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Johannesburg 2196
PO Box 29580
Sandringham 2131

CAP Command Centre
0861 227 227
Emergency Hotline

Armed Response Terms and Conditions

1 DEFINITIONS

1.1 In this Agreement, the terms below have the following meanings:

- 1.1.1 **"Agreement"** means the Armed Response Agreement between the Client and CAP at Home NPC ("CAH"), which incorporates Section 1 and these Armed Response Terms and Conditions.
- 1.1.2 **"Alarm"** means the electronic warning or security system installed at the Property.
- 1.1.3 **"Armed Response"** means the service provided by CAH when an Alarm is triggered or when CAH is contacted by the Client or a designated keyholder.
- 1.1.4 **"Business Hours"** means Monday to Friday, from 08:30 to 16:00, excluding public holidays.
- 1.1.5 **"CAH"** refers to CAP at Home NPC (Registration Number 2009/020160/08), a non-profit company registered under the Companies Act 71 of 2008. Where appropriate, "CAH" also includes any successor, assignee, or subcontractor, as well as its employees, agents, directors, and representatives.
- 1.1.6 **"CAH Equipment"** means the transmitter, antenna, or panic kit installed at the Client's Property by CAH.
- 1.1.7 **"Cancellation Fee"** means a reasonable fee, determined by CAH, that may be charged if this Agreement is cancelled early. The amount will depend on various factors, including how much time remains under the Agreement.
- 1.1.8 **"CAP Group"** includes CAP ADMIN NPC, CAP NPC, CAP at Home NPC, and any other company that forms part of the CAP brand from time to time.
- 1.1.9 **"Client"** means the person or party identified in Section 1 of this Agreement who receives the Services provided by CAH.
- 1.1.10 **"Commencement Date"** means the date on which the CAH Equipment is installed at the Property and confirmed to be functioning properly.
- 1.1.11 **"CPA"** means the Consumer Protection Act, No. 68 of 2008.
- 1.1.12 **"Fees"** includes all charges payable by the Client under this Agreement, such as monthly, annual, once-off, transfer, or cancellation fees.
- 1.1.13 **"Fixed Period"** has the meaning given in clause 2.1 of this Agreement.
- 1.1.14 **"Keyholder(s)"** means the person(s) listed in the Keyholder section of this Agreement who have access to the Property or the dedicated phone line, and who may be contacted by CAH.
- 1.1.15 **"Panic Kit"** means a device installed at the Property that sends emergency panic alerts to CAH when triggered.
- 1.1.16 **"Parties"** means CAH and the Client, collectively or individually, depending on the context. "Party" refers to either CAH or the Client, as applicable.
- 1.1.17 **"Personal Data"** means any information about the Client that is stored electronically or in any other format.
- 1.1.18 **"Property"** means the location identified in Section 1 of this Agreement where the Alarm and CAH Equipment are installed and where the Services are delivered.
- 1.1.19 **"Services"** means the Alarm monitoring and Armed Response services provided by CAH. These include responding to Alarm activations and dispatching security personnel to the Property when necessary.
- 1.1.20 **"Smart Dispatch"** means the automated calling system used by CAH to contact the Client and/or a designated Keyholder after an Alarm activation. The purpose of the system is to determine whether the Alarm was intentionally triggered. "Smart Dispatch" includes the related hardware and software components used in this process.

2 COMMENCEMENT, DURATION, CANCELLATION AND TRANSFER

- 2.1 This Agreement begins on the Commencement Date and continues for an initial fixed period of 24 months ("Fixed Period"). After the Fixed Period ends, the Agreement automatically renews on a month-to-month basis unless cancelled by either Party in terms of this clause.
- 2.2 Either Party may cancel this Agreement at any time, including during or after the Fixed Period, by giving written notice as follows:
 - 2.2.1 CAH must provide at least 20 (twenty) business days' written notice.
 - 2.2.2 The Client must provide at least 1 (one) calendar months' written notice.
- 2.3 For the Client's cancellation to be valid:
 - 2.3.1 The Client must complete and submit the official CAH cancellation form; and

