

Keyholder Details

	Key Holders	Tel No. (Home)	Tel No. (Work)	Cell No.
1.				
2.				
3.				

PASSWORD / CODE:

SPECIAL INSTRUCTIONS:

MEDICAL:

DOGS:

KEYHOLDERS AND THEIR DUTIES
 In order to comply with ADT policy, you are required to provide details of at least two people to be contacted in case of emergency when no one is available at the Premises. They must: -

- (i) live at separate addresses within 20 minutes travelling distance of the Premises.
- (ii) have agreed to hold the keys to the Premises; and
- (iii) be able to operate your security system.
- (iv) be available to attend the premises if required.

Instruction to Bank to Pay by Direct Debit

Name(s) of Account Holder(s)		Amount (incl. VAT)	Effective Date
Surname	Name	<input type="text"/>	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>
Type of Account	Branch Code	I hereby instruct and authorise ADT to draw against my Bank Account the payment required in terms of my Service Agreement dated this _____ day of _____ 20____, on the 1st day of each and every month commencing on the 1st _____ 20____ and continuing for the duration of the abovementioned agreement.	
Bank Name	Branch Name	I undertake against the said bank that I shall regard receipt and acknowledgement by ADT of this request, as receipt and acknowledgement by the bank.	
Bank Account number	Signature(s)		Date

For Office Use

Profile No.	<input type="text"/>	Ex.	<input type="text"/>
Customer/ Debtor A/c No.	<input type="text"/>	Address	<input type="text"/>
Cat.	<input type="text"/>		

Cancellation Form

You have the right to cancel this Agreement within 48 hours of signature of this Agreement by you. To do so, you must deliver written notice of cancellation to the Authorised Dealer within 48 hours of signature of this Agreement by you. Your right to cancel is terminated by the installation of the System. You can use the cancellation form provided if you so wish.

Complete, detach and return this form ONLY IF YOU WISH TO WITHDRAW YOUR OFFER.

To: Dealer Name	<input type="text"/>	Customer's Name	<input type="text"/>
Dealer Fax	<input type="text"/>	Address	<input type="text"/>
I/We* hereby give notice that I / We wish to cancel my / our Agreement			
Signed	<input type="text"/>		
Date of Cancellation	<input type="text"/>		Code

1. DEFINITIONS

Unless otherwise expressly stated, or the context otherwise requires, the words and expressions listed below shall, when used in this Agreement bear the meanings ascribed to them:

