



TELECALL (TVL) (PTY) LTD.
REG. NO. 81/02497/07
13TH FLOOR, DEVONSHIRE HOUSE,
JORISSEN STREET, JOHANNESBURG.
TELEX: 42-5496. P.O. BOX 32487,
BRAAMFONTEIN 2017.

TELEPHONE (011) 339-5671

Mr A J Teeling-Smith
P.O. Box 537
KENGRAY
2100

AMcT/bjm
4 May 1988

Dear Sirs

RE: MEMORANDUM OF AGREEMENT

No: 2M43M3365/N1

DD: 12 April 1988

We refer to our recent negotiations concerning the above contract and now have pleasure in enclosing a copy of the relevant Memorandum of Agreement for your records, the original of which has been stamped and registered and is held by us in our offices.

May we draw your attention to the provisions of the Agreement insofar as Insurance is concerned. We would, in particular, confirm that it is the Subscriber's responsibility to cover equipment hired from us against ALL RISKS and to maintain this Insurance Cover in full force and effect throughout the period of the agreement. For the purpose of this the value of the equipment supplied to you is as per Clause 5 (c).

In conclusion, may we take this opportunity of expressing our appreciation of the confidence which you have shown in our Company, and assure you of our willingness to be of good service to you at all times.

Yours faithfully
TELECALL TVL (PTY) LTD

A Mc TAVISH
BRANCH MANAGER

CONTRACT NUMBER

2 | M | 4 | 3 | M | 3 | 3 | 6 | S | / | N | 1

CODE:

2 | 3

MEMORANDUM OF AGREEMENT

BETWEEN

TELECALL (TRANVAAL) (PROPRIETARY) LIMITED

Reg. No. 81/02497/07

OF

13th FLOOR, DEVONSHIRE HOUSE, 49 JORISSEN STREET, BRAAMFONTEIN, JOHANNESBURG
(hereinafter called "the Company") of the one part

P.O. Box 537
Kengra
2100

AND

Mr. R.J. Teeling-Smith
OF 25 Rose Road Houghton

(hereinafter called "the Subscriber") of the other part

WHEREBY IT IS MUTUALLY AGREED that, subject to the Conditions and Provisions hereafter set out, the Company shall supply the Equipment and Service described in the Schedule hereto and the Subscriber shall hire the Equipment and be entitled to use the Service aforesaid for the period detailed in the aforesaid Schedule and shall pay to the Company, at the above address and without previous demand, during the hiring period by way of rent for the hire of the Equipment, the amount mentioned under the heading "Rental" in the aforesaid Schedule.

CONDITIONS AND PROVISIONS

In this Agreement the head notes to the clauses are inserted for reference purposes only and shall not affect the interpretation of any of the provisions to which they relate. Further, in this Agreement words importing the singular shall include the plural and vice versa; words importing the masculine gender shall include females; and words importing persons shall include partnerships and bodies corporate and vice versa.

1. The Company undertakes:
 - (a) To Maintain the Equipment in efficient working order during the hiring period and agrees to repair the same at its own expense and with all possible despatch after having received notice, in writing, of any defect.
Notwithstanding anything to the contrary herein contained, any repairs to the Equipment which may be necessary by reason of the Equipment having been damaged will be for the account of the Subscriber at the Company's current rates for the time-being, and the Subscriber shall make pre-payment to the Company of the cost of such repairs.
 - (b) At its expense to obtain all necessary permits, licences and authorities required in law for the operation by the Subscriber of the Installation.
In the event of any such permit, licence or authority being refused or withdrawn for any reason whatsoever so that the continued operation of the Equipment is for that reason impossible, this Agreement shall then determine subject to payment by the Subscriber of all amounts then accrued and due to the Company, and the Company shall be entitled to retake possession of the equipment.
 - (c) To provide a message-relaying service ("the Service") for the Subscriber using a base station at the Company's premises in conjunction with the Equipment hereby hired.
 - (d) Notwithstanding the above, the Company shall have a discretion not to relay any message without being required to give any reason therefor.
2. The Subscriber shall not alter or in any way tamper with the Equipment and only the authorised inspectors and workmen of the Company shall be allowed to interfere with any part of the Equipment.