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- 2.3.2 The Client must pay the applicable Cancellation Fee and submit proof of payment.
- 2.4 CAH will inform the Client of the Cancellation Fee within a reasonable time after receiving notice of the Client's intention to cancel.
- 2.5 The Client may request to transfer this Agreement to a different property by giving CAH at least 40 (forty) business days' written notice. To complete the transfer:
 - 2.5.1 The Client must submit the official CAH transfer form; and
 - 2.5.2 The Client must pay the applicable transfer fee and provide proof of payment.
- 2.6 CAH will notify the Client of the applicable transfer fee as soon as reasonably practical after receiving the transfer request.

3 OWNERSHIP

- 3.1 The CAH Equipment remains the property of CAH at all times. When this Agreement ends, CAH will remove the CAH Equipment from the Property.
- 3.2 If, for any reason, the CAH Equipment cannot be removed, the Client must pay CAH the full replacement value of the CAH Equipment.

4 INSTALLATION AND ACCESS TO THE CAH EQUIPMENT

Installation Requirements

- 4.1 Before CAH can install its CAH Equipment, a fully functional Alarm must already be installed at the Property.
- 4.2 If the existing Alarm is not compatible with the CAH Equipment, CAH may cancel this Agreement without liability.
- 4.3 Any alterations to the Property that are required for the correct installation of the CAH Equipment, as well as any repairs arising from those alterations, will be at the Client's cost
- 4.4 If installation is delayed or cannot proceed because of the Client's action or inaction, the Client must reimburse CAH or its subcontractors for any costs incurred as a result of the delay. These costs will be invoiced and must be paid upon receipt
- 4.5 By signing the installation handover certificate, the Client confirms (unless clearly incorrect) that:
 - 4.5.1 the CAH Equipment was installed correctly;
 - 4.5.2 the CAH Equipment was in good working order at the time of installation; and
 - 4.5.3 the Client had a reasonable opportunity to inspect the CAH Equipment before signing
- 4.6 Despite clause 4.5, the Client may notify CAH of any issues with the CAH Equipment within **seven (7) days** of installation. CAH will use its reasonable endeavours to resolve any valid issues within a reasonable time.
- 4.7 If the Client does not raise any concerns within this period, the CAH Equipment will be deemed accepted as correctly installed and in good working condition. If the Client reports issues with only some components, all other components will still be deemed accepted.

Access to the Property

- 4.8 The Client must provide CAH and its subcontractors, on reasonable notice, with safe access to the Property during Business Hours to install, repair, maintain, inspect and/or remove the CAH Equipment.
- 4.9 In the event of a perceived or actual emergency, or if suspicious activity is observed, the Client authorises CAH to take reasonable steps necessary to respond to the situation and provide the Services. This includes:
 - 4.9.1 entering the Property without prior notice, using reasonable means and force if necessary to gain access;
 - 4.9.2 monitoring and engaging with individuals on the Property, including contacting law enforcement or detaining a person only if permitted by law; and
 - 4.9.3 intervening to prevent or stop criminal activity, including effecting an arrest and/or searching any person or property (including any person or property on the Property), where permitted under South African law.
- 4.10 When the Alarm is activated, or when the Client contacts CAH in relation to a security incident, the Client must ensure that either the Client or a designated Keyholder is available to provide timely access to the Property for CAH's armed response personnel. Failure to grant access may delay the Services and relieve CAH of any liability arising from its inability to enter the Property.

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- 4.11 When CAH enters the Property for any reason, the Client must ensure that all animals are securely confined or otherwise under control to prevent obstruction, injury, or interference with CAH personnel or the performance of the Services.
- 4.12 If the Client fails to control an animal and it obstructs access or poses a risk, CAH may take reasonable steps to manage or subdue the animal in accordance with its internal animal-handling policy. CAH will not be liable for any harm or damage resulting from the Client's failure to control an animal as required.