1.1	Act	The Private Security Industry Regulation Act 56 of 2001 and the Regulations in respect thereof.
1.2	Agreement	This Offer, once it has been accepted by ADT, and any Instructions.
1.3	Alarm Receiving Centre	The place to which signals from the System are transmitted and are monitored.
1.4	Authorised Dealer	A company, other legal entity or individual conducting business on its own behalf and independently from us. The Authorised Dealer is not our agent or representative for any purpose other than the sole purpose of offering this Agreement to you and signing the Commissioning Certificate.
1.5	Basic System	Control panel, transformer, keypad, radio transmitter/telephone transmitter, 2 panic buttons and a battery.
1.6	Commissioning Certificate	The document to be signed by you or your representative, who will be deemed to be authorised, which confirms that the System has been satisfactorily installed and that you have been instructed concerning its use.
1.7	Emergency Response	The procedures that we, the police or any other armed response company or other nominated party carry out when the Alarm Receiving Centre informs them that a signal has been received from the System.
1.8	Extra Charges	The extra charges referred to in clause 8 below.
1.9	Fixed Period	36 months from the Start Date.
1.10	Guarantee	The guarantee explained in clause 5 below.
1.11	Installation Date	The date reflected as such in the Schedule as the installation date.
1.12	Installation Documentation	The documents, if applicable, including but not limited to invoices presented to the Customer by us on completion of any installation work done by us at the Premises on behalf of the Customer.
1.13	Instructions	Any instructions we issue to you from time to time, including any verbal instructions and any manual relating to the System.
1.14	Keyholder	Any third party you have chosen or choose from time to time to hold the keys to the Premises and who may be contacted when a signal is received at the Alarm Receiving Centre.
1.15	Landlord	The owner of the Premises.
1.16	Normal Working Hours	9am to 5pm, Mondays to Fridays, excluding public holidays.
1.17	Offer	The offer by you to ADT to provide you with the Services on the terms and subject to the conditions set out in this document.
1.18	Premises	The building where the System is installed or any other premises where the Customer installs the System from time to time.
1.19	Prime Rate	The rate of interest published from time to time by our bank as its prime overdraft lending rate (nominal annual compounded monthly in arrears), determined on a 365 (three hundred and sixty five) day year factor, irrespective of whether or not the year is a leap year, as certified by any manager of such bank, whose appointment and authority it shall not be necessary to prove.
1.20	Satisfactory Explanation	Any explanation which is satisfactory to us in our sole discretion.
1.21	Schedule	The schedule on page 1 and 2 of this Agreement.
1.22	Services	The services described in this Agreement and chosen by you. The Services depend on the service category you have chosen in the Schedule.
1.23	Start Date	For new Systems, the date upon which the Authorised Dealer or ADT completes installation of the System and you (or your representative) and ADT or the Authorised Dealer sign the Commissioning Certificate. Where you have a system already installed at the Premises, the Start Date is the date on which the Authorised Dealer or ADT completes inspection, testing and approval of your existing system and you (or your representative) and ADT or the Authorised Dealer sign the Commissioning Certificate.
1.24	System	The Alarm monitoring equipment, including the detection equipment and/or the radio transmitter installed by us or the Authorised Dealer including wiring and also anything we install when we carry out repairs under this Agreement. Unless indicated otherwise in the relevant block in the Schedule, we own the System and you only have the use of it for the purposes and the duration of this Agreement. The radio transmitter will at all times remain the property of ADT.
1.25	we, our, us, ADT	ADT Security (Proprietary) Limited, registration number 2000/029969/07, including where appropriate our employees, agents and/or sub-contractors and our successors-in-title.
1.26	you, your, the Customer	The person who makes the Offer contained in this document.

TERMS AND CONDITIONS

2. PROVISION OF SERVICES, INSTALLATION AND REMOVAL OF THE SYSTEM

- 2.1 ADT shall provide the Services on the terms and subject to the conditions of this Agreement from the Start Date.
- 2.2 Should you elect to have the System installed by ADT.
- 2.2.1 we shall endeavour to install the System at the Premises by the date given by us for installation. We shall not be responsible for any delays in the installation of the System, it being recorded that the Customer agrees and acknowledges that it shall accept installation of the System whenever it is tendered by us, that the Customer shall not be entitled to resign from this Agreement, nor shall it be entitled to reduction of the installation costs, nor to withhold or to defer any payment due by it to us, nor shall it have any other right or remedy against us on account of or arising from any delay in the installation of the System at the Premises.
- 2.2.2 we may have to draw on and/or drill into the ceiling, floors, walls and other areas on the Premises in order to install the System and we shall not be liable for any damage caused in doing so.
- 2.2.3 all risk of loss or damage in and to the System shall pass to you on delivery thereof to the Premises.
- 2.3 Should you elect to have the System installed by the Authorised Dealer, the Authorised Dealer, and not ADT, will be responsible for installing the System, and any damage caused in doing so, and you shall make all arrangements for such installation with the Authorised Dealer.
- 2.4 If the System is rented it shall not by reason of attachment or connection to any fixed property become or be deemed to be a fixture or appurtenance of any such fixed property, and shall at all times be severable therefrom, and shall not become your property.

