

E: Mulungushi Investments limited
Head Office 24 Kanyanta Avenue v.0. Box 20955 Tel. No. 211744 Telex: ZA 51022 Kitwe. Zambia
CORRESPONDENCE
TO PRIVATE BAG
Rw176X
LUSAKA
TEL. NO.
GUARD/SECURITY/BANK ESCORTS
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GMT CTNO 2/1;
. A. PARTIES : This agreement is made between (name of company
or individual) 1) African National
Congress. Sou rlca
of P O Box 3'79T DEEEEEE
(hereinafter known as the "Client" of one
part and MIL Protective Security Services
(of the other part being a unit of Mulungushi
Investments Limited) upon which the Client
requests MIL Protective Security Services
to carry out in respect of the premises known
as AONOCO NEtiQnal Stores along Lmummm
Road Lusaka
at
The service described in Clause B hereof
from the 1 ST day of AUGUST
1921_ at agreed basic charge made up as follidWE:
M
. Basic Charge per month P4 f K 20,000-00
Service Charge K NIL
Sales Tax(15%) '"0
Total monthly charge -W
payable in advance K 23,: : 0
B. SERVICES : The said service shall be as follows:
(a) Static by J I \$?Q (3) ..,
security officer 5 per day from
96% hours to 4869- M rs.
(b) Static by Two _'___security
officer(s) per night from 1800
hours to 0600 hours
A Subsidiary of Zambia Consolidated CoppehMinas Limited

OTHER SERVICES

Subject to Clause 13 of the standard Conditions attached to this contract and which are hereby incorporated by reference and shall remain in force for a minimum period of one month, and thereafter from month to month unless and until either party terminates the contract by giving not less than one month's previous notice in writing expiring on the last day or of any succeeding calendar month.

MIL Protective Security Services reserves the right to increase 5% the amount of the charges specified herein if it is not paid by the date upon which it becomes due.

This agreement is binding on both parties and is hereby signed by duly authorised signatories.

signature

5&ng A/bLOt/M

Name in block letters

cgacitgj of signatory

ML

Date

Q&ko.- anggg

Witness

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Occupation

r and on behalf of

tiv igjyrity Services

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Autho ised Officer 5 Signature

Accepted

MIL Prot

Occupation

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. 'STANDARD CONDITIONS OF CONTRACT

IMPORTANT ADVICE TO CUSTOMER _

By the Conditions set out below the Company and its servants and agents are firstly NOT TO BE LIABLE AT ALL FOR CERTAIN LOSSES AND DAMAGE_81nnd. secondly, it they are to be liable. THE

AMOUNT OF LIABILITY is in all circumstances LIMITED TO THE AMOUNT STATED. See that your own insurance gives you the insurance cover that you need.

1 GENERAL PROVISIONS AS TO LIABILITY OF COMPANY

The Company in providing services and in acting for the purposes of the contract herein will (to the extent only set out below) be responsible for any want of proper care on the part of the

Company itself in the selection or employment of the men put on and in charge of such services, Subject thereto the Company shall not be responsible to the Customer under any circumstances

whatever for any deliberately wrongful act committed by any servant of the company in or with reference to such activities or otherwise. The Company shall, so far as concerns any loss suffered

by the Customer through burglary, theft, fire or any other cause (to the extent only set out below) be liable only in and so far as such loss is caused by the sole negligence of the Company's

employees acting within the course of their employment.

2. SPECIAL PROVISION ABOUT KEYS

Except in the case of keys for which written receipt shall have been issued by the Company, and which keys shall have been handed into the custody of the Company's employees for the purposes

of and in accordance with the express requirements of this contract, the Company shall not be responsible under any circumstances whatever, whether there be negligence or not, for any loss or

damage resulting from the loss of or damage to keys, and in particular for such loss as the cost of changing locks or keys. This special provision does not affect the generality of the other provisions

alone of these Conditions.

3. SPECIAL PROVISION ABOUT STRIKES ETC.

The Company shall not be responsible in any circumstances whatever for any failure by the Company to carry out the services covered by this contract or any part of it, where such failure is

caused by any strike, or lockout of labour dispute, or weather conditions, actual or threatened typhoons, or traffic congestion, or mechanical breakdown, condition of or obstruction at any

public or private road or highway, or any cause whatever beyond the Company's control.

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A. SPECIAL PROVISION AS TO NOTIFICATION OF CLAIMS

The Company shall not be responsible in any circumstances or to any extent whatever for breach of contract or negligence, unless written notice is received by the Company at its Head Office

within fourteen days of the happening of the default by the Company alleged to give rise to any liability

5. GENERAL PROVISION AS TO AMOUNT OF LIABILITY -

It pursuant to the provisions set out herein, any liability on the part of the Company shall arise (whether under the express or implied terms of this Contract, or at Common Law, or in any other

way) to the Customer for any loss or damage of whatever nature arising out of or connected with the provision of, or purported provision of, or failure to provide the services covered by

this Contract, such liability shall be limited to the payment by the Company by way of damages of a sum: -