Equipment and Testing

- 4.13 The Client is responsible for regularly testing the CAH Equipment to confirm that it is operational. To do so, the Client must contact the CAP Command Centre on 0861 227 227 (or such other number as may be notified by CAH) and follow the testing procedures as instructed.
- 4.14 CAH will not be liable for any loss, damage, or failure of the Services caused by -
- 4.14.1 the Client failing to perform regular testing of the Alarm and CAH Equipment or fails to promptly report faults or issues or defects in the CAH Equipment, undetected faults in the CAH Equipment;
- 4.14.2 alterations to the Alarm or CAH Equipment installation;
- 4.14.3 a failure by the Client to maintain the Alarm or to promptly repair or replace any defective components of the Alarm.
- 4.15 The Client is responsible for the cost of all repairs and replacement parts if:
- 4.15.1 the CAH Equipment has been damaged; or
- 4.15.2 repairs are required outside Business Hours because the Client could not provide access during Business Hours; or
- 4.15.3 an adjustment to the CAH Equipment is required due to the reallocation of radio frequencies by the Independent Communications Authority of South Africa, in order to maintain proper functionality.
- 4.16 To receive alerts and notifications related to the CAH Equipment and Services, the Client must download and register on the CAP at Home mobile application after installation of the CAH Equipment. The app is available for free via standard app stores and forms an essential part of the service functionality.

5 PAYMENT OF FEES

- 5.1 The Client is liable to pay CAH the Fees stipulated in this Agreement. The Service Fee shall be paid monthly in advance.
- 5.2 All Fees payable are, unless otherwise specified, exclusive of value-added tax at the prescribed rate at the relevant time, which value-added tax at the prescribed rate shall be added to the relevant Fee.
- 5.3 Unless otherwise agreed by CAH, all payments to be made by the Client to CAH under this Agreement shall be made by way of debit order automatically deducted from the Client's designated bank account and transferred directly into a bank account nominated from time to time by CAH in writing. Should the debit order date fall on a non-processing day then the debit order will go through on the next possible processing day. The abbreviated short name as registered with the acquiring bank is CAH1.
- 5.4 If CAH has agreed to receive payment of any Fees from the Client by electronic funds transfer, and if payment has not been duly made within 7 (seven) days from the due date of payment of any Fees, then the Client hereby consents to CAH debiting all such amounts that are and may in the future become due, owing and payable hereunder by way of debit order against the Client's bank account specified in this Agreement.
- 5.5 CAH shall be entitled in its discretion to increase any of its Fees, provided that such increase is reasonable. CAH undertakes to provide the Client with 1 (one) calendar months' notice of any such increase via email to the address provided to CAH.
- 5.6 CAH may perform a credit information search on the Client at a credit information bureau of CAH's choice and monitor the Client's payment behaviour by researching the Client's record at one or more credit information bureaux and use new information and data obtained from a credit information bureau in respect of the Client's future credit applications. CAH may record the existence of the Client's account with any credit information bureau, record and transmit details of how the Client has performed in terms of this Agreement reflecting how the account has been conducted by the Client and how it has met its obligations in terms of this account. In the event of any non-payment by the Client which is not timeously remedied (in the reasonable opinion of CAH), CAH may either adversely list the Client at any relevant credit bureau and/or hand such debt over to CAH's debt collectors, in accordance with the procedures as set out in the National Credit Act.

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- 5.7 All payments to be made by the Client to CAH in terms of this Agreement shall be made free of any set-off, deductions or withholding of whatsoever nature (including, without limitation, any taxes) and without demand into the account given by CAH or to such other address or account in South Africa as CAH may from time to time notify in writing to the Client.