3. YOUR OBLIGATIONS

You are obliged, in addition to your other obligations contained in this Agreement, :

- 3.1 to give us access to the Premises so that we may erect our signage and provide the Services and to allow us to disconnect and/or remove the System should this Agreement terminate, for any reason whatsoever prior to the expiry of the Fixed Period, if the System is rented by you and to remove the radio transmitter on termination of this Agreement for any reason whatsoever. We shall not be held responsible for any damage to the Premises caused as a result of us carrying out the Services and upon the removal by us of the System or other equipment, including but not limited to any damage caused by the removal of any wiring used in any installation which may be glued or affixed to the interior walls of the Premises and you hereby indemnify us against all and any claims that may be made against us by any third party arising directly or indirectly from the carrying out of the Services and the removal of the System and/or any other equipment from the Premises;
- 3.2 to use your best efforts to ensure that the Premises and the contents thereof are safe and without risk for us in doing what we are obliged to do under this Agreement;
- 3.3 to ensure that you install a System in the Premises within a reasonable period of time after you have signed this Offer and that you notify ADT of such installation immediately thereafter so that ADT may arrange for your System to be connected to the Alarm Receiving Centre.
- 3.4 to ensure that the System is kept in good working order at all times and is used solely for the purpose of transmitting a signal in an emergency;
- 3.5 not to misuse or allow the unauthorised use of the System by any other person or entity;
- 3.6 to test the System on a regular basis and at least monthly, and in any event not later than 72 (seventy two) hours prior to vacating/leaving the Premises unattended for any period exceeding 7 (seven) days by contacting our Alarm Receiving Centre;
- 3.7 to notify us immediately when you have notice of or become aware of any fault, damage or destruction to the System from whatsoever cause, including, but not limited to damage or destruction occasioned by electric storm (it being recorded that we will not be able to provide the Service until any damage or destruction is repaired unless any emergency is telephoned into our Alarm Receiving Centre);
- 3.8 to notify us in writing of the changes to the name(s), residential address(es) and telephone number(s) of the Keyholders with whom we may communicate regarding the Service and/or the System;
- 3.9 not to appoint a Keyholder who does not enjoy the use of an operational telephone, and will immediately revoke any such appointment if such person previously appointed as a Keyholder no longer enjoys the use of an operational telephone;
- 3.10 to ensure that the Premises are at all times equipped with an operational telephone and that the telephone service is connected and operational;

- 3.11 to attend at the Premises as soon as is reasonably possible after being called to do so by us;
- 3.12 not to, nor allow your employees or invitees to remove the System from the Premises or from the position in which it is installed or interfere with or alter the System in any way whatsoever for the duration of this Agreement.
- 3.13 to warn us in writing about any risks and any hazardous materials at or near the Premises which at any time come to your attention;
- 3.14 to operate the System according to the Instructions and the terms of this Agreement;
- 3.15 to be liable to us, and compensate us, for all and any liabilities, claims, losses, expenses or damages we may suffer caused by or arising from the operation of this Agreement, including but not limited to:
- 3.15.1 your failure to operate the System according to the Instructions;
- 3.15.2 the connection of the System to any equipment or device not supplied by us;
- 3.16 to pay your telephone, electricity and other bills timeously so that the System and the Services are not affected. In the event that you have a prepaid telephone and no radio transmitter, you hereby acknowledge that in order for a signal to be received by the Alarm Receiving Centre your telephone must be sufficiently prepaid.
- 3.17 In the event that you move premises, you undertake to notify us for your new address and to ensure that an alarm system is properly connected so that we are able to continue to provide you with the Services. You will be liable for a connection fee at our standard rates at the relevant time, which shall include the installation of a transmitter (if applicable). If you change the Premises you will continue to be bound by the terms and conditions of this Agreement and we will only be obliged to provide you with the Services if the area in which your new Premises are situated is serviced by us.