M.A. A.S. / 16

3. The Subscriber shall:
- Notify the Company, in writing, immediately any loss, damage or fault occurs in the Equipment or of any repairs necessary for the satisfactory working of the Equipment;
 - At his cost make the Equipment available to the Company and/or its agents and employees for inspection and/or repair at the Company's premises in Johannesburg or at such other place as the Company may direct.
 - Immediately notify the Company, in writing, in the event of the Equipment or any separate part thereof being lost or stolen;
 - At all times use the Equipment with care and shall take all reasonable precautions to safeguard it from any loss or damage and shall be liable for and make good all damage caused as a result of a failure to comply with his obligations in terms hereof;
 - Return the Equipment to the Company on termination of this Agreement in the same good condition as he shall have received the same, fair wear and tear excepted.
 - Immediately on signature of this Agreement to pay to the Company a deposit in the amount set out in Item 3 of the Schedule hereto. Such payment shall be in addition to, and not on account of, rentals falling due hereunder, the intention being that same shall form security in the hands of the Company for any unpaid rental or other charge accruing in terms of this Agreement. The Company is hereby authorised and entitled by the Subscriber to deduct from any deposit made in terms hereof any amount in arrear or otherwise claimable under this Agreement and the Subscriber agrees and undertakes, should the said deposit be in any way diminished, forthwith upon demand to replace any shortfall.
4. Should the Company not have received payment from the Subscriber on due date of any amount due in terms of this Agreement, the Company shall be entitled — without notice or action at law, and without liability for damages of any kind — forthwith to suspend all services of every kind (including maintenance) as undertaken by the Company in this Agreement.
5. The subscriber records:
- That he has tested the performance of the Equipment hereby hired and has satisfied himself that same offers such performance as he requires for his purposes;
 - That he has satisfied himself as to, and with, the nature and operation of the Company's message-relaying service;
 - That his attention has been specifically directed to the provisions of Clause 3 (e) hereof and that he knows and understands that the Equipment hereby hired is not insured by the Company and that he agrees to insure the Equipment detailed in the Schedule hereto comprehensively at his own cost against all loss or damage however caused for a replacement value of R. 1300 - 00 per unit, and which value shall remain constant throughout the term of the contract.
6. The Subscriber shall be liable for all claims and demands against the Company for trespass, damage or otherwise on its recovering possession of the Equipment under the provisions hereinafter contained.
7. Unless terminated at an earlier date by mutual agreement in writing between the parties hereto, the period of this Agreement shall be for the remainder of the calendar month during which this Agreement is entered into between the parties and thereafter for the following TWELVE (12) calendar months ("the initial period"). Unless either of the parties to this Agreement shall have given TWO (2) calendar months' notice in writing to the other expiring at the end of the initial period (or at the end of any subsequent twelve month period, as the case may be), this Agreement shall continue and remain in force after the initial period for the succeeding periods of TWELVE (12) calendar months each.
- If the Company shall at any time after the initial period desire to change any condition and/or provision of this Agreement (including the charges for the services), it shall immediately notify the Customer thereof in writing and, unless the Customer shall within a period of FOURTEEN (14) days reckoned from the date of posting of such notice to his domicilium citandi et executandi as hereinafter defined, have notified the Company in writing that he does not accept the proposed change/s in the Agreement, he shall be deemed to have accepted the proposed change/s which will thereafter be deemed to be part of the Agreement and binding upon the parties.
8. The entire Equipment belonging to the Company is, and shall remain, the absolute property of the Company, which shall have the right to retake possession of the equipment at the expiration or sooner determination of this Agreement, and cannot be transferred to any third party without the Company's prior consent in writing first being had and obtained.
9. The Subscriber shall be deemed to have made default in this Agreement if:
- His Estate is put under sequestration or if he gives notice of the surrender or assignment of his Estate;
 - He makes default in payment of any instalment or rental or other charge herein provided for;
 - He abandons the Equipment;
 - Being a limited Company, it is placed under compulsory liquidation or judicial management or places itself in voluntary liquidation.
 - He misuses the Equipment;
 - He fails to carry out any of the other terms of this Agreement.
10. In the event of the Subscriber making default in this Agreement then the Company shall be entitled, upon notice in writing to the Subscriber (which notice shall conclusively be deemed sufficient if posted or delivered to the Subscriber's address):
- To terminate this Agreement forthwith and to re-take possession of the Equipment and to claim from the Subscriber all arrears of the rent to the date of taking such possession; and also
 - To claim by way of penalty an amount equivalent to 80% (eighty per centum) of the total of the rentals for the unexpired period of this Agreement or all such damages which the Company shall have sustained by reason of the failure of the Subscriber to carry out his obligations hereunder.
- The Company shall, in its sole discretion, be entitled to elect whether it will claim the aforesaid penalty or recover damages in lieu thereof.
11. The Company shall not be liable for any damages arising out of its failure to carry out any of the terms of this Agreement in consequence of:
- Fire or accident in the Company's premises;
 - War or civil commotion;
 - Strikes or lock-out by workmen usually employed by the Company;
 - Failure on the part of any oversea—and/or local—supplier to make delivery of equipment to the Company;
 - A failure by the Company to relay any message or correctly relay any message, and irrespective of whether or not the said failure or error is attributable to the negligence of the Company or its employees.
 - Any other cause beyond the control of the Company.