6 OBLIGATIONS OF THE CLIENT

- 6.1 The Client must provide CAH with accurate and up-to-date information necessary for the proper provision of the Services. This includes, but is not limited to:
- 6.1.1 Details of all regular vehicles that access the Property;
 - 6.1.2 The names and contact details of all designated Keyholders;
 - 6.1.3 Relevant medical information that may affect emergency response procedures; and
 - 6.1.4 Information regarding any pets or animals present at the Property.
- 6.2 The Client must review and verify the accuracy of the information held by CAH at least once every twelve (12) months, and must notify CAH of any changes as soon as reasonably possible.

7 OBLIGATIONS OF CAH

CAH will provide the CAH Equipment and the Service with reasonable care and skill, using the resources available at the time. The Service is performed on a shared (syndicated) basis across all CAH clients within the areas in which CAH operates.

8 LIMITATION OF LIABILITY

- 8.1 The Client acknowledges that the Services provided by CAH are intended to reduce—but not eliminate—the risk of the following events (together referred to as the “Events”):
- 8.1.1 Death;
 - 8.1.2 Physical injury or personal attack on any person at or near the Property;
 - 8.1.3 Theft, loss, or damage to the Property or any item located at or near the Property.
- 8.2 CAH does not guarantee that its personnel will be able to prevent or reduce the likelihood of these Events.
- 8.3 Because the Services involve inherent risks and uncertainties, CAH shall not be liable, whether in contract, delict (tort), or otherwise, for any loss, damage, injury, or expense of any kind arising from or related to the Services.
- 8.4 The Client acknowledges and agrees that CAH will not be liable for any loss, damage, injury, or expense suffered by the Client or any third party as a result of CAH’s actions taken in terms of clause **Error! Reference source not found.** (Emergency Access and Intervention) or clauses 4.7, 4.11 and 4.12 (Access and Animal Control), provided that such actions were reasonable and proportionate in the circumstances.
- 8.5 This limitation does not apply to losses caused by gross negligence or intentional misconduct by CAH.
- 8.6 For the purpose of this Agreement, gross negligence means a serious departure from the conduct expected of a reasonable person, reflecting a total disregard for foreseeable harm.
- 8.7 The Client hereby indemnifies CAH and holds it harmless against any claims, demands, losses, or expenses—of any kind—brought by third parties in connection with any matter for which CAH is not liable under this clause.
- 8.8 This indemnity applies even if the claim arises from:
- 8.8.1 CAH’s ordinary negligence;
 - 8.8.2 A delay in providing the Services;
 - 8.8.3 Faulty or delayed installation of the CAH Equipment;
 - 8.8.4 Incompatibility of the Alarm with CAH Equipment;
 - 8.8.5 Delayed or inadequate repairs or replacements.
- 8.9 For clarity, “negligence” here refers to a failure to act as a reasonable person would to avoid foreseeable harm.
- 8.10 CAH’s total liability, if any, will be limited to the amount its insurer agrees to cover under its applicable insurance policy. CAH undertakes to maintain insurance cover for this purpose.
- 8.11 Where the Client is a consumer protected by the Consumer Protection Act (CPA), clauses 8.2 and 8.5 still apply—even where loss or damage arises from CAH’s ordinary negligence or from the installation of defective CAH Equipment.
- 8.12 However, nothing in this clause limits or excludes CAH’s liability for:

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- 8.12.1 Gross negligence;
- 8.12.2 Intentional misconduct by CAH, its employees, or subcontractors.
- 8.13 Under no circumstances shall CAH be liable for any indirect or consequential loss or damage and loss of profits, whether or not such loss or damage was foreseeable at the time this Agreement was concluded.
- 8.14 CAH strongly advises the Client to maintain comprehensive insurance for the Property and all property located there.
- 8.15 CAH is not responsible for delays in the Services that result from:
 - 8.15.1 Damage or loss of the Client's own equipment (including Alarm); or
 - 8.15.2 Delays in the repair or replacement of such CAH Equipment.
- 8.16 The Client acknowledges that the Services provided by CAH are not alternative to insurance in relation to his business and/or Property and that it shall be incumbent upon the Client to affect all necessary insurance in relation to his Property.
- 8.17 Where the Alarm requires any form of connectivity in order for CAH to receive Alarm activations, the Client is responsible for providing the connectivity. CAH will not be liable as a result of any connectivity failure or delay which may arise.