4. THE PURPOSE OF THE SYSTEM

- 4.1 This clause 4 is in addition to the exemption and indemnity in this Agreement and does not in any way derogate from those provisions;
- 4.2 The System is designed to reduce the risks of loss or damage at the Premises so far as this can be done by the use of this type of equipment. We do not, however, guarantee that the System cannot be removed, tampered or interfered with, or that there will be no miscommunication problems, or prevented from working by you or by any other person. We are accordingly not liable to you for any loss or damage you or any other party may suffer however arising from any such removal, tampering, interference or from the System being prevented from working in any manner;
- 4.3 Furthermore, we do not undertake or guarantee to you that:
- 4.3.1 Particular losses or injuries will be prevented by using the System and/or the Services;
- 4.3.2 The System and/or the Services will work continuously and without error; or
- 4.3.3 The radio signals or any other communication cannot be disrupted.
- 4.4 The System, like all mechanical and electronic devices, can develop faults;
- 4.5 We do not know the value of the Premises or its contents and the purpose of this Agreement is not to act as insurer of you, your invitees, the Premises or the contents thereof.

5. GUARANTEE

- 5.1 We guarantee that we will repair faults in the Basic System free of charge for 12 months from the Start Date if you purchase the Basic System from us or an Authorised Dealer (i.e. if the "owned" block in the Service Category in the Schedule is ticked). We guarantee that we will repair faults in the Basic System for a period of 36 months from the Start Date if you rent it from us or an Authorised Dealer, (i.e. the "rented" block in the Service Category in the Schedule is ticked). This Guarantee does not apply to any equipment constituting the System which are not part of the Basic System nor does it apply to damage caused by the willfulness or negligence of the Customer and the matters stated in clauses 5.3 and 5.4 below;
- 5.2 In the event that we have previously agreed to provide you with free maintenance services, the applicable period referred to in clause 5.1 above will be reduced by the period for time for which we previously agreed to provide you with free maintenance services.
- 5.3 The Guarantee does not apply to equipment installed at the Premises prior to your signing this Agreement or installed at any time by a third party other than an Authorised Dealer;
- 5.4 The Guarantee does not apply to faults caused by the following:
- 5.4.1 Work carried out by any police, fire or other authorities or by any telecommunications agency or by any other party;
- 5.4.2 The circumstances referred to in clause 6.7 below.

