

Guarding Agreement

Memorandum of agreement made and entered into by and between

A & R Security Services CC 98/49286/23 T/A
Prestige Security Services, Kokstad

(Herein after referred to as "The Firm")

(With its registered address at 18 Scott Street, Kokstad
or P.O. Box 453, Kokstad 4700)

And

Full legal name/ Company name

(Identity or Registration number)

(Hereinafter referred to as "The Client")

With its registered address at _____

Herein represented by _____

(Full names)

(Who warrants his/her authority)

In his/her capacity as _____

Whereby it is agreed to as follows:

A) Interpretation:

1.

The conditions as set out in this document, and in any written document signed by the duly authorized representative of the Firm, are the sole conditions applying between the Firm and the Client.

2.

The headings to the paragraphs of the conditions are included for reference purposes only and shall not in any way affect or govern the interpretation of this agreement.

B) Guard Deployment:

1.

Please be advised that the firm will deploy the guards as follows, to the set agreed location.

There shall be:-

1 Guard on Dayshift:

Monday – Sunday from 06h00 to 18h00

1 Guard on Nightshift:

Monday – Sunday from 18h00 to 06h00

2.

If the site address resides at a vast distance away we will have to charge traveling fees.

3.

.Please note that Guards that stay a week or more than 1 day food will need to be provided either by the firm or by the client that will be arranged with the supervisor or manager arranging the guard.

4.

The said guard shall always be in full uniform of the Firm.

5.

The security guard shall not get involved in a relationship with any of the client's staff and if it is discovered, the guard shall be replaced with immediate effect.

6.

The firm shall not be responsible for any loss or damage of property whilst guarding the said premises and shall not be liable for any loss resulting from any criminal act including robbery, theft and fraud whilst guarding the premises unless such loss or damage is caused by the negligence or intentional criminal act on the part of the employees of the Firm.

C) Patrol and Duties:

1.

The main function of the said guard is to protect the property, lives and interests of every person, customer and staff at the agreed premises.

2.

It is the client duty to stipulate what they want the guard to do where they want the guard to stand when and where he needs to patrol how many times he needs to do patrols.

3.

It is also the client duty to report if the guard is not doing his work so that we can take the matter further.

D) General Conditions:

1.

If the Firm is not paid promptly, the obligation to render any service shall be suspended until payment is made. The Client shall be deemed to have received such invoice on the date on which the rendering of service commenced and each and every month thereafter. The Firm is not obliged to collect payment from the Client; the Firm has a Debit Order system in place for payment of accounts.

2.

This agreement shall commence upon the date of both parties having signed this agreement or on the date of receipt of the first guarding fee and shall continue on a monthly basis. Termination shall be effected by either party delivering not less than 30 days notice in writing to the other, provided that such notice may only be given to take effect on the last day of a month.

3.

Any breach of contract by either party shall entitle the aggrieved party to cancel this agreement if the breach is not corrected within seven (7) days of the aggrieved party having delivered notice in writing to the other party. Such cancellations shall not prejudice the aggrieved party's rights (if any) to claim damages.

4.

This Agreement contains the entire agreement of the parties with respect to the subject matter of this Agreement, and supersedes all prior negotiations, agreements and understandings with respect thereto.

5.

The terms and conditions set out in this contract shall not be changed unless reduced to writing and signed by a duly authorized representative of each party.

6.

This agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery of an executed Agreement by one party to the other may be made by electronic submission.

7.

It is the responsibility of the Client to ensure that any changes to the information provided herein are advised spontaneously to the Firm in writing.

8.

Within the agreement note that we have annual increases every March of the year as the guard's salaries increases at the same time.

E) Contact Persons:

Name	Home telephone	Work telephone	Mobile phone

F) Guarding Site Address:

Physical address	Postal Address
Email Address	

G) Domicilium and Signature:

1.

The parties choose the respective addresses as noted on page one (1) of this contract as their domicilium citandi et executandi for purposes of giving any notice, for payment of any sum, the serving of any process and for such purposes arising out of this agreement as may be necessary at the addresses indicated herein, it being specially recorded that the addresses of any contact/responsible persons shall in no way be deemed to constitute an address for the purpose as afore stated.

2.

The parties shall be entitled, from time to time, by written notice to the other, duly acknowledged, to vary its domicilium to any other address.

3.

Any notice given and any payment made by either party to the other which is delivered by hand during normal business hours of the addressee at the addressee's domicilium for the time being shall be presumed, until proven otherwise, to have been received by the addressee at the time of delivery.

Thus done and signed at _____ on this _____ day
of _____ 20____

FOR AND ON BEHALF OF _____

_____ CLIENT SIGNATURE	1. _____ WITNESS
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_____ CLIENT SIGNATURE	2. _____ WITNESS
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Thus done and signed at Kokstad on this _____ day
of _____ 20____

_____ FOR AND ON BEHALF OF PRESTIGE SECURITY, KOKSTAD	1. _____ WITNESS
	2. _____ WITNESS