M.A.
ATU 16

M.A.
ATU 16

12. (a) No verbal agreements are valid; only the terms and provisions contained in this Agreement are binding on the parties to the same, but the Company shall not be bound in any way until this agreement is signed by a Director or the Secretary of the Company;
- (b) Any time—or other—indulgence(s) granted by the Company shall not breach or affect the Company's strict rights under this Agreement;
- (c) No waiver by the Company of the non-performance of any term of this Agreement shall be a waiver of any subsequent breach of or failure to perform the same, or any term of this Agreement.
13. The Subscriber shall continue to pay and be responsible for the payment of the rental notwithstanding any defect or other condition rendering the equipment unusable or unworkable for a period of seven (7) days after the receipt by the Company of the notification in writing referred to in Clause 3 (a) hereof of such defect or condition. Should the Company fail to remedy the said defect or condition within the said period of seven (7) days, the Subscriber shall be entitled to a remission of rental for those days in excess of the said period in which the Equipment remains unusable or unworkable.
14. Notwithstanding anything to the contrary herein contained, the Company shall not be responsible for any consequential loss or damage that may be sustained by the Subscriber arising out of any defect in or failure of the Equipment and Service supplied by the Company for any reason whatsoever or by reason of the Equipment being at any time temporarily out of order or by reason, further, of any act or omission on the part of any employee of the Company or other person in the course of providing the Service. The Subscriber hereby indemnifies the Company against, and agrees to hold the Company harmless, in respect of, any claim for any such loss or damage that may be made against the Company by any third person arising out of the said Equipment and or Service and/or the use of the Equipment whether or not such damage shall be due to negligence on the part of the Company's servants or otherwise howsoever.
15. The Subscriber shall not cede or assign any of his rights under this Agreement or sub-let or allow any other person or persons, Company or Companies, to use the whole or any part of the Equipment without the prior written consent of the Company first being had and obtained. The Company shall, however, have the right to cede, assign or make over its rights and obligations under this Agreement to any person at any time, and without reference to the Subscriber.
16. All payments in terms of this Agreement are payable to the Company free of exchange and/or bank charges at the Company's place of business mentioned in the Preamble hereto or at such other place in the Republic of South Africa as the Company may from time to time elect, such election to be advised by the Company to the Subscriber in writing. All notices to the Company in terms of this Agreement shall be given to it at the Company's place of business mentioned in the Preamble aforesaid or at such other place as the Company may from time to time by written notice to the Subscriber direct.
17. All notices to the Subscriber under this Agreement shall be given to the Subscriber at his address set out in the Preamble hereto, which the Subscriber hereby chooses as his *domicilium citandi et executandi*.
18. The parties do hereby declare and agree that the Court of the Magistrate shall have jurisdiction to decide any issue arising out of this Agreement, regardless of amount and regardless of the area in which the cause of action arose; and they do hereby mutually agree and consent to jurisdiction being exercised by the Magistrate at Johannesburg in regard to any matter or thing arising out of this Agreement or its construction and/or interpretation.
19. The Subscriber shall be liable for payment of all stamp duties required to be paid in respect of this Agreement and one copy thereof.
20. The Company reserves the right to charge for calls or messages in excess of fifty calls per month at a fee to be determined by the Company but not exceeding 50c per call.