- 6. LIMITATION OF OUR LIABILITY TO YOU**
- 6.1 We record that to the extent that the Services function as a deterrent, they are not a guarantee of safety against or prevention of loss, liability, injury and damage of whatsoever nature and howsoever arising. Accordingly while we shall exercise reasonable care in the installation of the System and in the rendering of the Services, nothing herein contained shall be construed or interpreted in any manner whatsoever as providing you or any third party whomsoever with any guarantee or assurance of safety or against any loss, liability, injury or damage of whatsoever nature and howsoever arising.
- 6.2 Subject to the provisions of the Act, neither ADT nor any other persons for whom we may be liable in law shall be liable to you in respect of or pursuant to any loss, liability, injury, damage or claims of whatsoever nature (including without limitation any loss of profits and/or any special and/or consequential loss or damages) whether arising through the rendering or non-rendering or attempted rendering by us of the Services in terms of this Agreement or in delict or otherwise whether at the Premises if any such loss, liability, injury, damage or claims arise as a result of or pursuant to any innocent or negligent act or omission on the part of ADT or any other persons for whom we may be liable in law.
- 6.3 Subject to the provisions of the Act, the Customer:
6.3.1 hereby irrevocably waives all and any such claims referred to in clause 6.2 above;
6.3.2 hereby irrevocably indemnifies ADT or any other person for whom ADT may be liable in law against all claims of third parties arising out of the said acts or omissions at the Premises.
- 6.4 To the extent that our rights in terms of clause 6.1 above are limited by the Act or any other law, the provisions of clause 11.13 below shall be invoked.
- 6.5 Without in any way limiting or derogating from the provisions of clause 6.1 above, ADT shall further not be liable to you for any damage, loss, liability or injury of whatsoever nature and howsoever arising that may result from any force majeure or casus fortuitus including but not limited to unforeseeable interruptions in land or radio links between ADT and you, any acts or omissions of any government, government agency, provincial or local authority or similar authority, any laws or regulations having the force of law, civil strife, riots, insurrection, sabotage, acts of war or public enemy, illegal strikes, interruption of transport, lockouts, tremor, flood, storm or fire.
- 6.6 You hereby agree and acknowledge that the System and/or the Services are complementary to insurance cover and do not provide an alternative to such insurance cover. It remains at all times the duty of the Customer to ensure that it has adequate insurance where necessary and that the Premises and contents thereof (including the premises for which the customer, not being the owner thereof, is nevertheless responsible) is adequately insured.
- 6.7 We reserve the right not to respond to a signal during or within a reasonable time following any electrical or other storm or Act of God unless the emergency is telephoned in to the Alarm Receiving Centre.
- 6.8 Our responsibility and obligations to you cease immediately when the Agreement is terminated or the Services are suspended under clause 10 below.
- 6.9 The provisions of this clause 6 do not in any way derogate from the exemptions from liability contained elsewhere in this Agreement.
- 7. OUR RECOMMENDATIONS TO YOU**
- 7.1 Because of the purpose of the System described in clause 4 above, the limits of the Guarantee and the exemptions from, and limitations of, our liability to you under this Agreement, we strongly recommend that you take out separate insurance to cover you, your invitees, the Premises and the contents thereof.
- 7.2 We recommend that you use one telephone line for the System only.
- 8. WHAT IT WILL COST YOU**
- 8.1 You are liable for the timeous payment, in terms of this Agreement, of the charges set out in the Schedule pertaining to the Services. These charges include VAT and, if the rate of VAT changes during the course of this Agreement, you will be liable to pay VAT at any changed rate.
- 8.2 In the years following the completion of the first year from the Start Date we are entitled to increase our charges, including Extra Charges, in order to cover any increase in the costs of providing the Services. We will inform you in writing and by ordinary post (and you will be deemed to have received such notice within 7 days after posting such notice) of any increased amount.
- 8.3 You are also responsible for the following charges:
8.3.1 Installation and equipment charges for the System (where applicable);
8.3.2 Taxes, fees or charges set by the police, fire, or any other authority due to the installation or operation of the System and any false alarm assessments by us or any other party;
8.3.3 R100,00 per armed response call out after the third call out per month which we in our sole discretion deem to be unnecessary; including as a result of your failure to ensure that your System is in working order, without prejudice to any other rights that we may have in terms of this Agreement;
8.3.4 Any Extra Charges or charges for work done by police, fire or other authorities, medical service providers, armed response service providers or by any telecommunications agency, the Authorised Dealer or any other party not covered by this Agreement;
8.3.5 The annual radio license fee for the transmitter in the System, the first such fee to be paid on installation or activation of the System and the subsequent fees annually at the beginning of January of each year.
