email will extend the period of this agreement (for that specific requested system) by a period of 24 Months.

2. MONTHLY FEE (rental)

THE CLIENT shall pay the amount of R _____ per month (VAT inclusive) to OnGuard by way of debit order for each monitoring system that is leased. This fee shall be provide for access to On-Guard's servers for the purposes of drawing reports and receiving daily email reports.

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3. DURATION OF CONTRACT

The initial agreement shall be effective for 24 months from

Commencement Date: _____

4. MAINTENANCE

OnGuard shall for the duration of the contract maintain the monitoring equipment in a good working condition at all times and where necessary replace such equipment within 72 hours in order to ensure proper service levels. This clause shall be of no force or effect in circumstances where OnGuard did not install the equipment indicated in Clause 1.

All service requests are to be emailed to OnGuard (support@onguard.co.za)

5. OWNERSHIP

The guard monitoring equipment shall at all times remain the property of OnGuard.

THE CLIENT and it's employees shall be responsible for any damage caused to the equipment due to negligence or wilful damage. The CLIENT shall be responsible for and obliged to replace equipment, in the event that the equipment is stolen.

6. INSTALLATION FEE

In the event that the Client requests Onguard to install the On-Guard system, an installation fee of R1000.00 shall apply in a 25 km radius of OnGuard's or its appointed distributors offices. Additional fees may be charged for KM travelled where the installation falls outside the 25Km radius.

7. REPAIR CHARGES

Where it has been established that the systems installed have been wilfully or negligently damaged or stolen, OnGuard shall be entitled to

- Charge THE CLIENT for a service call fee of R450-00 (VAT inclusive)
- Charge THE CLIENT for kilometres travelled at a rate of R1.50 per km (VAT inclusive) where the distance is greater than 50km (Round trip)



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8. SERVICE CALL FEE

Where OnGuard is requested to make changes to the parameters of the guard system as specified in Clause 1 above

Onguard shall be entitled to:

8.1 Request this instruction in writing.

8.2 Charge THE CLIENT for a service call fee of R450-00 (VAT inclusive)

8.3 Charge THE CLIENT for kilometres travelled at a rate of R1.50 per km (VAT inclusive) where the distance is greater than 50km (Round trip)

9. TERMINATION

OnGuard shall have the right to terminate this contract and remove equipment from the site nominated in clause 1 in the event of non payment. OnGuard shall have the right to claim damages for any amounts due in respect of this contract.

9.1 THE CLIENT shall have the right to terminate this agreement in the event that the site (mentioned in CLAUSE 1 above) is terminated with THE CLIENT by their customer.

Clause 9.1 Explained - OnGuard will release the THE CLIENT (You) from the contract pertaining to a particular site if your company's contract for that particular site is cancelled by YOUR customer. OnGuard reserves the right to validate the cancellation.

Notice MUST be given to OnGuard by no later than the 24th working day of the month in order for OnGuard to amend its invoice and debit run information. ALL hardware must be returned to OnGuard by no later than the 3rd working day of the month following the TERMINATION.

Failure to return the equipment will result in further billing for the systems not returned.

In the event that the systems are not recoverable after a cancellation, THE CLIENT will be billed for the replacement value of the equipment not returned.



10. LIMITATION OF LIABILITY

The Company endeavours to provide services optimally, but under no circumstances shall The Company, its representatives or employees be held liable for any direct or indirect harm, loss, consequential loss, damage, injury or death arising out of any act or omission during the provision of The Service. The Client furthermore indemnifies The Company against any claims made against The Company by any third party arising out of any such act or omission.

The Client agrees that The Company is not an insurer and the payments provided to The Company herein are based on costs for the provision of The Service provided for the purpose of minimising the risk of non performance of The Client's guards and not eliminating it.

The Client furthermore cannot hold The Company liable for any malfunction of the On-Guard system

11. BREACH OF CONTRACT

The Client may be liable for breach of contract for the following:

11.1 Non-payment of any monies due to The Company in terms of this agreement on the due date.

11.2 Breach by The Client of any other terms or conditions of this agreement.

11.3 The Client's insolvency.

The Company shall under these circumstances have the right to forthwith:

- Cancel this agreement.
- To claim any payments due
- Remove any equipment installed at the premises nominated in clause 1 above.

12. JURISDICTION

The Client hereby consents to the jurisdiction of the Wynberg Magistrates Court in respect of any claims arising out of this agreement.



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13. SOLE AGREEMENT

This agreement is the full and final agreement between the parties. No Variations, terms and conditions other than recorded in this document shall be of any force and/or effect unless acknowledged in writing and duly signed by both parties.

14. DOMICILIA

The parties to this agreement chose as their domicilia et executandi for the purpose of serving any documents in terms of this agreement, their respective addresses as stated in this agreement.

15. VARIATION

Any amendment or variation to this agreement shall be of no effect unless it is agreed to upon in writing and signed by all the relevant parties.

16. INSTALLATION ADDRESSES

OnGuard equipment to be installed at the following addresses :

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P.O. Box 30586. Tokai. Cape Town 7966

For the Company :

NameSignature.....

Witness Name Signature.....

SIGNED AT..... ON THIS..... DAY OF 20.....

For Online Network Systems cc Name

SIGNED AT..... ON THIS..... DAY OF 20.....



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Debit order instruction

Company Name:

The details of my / our bank are as follows:

Bank Branch code

Account Number

Type of account.....

I/We hereby request "instruct" and authorize you to draw against my/our account with the above mentioned bank (or any other bank or branch) to which I/We may transfer my /our account the sum of R including vat per system. The amount necessary for payment of the monthly instalment/ premium due in respect of the guard monitoring system(s).

This withdrawal shall occur on the first working day of each day of each month commencing on DATE and continuing (as the case may be). All such withdrawals from my our bank account by you such be treated as though they had been signed by me/us personally. I/we understand that the withdrawals hereby authorized will be processed by computer through a system known as the ACB magnetic tape service, and I also understand that the details of each withdrawal will be printed on my/our bank statement or on an accompanying voucher. I/we agree to pay any bank charges relating to this debit order instruction. This authority may be cancelled at the end of the contract period of 24 months by me/us by 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 while this authority was in force if such amounts were legally owing to you.

Receipt of this instruction by you shall be regarded as receipt thereof by my/ out bank (whichever it is or will be).

Signed at..... on this day of Year.....

.....
Signature