THE CLIENT IS TO INITIAL HERE TO CONFIRM UNDERSTANDING AND ACCEPTANCE OF THIS CLAUSE,
INITIALS _____

9 DATA COLLECTION, OWNERSHIP AND TRANSFER

- 9.1 The Client authorises CAH to collect Personal Information from the Client and, where applicable, from third parties strictly for the purposes of fulfilling its obligations under this Agreement and providing the Services.
- 9.2 CAH takes privacy seriously. The Client confirms that it has read and agrees to the CAP Group's External Privacy Statement available at www.capcommunity.co.za/privacystatementcap, which forms part of this Agreement and agrees and consents that the Client's personal information may be processed as set out in this statement.

10 SIGNAGE

- 10.1 CAH may display signage at the Property to identify its presence and services.
- 10.2 The Client must allocate a publicly visible area on the Property for this signage.
- 10.3 The Client must not remove, damage, or deface any signage installed by CAH.

11 CESSION AND ASSIGNMENT

- 11.1 CAH may transfer or assign any of its rights or obligations under this Agreement to a qualified third party, provided that the transfer is made in connection with the continued provision of the Services.
- 11.2 The Client agrees in advance to any such transfer and acknowledges that this Agreement will continue to apply, with the necessary changes (*mutatis mutandis*), to the third party.
- 11.3 All indemnities and liability waivers in this Agreement in favour of CAH will also apply, with the necessary changes, to any third party to whom CAH transfers its rights or obligations.
- 11.4 Client may not transfer or assign any of its rights or obligations under this Agreement without CAH's prior written consent.
- 11.5 CAH will only deal directly with the Client. Any third party claiming to act on the Client's behalf will be disregarded unless the Client has provided written authorisation accepted by CAH.

12 SUB-CONTRACTORS

- 12.1 The list of sub-contractors and their details as required in terms of the CPA will be listed on the CAH website.
- 12.2 CAH may appoint sub-contractors from time to time to perform any part of the Services. All sub-contractors will be registered and compliant with the Private Security Industry Regulation Act 56 of 2001 (PSIRA) and listed at www.capcommunity.co.za.

13 BREACH

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- 13.1 If the Client fails to make payment or breaches any other obligation under this Agreement, and does not remedy the breach within 7 (seven) calendar days after receiving written notice from CAH:
- 13.1.1 CAH may, without limiting any other rights or remedies, do one or more of the following:
- 13.1.2 Suspend the provision of Services until all outstanding amounts are paid in full (unless CAH chooses to cancel the Agreement as set out below);
- 13.1.3 Demand immediate payment of all amounts owed, whether due or not, under this Agreement. A certificate signed by a CAH employee will serve as prima facie proof of the amount owed;
- 13.1.4 Cancel the Agreement without further notice. If CAH cancels, it may:
- 13.1.4.1 Immediately recover possession of the CAH Equipment; and
- 13.1.4.2 Claim liquidated damages equal to the total outstanding Fees for the remaining term of the Agreement.
- 13.2 If CAH breaches any of its obligations under this Agreement and fails to remedy the breach within 7 (seven) business days after receiving written notice from the Client, the Client may, without limiting any other rights or remedies:
- 13.2.1 Cancel the Agreement; and/or
- 13.2.2 Demand specific performance, with or without a claim for damages.
- 13.3 Termination of this Agreement, regardless of the reason, does not affect any rights or obligations that accrued before termination, including rights to payment, indemnities, or claims for breach.
- 13.4 CAH may recover from the Client all reasonable, documented costs and expenses—including attorney fees—incurred as a result of the Client's breach of this Agreement.
- 13.5 The Client may not cancel the Agreement or claim damages due to delays in CAH's performance caused by:
- 13.5.1 Floods;
- 13.5.2 Riots, civil unrest, or war;
- 13.5.3 Strikes or labour disruptions;
- 13.5.4 Power outages or load shedding;
- 13.5.5 Shortages or unavailability of components for CAH Equipment, Alarm, or related devices; or
- 13.5.6 Any other event beyond CAH's or its subcontractors' reasonable control (force majeure).