- 8.4 You are also liable for charges at our standard rates for labour and materials current at the time when any of the following applies:
8.4.1 Faults are caused by you or any other person, thing or event which we could not reasonably be expected to prevent;
8.4.2 The System or service level you have chosen provides that there will be a charge for the labour or materials that are not covered by the service level you have chosen;
8.4.3 You have asked us to visit the Premises for repair or service work outside of Normal Working Hours;
8.4.4 You request us to change the System or we are required to change it as a result of changes at or in the Premises or for any other reason;
8.4.5 You breach any of your obligations contained or implied in this Agreement;
8.4.6 You request assistance from us under the Guarantee but the Guarantee does not apply;
8.4.7 Any replacements, repairs or modifications to the System are needed but are not covered by the Guarantee or by the Services, or are needed as a result of a change in a relevant standard or regulation governing the System;
8.4.8 The System requires inspection, resetting, repairing or replacing in circumstances where:
8.4.8.1 You, the Keyholder or some other party has failed to follow the Instructions, has not locked, closed or secured a window, door or other protected point, has not used or adjusted other equipment or components properly or has interfered with or tampered with the System;
8.4.8.2 You, or equipment or devices which the Authorised Dealer or we have not supplied, have caused a false alarm or failure of the System;
8.4.8.3 Your actions or failures, or those of anyone else other than us results in us needing to inspect, replace or repair the system or any part thereof;
8.4.8.4 Rodents, other animals or insects cause damage to or activation of the System;
8.4.8.5 There is any problem on the telephone line or connection or other communication link;
8.4.8.6 Weather conditions cause damage to or activation of the System;
- 8.5 Unless we agree in writing to the contrary, the service charge does not include any work involving redecorating, repairing, carpet laying, concealing cables, building or carpentry work. The service charge is established on the basis that we will have full access to the areas where we carry out work.
- 9. PAYMENT**
- 9.1 You shall be obliged to pay the services charges provided for in the Schedule and elsewhere in this Agreement monthly in advance by debit order. We will require payment by cheque in advance for the first month's charges to allow time for the debit order to be established;
- 9.2 You shall be obliged to pay the Extra Charges and all other amounts provided for in this Agreement upon presentation of our invoice or on our request for payment;
- 9.3 In the event of any payment being overdue, we will be entitled to charge you interest, from the date of our relevant invoice or request for payment until the date of actual payment at the Prime Rate plus 2%;
- 9.4 We are not obliged to, and do not accept, post-dated cheques;
- 9.5 In the event of any breach by you of your payment obligations, save as otherwise provided in this Agreement, we shall be entitled to suspend the performance of our obligations to you and to disconnect and/or remove the System without any notice to you.
- 10. TERMINATION OR SUSPENSION OF THE AGREEMENT**
- 10.1 Unless this Agreement terminates under clauses 10.3 or 10.4 below, the duration of this Agreement will be for the Fixed Period;
- 10.2 You or we are entitled to terminate this Agreement with effect from the expiry of the Fixed Period by giving at least 3 months notice in writing prior to the expiry of the Fixed Period to the other party, failing such notice this Agreement will continue after the Fixed Period until either party gives 1 month's written notice of termination of this Agreement;
- 10.3 We may terminate or suspend this Agreement in writing immediately if:
10.3.1 The Alarm Receiving Centre or the System are destroyed or so badly damaged that we cannot reasonably provide the Services;
10.3.2 We cannot for any reason whatsoever, arrange or keep the telecommunications or other communication facilities needed to transmit and/or receive the signal to or from your Premises or the Alarm Receiving Centre.
- 10.4 We may, without any prejudice to any other rights which we may have, including the right to claim damages (including for the remaining period of this Agreement) and payment of our charges for the remaining period of the Agreement, either claim specific performance, terminate this Agreement or suspend our services in terms of this Agreement for a period we consider appropriate, without notice, if any of the following apply:
10.4.1 You fail to make timeous payment of any amount due to us by you;
10.4.2 You commit a breach of any of your obligations under this Agreement;
10.4.3 You die, application is made for your sequestration, you enter into any kind of arrangement or settlement or scheme with your creditors or if a receiving order or administration order is made against you, subject to the terms of a subscription waiver policy, if applicable;
10.4.4 Any legal proceedings are taken relating to the System or the Premises or any part of the Premises;
10.4.5 You fail to follow any recommendations we make for repairing or replacing faulty or old parts of the system, or for repairs to the Premises which we consider necessary for the System to work properly, or to prevent unnecessary damage to the System;
