

## MEMORANDUM OF AGREEMENT

between

### BRUNALY PARK NPC

Registration Number 2002/023141/08  
(hereinafter referred to as **Brunaly**)

and

**Name:** \_\_\_\_\_

ID / Reg Number \_\_\_\_\_

Home address: \_\_\_\_\_

Cell nr: \_\_\_\_\_ email: \_\_\_\_\_

(hereinafter referred to as **the Member**)

### 1. Preamble

It is recorded that Brunaly is the co-ordinating body for an integrated security model for the Brunaly Park Area. The Strategy is to secure the neighbourhood cost-effectively through technology, manpower and intelligence and the Member understands that Brunaly acts on behalf of all its members to procure security services as set out in this agreement and to facilitate the different projects that form part of the security model in the Brunaly Park Area. The Parties record that they are desirous of entering into a membership agreement for the purpose of establishing the rights and responsibilities between the Member and Brunaly.

### 2. Definitions

The following words shall have the following meanings:

- 2.1 "the Administrator", being the financial management body of a Body Corporate that pays the Brunaly membership fees on behalf of all the units within a Body Corporate;
- 2.2 "the Area", being the area in the suburbs of Brummeria, Navors and Lydiana in Pretoria consisting of the following streets: Ysterhout Street, Moepel Street, Snyman Road, Ratel Avenue, Orpen Street, Mispel Street, Kuisis Street, Tambotie north of Moepel Street, Boekenhout Street west of Tambotie Avenue, Hendrik Avenue, Kesselaar Avenue, Brummeria Road, Samson Crescent, McLachlan Crescent, Peter Place, Ilse Place;
- 2.3 "the Body Corporate", being the legal body that determines the levies per unit and who undertakes to pay the Brunaly membership fees on behalf of all the units from the levies of the units;
- 2.4 "the Effective date", being the date of signature of this agreement or amendments to this agreement;
- 2.5 "the Member", being a resident of Brunaly Park who subscribes to this agreement, represents a household within the Area and who is desirous of participating in the security model of Brunaly Park as well as a Body Corporate who participates on behalf of all the units, whereby all units become Members of Brunaly;
- 2.6 "the Model", being the integrated security scheme consisting of different projects with tactical co-ordination and financial and marketing management;
- 2.7 "the Parties", being Brunaly and the Member;
- 2.8 "the Projects", being the identified actions and tactics that work together to complete the model to support the strategy, including but not limited to monitoring and armed response services, gate guard services and a dedicated vehicle to the Area to be co-ordinated and procured by Brunaly from time to time;
- 2.9 "the Security Service Provider" (hereinafter referred to as the "SSP"), being the security company with which Brunaly has a written service agreement in terms whereof Brunaly procures home alarm monitoring, armed response, a dedicated vehicle for the Area, gate guards and any other services as procured from time to time to support the Model.

**3 Terms of Agreement**

The Parties agree that:

1. This agreement shall come into force on the date that it is signed by the parties and shall remain in force until such time as it is cancelled in writing by either party providing the other with one calendar month’s written notice of its intention to cancel this agreement and/or any associated services attached thereto.
2. Any person who wishes to be a member of Brunaly may join if the person is a resident in Brunaly and thus represents a household in the Area, alternatively if a Body Corporate within the Area represents all the units within the complex and pays directly to Brunaly or via their Administrator, with the understanding that each unit who participates in home alarm monitoring must sign the membership agreement individually.
3. By joining Brunaly, the Member undertakes to pay the Brunaly membership fee by debit order into the account of Brunaly.
4. Membership fees are determined by the board of directors from time to time to cover the expenses incurred for the implementation of the model. Brunaly will publish the fees on its website and will give one month’s written notice of any increase of fees payable by way of general newsletters sent to all Members at the email address herein. Brunaly undertakes to monitor the participation so that fees may be reduced if there is enough income to pay for the Model.
5. Membership fees are payable in advance before or on the 1st day of the month either on a monthly basis by debit order or annually in advance by the member and the member has the right to choose which option he or she wishes to exercise.
6. Should the member fail to pay the membership fee, their membership and all benefits attached thereto will be suspended until such time as their account is paid up in full.
7. The Member confirms that a participation map may be published by Brunaly and the Member undertakes to communicate any errors on the Map should their home not be marked as a participant.
8. The Member undertakes to be a marketing agent for Brunaly and to put in every effort to get as many neighbours to participate in the Model so that fees may be reduced for all Members.
9. Members who pay the full membership fee may choose to make use of home alarm monitoring by Brunaly’s SSP at no additional cost. The Member acknowledges that a personal security contract has to be entered into with the SSP for the service, but no fees will be due and payable to the SSP as the service is part of the Model by agreement between Brunaly and the SSP. The Member will be liable for the yearly ICASA licence expense for the radio transmitter and will be invoiced by Brunaly to the Member. The SSP will be the sole bearer of the rights and responsibilities for the service. None of the duties or responsibilities in terms of any such agreement will attach to Brunaly.
10. Brunaly will enter into an agreement with the SSP and will provide that all individual contracts will be deemed to have the same contract periods and termination periods as the agreement with Brunaly, irrespective of the individual contract signature dates. All personal contracts with the SSP, whether in writing or otherwise, will be subject to the terms of the agreement that Brunaly has with the SSP and Brunaly will reserve the right to terminate the individual member's agreements on behalf of all members.
11. The Member acknowledges that all services that are procured by Brunaly as part of the Model, is provided on a “best effort” basis and no warranties or guarantees with respect to performance or outcomes are expressed or implied by Brunaly. Brunaly cannot be held accountable for any security failure or other security problem and the Member expressly acknowledges that they hold Brunaly blameless should any such situation arise.
12. The Member acknowledges that the Brunaly Member fence boards and gate access control cards stay the property of Brunaly and the Member undertakes to take care of the fence boards to the best of their ability.
13. The Member chooses as his or her domicilium citandi et executandi ("domicilium") for the purposes of giving of any notice, the payment of any sum, the serving of any process and for any other purpose arising from this agreement the address below his or her name and Brunaly Park at 13A Snyman Road, Navors, Pretoria.

**Signed by the Parties:**

\_\_\_\_\_

Signed on behalf of Brunaly

Date: \_\_\_\_\_

\_\_\_\_\_

Signature of Member

Date: \_\_\_\_\_