14 SURETY

- 14.1 Any person who signs this Agreement on behalf of the Client in a representative capacity also agrees, by signing, to personally bind themselves as surety and co-principal debtor with the Client in favour of CAH.
- 14.2 This suretyship is given in solidum (meaning jointly and severally liable with the Client), and the signatory expressly waives the legal benefits of:
- 14.2.1 Excussion (the right to require CAH to first claim against the Client before enforcing the suretyship); and
- 14.2.2 Division (the right to limit liability to a portion of the debt).
- 14.3 The surety is liable for all amounts the Client may owe CAH at any time, for any reason arising from this Agreement.

15 DOMICILIUM AND NOTICES

- 15.1 The Client chooses the Property address and/or email address listed in Section 1 of this Agreement as its domicilium citandi et executandi ("domicilium"), for all purposes relating to this Agreement, including the giving of notice and the serving of any process ("notices").
- 15.2 CAH may deliver any notice to the Client's *domicilium*, and such delivery will be deemed valid unless the Client notifies CAH in writing of a change in address.
- 15.3 Any notice given by CAH to the Client, which is:
- 15.3.1 delivered by hand to the Property during Business Hours, shall be deemed to have been received by the Client at the time of delivery;
- 15.3.2 transmitted by email to the Client's email address listed in Section 1 of this Agreement, shall be deemed to have been received by the Client on the day it is transmitted.

16 GENERAL

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- 16.1 This Agreement is the entire agreement between the Parties relating to its subject matter and replaces all prior discussions, understandings, and agreements. Except as provided in clause 16.2, no amendment or cancellation of this Agreement will be valid unless recorded in a written document signed by both Parties.
- 16.2 CAH may from time to time amend the terms of this Agreement, provided that such amendments do not unreasonably prejudice the Client. Any amendment will be communicated to the Client at least 30 (thirty) days before it takes effect. The Client may raise objections in writing during this notice period. If the Client does not object, the changes will be deemed accepted. If the Client objects, CAH will consider the objections in good faith before finalising the changes.
- 16.3 Clause headings are for reference only and do not affect the interpretation of this Agreement.
- 16.4 Unless the context requires otherwise:
- 16.4.1 Words referring to one gender include all genders;
- 16.4.2 The singular includes the plural and vice versa;
- 16.4.3 "Person" includes a natural person, juristic person, or other legal entity.
- 16.5 If this Agreement requires that something be done within a certain number of days:
- 16.5.1 The count excludes the first day and includes the last day;
- 16.5.2 If the last day falls on a Saturday, Sunday, or public holiday, it is excluded.
- 16.6 Any annexures or schedules attached to this Agreement form part of it and have full force and effect.
- 16.7 If any definition in this Agreement confers a right or imposes an obligation, it must be interpreted as if it were a substantive clause of the Agreement.
- 16.8 This Agreement will not be interpreted against the Party who drafted it. The rule of contra proferentem does not apply.
- 16.9 If CAH allows the Client any leniency or delay in enforcing this Agreement, it does not waive CAH's rights. CAH may still enforce its rights at any time.
- 16.10 This Agreement is governed by the laws of the Republic of South Africa.
- 16.11 If any provision of this Agreement is found to be unlawful, invalid, or unenforceable in any jurisdiction, it will be treated as if it were not written (pro non scripto), but only to the extent of the invalidity. The rest of the Agreement will remain valid and enforceable.
- 16.12 No provision of this Agreement creates any rights in favour of a third party unless the clause expressly states that it is a stipulatio alteri (stipulation in favour of a third party).
- 16.13 This Agreement may be signed in counterparts. All signed copies together form a single binding agreement. A Party may sign any counterpart.

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