10.4.6 You do not follow the Instructions or if, for any other reason which is or ought to be within your control, there is an excessive (in our sole discretion) number of false alarms;
10.4.7 You change the Premises in such a way that we believe it is no longer viable to provide the Services;
- 10.5 If we give you written notice of suspension, which notice may be addressed to you postal or domicilium address, such notice suspends what we are obliged to do under this Agreement and we have no obligation until the suspension is lifted by us.
- 10.6 At the termination of the Agreement we will stop providing the Services forthwith and we shall be entitled to disconnect and/or remove the System.
- 11. GENERAL**
- 11.1 We are entitled to transfer all of our rights and obligations under this Agreement to another party without your consent and you hereby accept and approve any such transfer of our rights and obligations. In the event of any such transfer of our rights and obligations, all of our obligations to you under this Agreement shall automatically be discharged.
- 11.2 We are at all times entitled to engage contractors or sub-contractors to carry out all or any of our obligations under this Agreement;
- 11.3 If you enter into this Agreement together with any other person, you and such other person are both liable jointly and severally to us. If you are a tenant at the Premises, the Landlord shall become a party to this Agreement and the liability of you and the Landlord to us shall be joint and several;
- 11.4 We may pass on the information you have given to us under this Agreement to any authority and except for security details, to any credit reference, debt collection or public telecommunications agency or to any other organisation for marketing purposes;
- 11.5 We may require the Landlord of the Premises to sign this Agreement within a reasonable period of time after giving notice to you, failing which ADT shall be entitled to cancel this Agreement.
- 11.6 An amount to be paid in terms of this Agreement will be deemed to have been paid only when the cheque or negotiable instrument concerning such payment has been met and our bank account has been credited.
- 11.7 This Agreement is the entire agreement between you and us and we shall not be bound by any representations, undertakings, promises or the like not specifically recorded or incorporated herein. No variation of this Agreement, waiver of rights, release from any obligation or consensual cancellation in terms of this Agreement shall have any effect unless in writing and signed by both us and you;
- 11.8 No indulgence, latitude, extension of time or omission by us shall constitute a waiver by us of any of our rights under this Agreement and shall not amount, in any appropriate instance, to a condonation by us of any act or omission on your part and such conduct shall not, in any circumstances whatsoever, give rise to a defence of estoppel;
- 11.9 You hereby consent to the jurisdiction of the Witwatersrand Local Division of the High Court in respect of any actions by us arising under this Agreement or the implementation or cancellation or termination thereof. Should we wish to proceed in a Magistrate's Court having jurisdiction we may do so at our election without precluding us from proceeding in the Witwatersrand Local Division if we so choose. You agree that this consent is severable from this Agreement and shall apply even in the event of termination of the Agreement;
- 11.10 You shall be liable for any legal costs incurred by us in enforcing the provisions of this Agreement on the attorney and own client scale, including any collection commission and tracing fees.
- 11.11 You choose as your domicilium 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 address stated in the Schedule;
- 11.12 You are not entitled to cede, delegate or otherwise transfer your rights and obligations under this Agreement to any other party, unless agreed otherwise in writing by us;
- 11.13 To the extent any provision of this Agreement is found to be void, invalid or unenforceable, for whatever reason, the parties shall procure that that provision shall (where possible to do so whilst maintaining the purpose of this Agreement) be amended to the minimum extent possible to make it valid or enforceable, or if this is not possible, shall be deleted from the Agreement. In all such circumstances, the remainder of this Agreement shall remain in force unaffected and ADT and you agree that we would have entered into this Agreement on all the other terms hereof even if the amended or deleted provision were not agreed upon by us.
- 11.14 Any provision of this Agreement which contemplates performance or observance subsequent to any termination or expiration of this Agreement shall survive any termination or expiration of this Agreement and continue in full force and effect.
- 11.15 When any number of days is prescribed such number shall exclude the first and include the last day unless the last day falls on a weekend or public holiday in the Republic of South Africa, in which case the last day shall be the next succeeding day which is not a weekend or public holiday.
- 11.16 The rule of interpretation that a written agreement shall be interpreted against the party responsible for the drafting or preparation of that agreement shall not apply.
- 11.17 If any provision in a definition or in the Schedule is a substantive provision conferring rights or imposing obligations on any party, notwithstanding that it is only in the definition clause or in the Schedule, effect shall be given to it as if it were a substantive provision in the body of the Agreement.