Signed at Johannesburg this 12th day of April 19 88

for SUBSCRIBER A Teel Smith
Duly authorised signatory

As Witness M. Aust

Please print name here:

A. J. TEECING-SMITH

Capacity of signatory

SECRETARY GENERAL

Signed at Cape Town this 28th day of April 19 88

for TELECALL (Transvaal) (Pty) Ltd.

As Witness [Signature]

[Signature]
Director / Secretary

The Company can only consider accepting this Agreement if signed:

- (a) In case of a limited Company, by a Director or other official duly authorised to sign;
- (b) In the case of a firm, by a principal;
- (c) In every other case, by the Subscriber personally.

N.B.—All alterations must be initialled by the person making the same.

M.A. A.T.S. 16

SCHEDULE

1. Description and monthly hiring charge of "EQUIPMENT AND SERVICE" (vide Preamble).

- (a) 1 Message or Transmission services at ea = R.110-00 p.m.
per unit
- (b) 1 Radio Paging Receiver Units at ea = R..... p.m.
- (c) / Charger Units at ea = R..... p.m.
- (d) / Rechargeable batteries at ea = R..... p.m.

- 2. (a) Rental, monthly (excluding G.S.T.) payable in advance: R.110-00.....
 or
- (b) Rental, quarterly (excluding G.S.T.) payable in advance: R.....
 or
- (c) Rental, annual (excluding G.S.T.) payable in advance: R.....

3. Deposit (words and figures): R Nil (Nil.....)

4. Bankers Debit Order Number drawn on
 In an initial, monthly, amount of R..... (vide Bankers Debit Agreement)

5. Hiring Period: From the 1st day of May 1988
 to noon on the 30th day of April 1989

12/4/88
 Date

A Ted Smith
 for Subscriber

CONTRACT REGISTER

FOR OFFICE USE ONLY

ACCOUNT NUMBER

T101018151-1

PAYMENT TYPE

B.D.O. S/O OPEN

INITIAL PAGER ALLOCATION

	Class	NUMBER	ISSUE NOTE		Class	NUMBER	ISSUE NOTE
1	X	61211419	2 I 10190	9			I
2			I	10			I
3			I	11			I
4			I	12			I
5			I	13			I
6			I	14			I
7			I	15			I
8			I	16			I

M.A. A.S. 6

End Conscription Campaign

227/9 Khotso House
42 De Villiers Street
Johannesburg
2000
Tel: 337-6796
Telex: 4-86519 S.A.

box 537
Kengray
2100
5 May 1988

Well here I am again

Here are a few things for you

* Proposed structure of evidence that we will present to the parliamentary commission sitting and debating the proposed new fundraising bill. If you have any comments or additions you would like to make please get to me absolutely as soon as possible.