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(I) not exceeding K5.000 in respect of any one claim arising from any duty assumed by the Company which involves the operation, testing, examination, or inspection at the Operational condition at any machine, plant or equipment in or about the Customer's premises, or which involves the provision of any service not solely related to the prevention or detection of fire or

. theft;

(b) not exceeding K5000 for the consequences of any theft of a wheeled vehicle, its equipment and/or any goods or chattels loaded thereon;

(c) not exceeding a maximum of K10.0m for the consequences of any incident involving the theft or any other cause of liability of the Company under the terms hereof; and further provided that

the total liability of the Company shall not in any circumstances exceed the sum of K1000
!) in respect of all incidents arising during any consecutive period of twelve months

6. CLAUSE EXTENDING PROTECTION TO SERVANTS AND AGENTS OF THE COMPANY

if there shall happen any act or default at any servant or agent of the Company, which may give rise to liability in such servant or agent of the Company to the Customer for negligence, then it

is hereby expressly agreed by the Customer with the Company on behalf of such servant or agent and for the benefit of such servant or agent that such servant or agent shall be entitled to the

protection of all the terms and conditions hereof in any claim by the Customer against such servant or agent except the term relating to deliberately wrongful acts which, as between the

Customer and the servant or agent, the servant or agent shall be liable). .-

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7. TERMS DEFINING AND LIMITING LIABILITY TO APPLY WITHIN ANY CIRCUMSTANCES.

(1) The potential losses that might be caused or be alleged to be caused by the failure of the Company or its servants or agents to perform any of the acts or services, or to take any particular

precaution (whether as a result of breach of contract or negligence), or to avoid doing any act, are so great in proportion to the sums which can reasonably be charged

hereunder by the Company that the Company and its servants or agents cannot and will not assume any liability whatever in respect of any loss or damage howsoever caused outside or beyond the express provisions at these Conditions.

The losses that might be sustained in consequence of any negligence or breach of contract or other wrongful act whatever on the part of the Company its servants or agents must, if the

Customer requires such cover, be covered by insurance to be obtained separately by the Customer and the Company and its servants or agents will not provide such or any insurance cover for the Customer.

The liabilities which the Company is willing to assume and discharge are set out above, but the Company will not and cannot accept liabilities beyond them it is accordingly hereby

expressly agreed by the Customer with the Company (for the benefit of the Company and of the Company's servants or agents as aforesaid) both as terms hereof and as an independent agreement made in consideration of the entry by the Company into this Contract, which independent agreement shall apply notwithstanding the termination of this Contract by liquidation

or breach or otherwise, that the exclusion and limitation of liability provided herein shall protect the Company and its servants or agents in all circumstances whatever, whether this Contract or any term expressed or implied in it howsoever fundamental, be broken or repudiated and whatever the consequences of such breach of contract or repudiation, and howsoever great may be the damages suffered by the Customer, or the consequences following from any negligence or breach of contract or other wrongful act whatever on the part of the Company,

(ii)
(iii)

Company or its servants or agents.

1. The Customer undertakes that it will not during the period of subsistence of the contract, or within one year next after the termination thereof (howsoever the same may be determined) either

voluntarily or otherwise employ in any security capacity to any person who shall be or shall have been an officer or servant of the Company during such period or

(1)
Knowingly employ any firm or company managed or controlled by such person and obtaining a similar service to that to be provided by the Company hereunder.

(b)
In the event of a strike on the Customer's premises the Company's employees will not be required to carry out any additional duties or any duties of a strike-breaking nature.

It is during the term of this Contract the performance of the Company's obligations hereunder would or might involve the Company in conflict with a third party on a political or quasi-political issue

or in connection with any civil dispute the Company shall be absolved from its obligation hereunder either wholly or to such an extent as may be necessary to avoid such conflict (as the case

may require). , _ 7

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It is these Standard Conditions in conjunction with the provisions overleaf

(a) shall constitute the entire contract between the Company and the Customer and shall not incorporate or be deemed to incorporate the provisions of any extraneous document:

(b)

No variation, extension, omission or cancellation of the express terms of these Standard Conditions shall be binding upon the Company unless and until it is confirmed in writing under the hand

of a Director, the Secretary or other duly authorised officer of the Company, and, for the avoidance of doubt, it is declared that no person other than such Director, Secretary or Officer has any

authority to negotiate or enter into any commitment on behalf of the Company the effect of which would or might (but for this present clause) involve the Company in any legal liability whatsoever.

Nothing shall supersede the provisions of any previous contract, warranty or representation made or given relating to the same services.

12.

soever.

The contract may be determined by either party and with it the other party shall commit any breach of its obligations hereunder or (being an individual) shall commit an act of bankruptcy or (being a corporation) shall go into liquidation other than for the purpose of reconstruction or amalgamation or shall suffer the appointment of a Receiver at any time of its property or income or

make any deed or arrangement with or composition for the benefit of its creditors.

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it is intended that no other person shall

14. The Customer shall for all purposes be and be treated as the sole beneficial owner of all the property at which is the subject of this Contract. According to the

terms of any such property make any claim upon the Company its servants or agents outside or beyond the liability of the Company to the Customer under the terms hereof in respect of such

properly then the Customer shall indemnify the Company and its servants or agents in respect of such claim and all costs thereof.

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