* Example of affidavit: As you should know we are proceeding with an application to prevent the Veterans for Victory from further undermining our beloved organisation. Please see if there is anyone in your region who received a copy of The Rape of Peace or knows anything about its distribution, and get them to sign an affidavit. Use the sent example as an example.

* Two interesting documents about Renamo. Could possibly be used in newsletter or distributed for general interest.

* Draft statement from David Bruce. Will be subject to amendment so not the sort of thing you should give to the press at this stage. But you could quote aspects of the statement in pamphlets, etc.

lots of love
alsatair.



End Conscription Campaign

End Conscription Campaign

227/9 Khotso House
42 De Villiers Street
Johannesburg
2000
Tel: 337-6796
Telex: 4-86519 S.A.

box 537
Kengray
2100
19 May 1988

Hello

Some more stuff for you all I'm afraid, but its jolly interesting, I think. We've just had a constructive national meeting which you will here more about at the NC. We seem well and ECC is thriving in the country, especially it seems in the Cape Province. Phone rounds have been going well to badly so now is the time for some shock statistics:

Cape Town	6	Durban	5
UCT	4	*PE	2
Grahamstown	2	*Pretoria	1
Pietermaritzburg	1	PMB campus	0
Durban campus	0	Stellenbosch	1

The *'s do have some excuses. Jhb and Wits did not enter the phone rounds. Phone rounds are useful and important to help facilitate our national character, let's kick Cape Town off the top slot next time round!

Here are the goodies in this envelope:

- * New edition of the NC agenda. Please discuss relevant sections in your region B4 next NC and bring comments to NC
- * Proposal on Lobbying and conference: discuss in your branch and comments to NC
- * Survey proposal: comments to NC
- * Article from WIP on militarisation by Jackie Cock
- * News from the regions

Hope this letter finds you well and see you soon at our next jolly NC

Plus, Plus

Love

Alastair

- * evidence by ECC to Parliament on new funding bill. Don't make public use of this document until Joint Committee has reported to Parliament ± September
- * membership proposal: for those regions that did not seem to have received one.
- * what is ECC booklet?: likewise



End Conscription Campaign

27 June, 1988.

THE MANAGER OF THE DAWSON'S HOTEL

Dear Ms Monica Bergman,

This is to confirm our telephone conversations in which we agreed to book Ted's Bar area on Monday July 11 between 6pm and 10pm for a fee of R300.


We will be hosting about 200 specially invited guests for the launch of our new booklet.

We also want to confirm, as arranged, that you supply beer, wine and soft drinks up to the cost of R300 for which we will pay. Guests who wish to buy spirits are expected to pay for their own drinks and over the set rate of R300.

Catering for the event will be done by a hired firm and we will install our own sound equipment for the entertainment which will be provided by Steve Newman and his band Thru-lines.

We ask if you could make the venue available for setting up sound equipment and catering from as early as 4pm on the same day.

Thanking you,



Alastair Teeling-Smith,
ECC National Secretary.

P.S. Any further queries can be directed to Mr Chris De Villiers at: 880-1705 (w)
or after hours : 726-6545.

End Conscription Campaign

227/9 Khotso House
42 De Villiers Street
Johannesburg
2000
Tel: 337-6796
Telex: 4-86519 S.A.

THE SECRETARY OF THE CITY CENTRE (JOHANNESBURG)

Dear Sir/Madam,

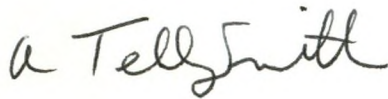
We would like to make use of the Selbourne Hall, central Johannesburg, on Tuesday the 12 July for a public meeting at 8pm.

The meeting is an information evening on the Angolan situation and will be open to the public. We expect a crowd of between 300 to 400 people.

Speakers include: former Progressive Federal Party leader Dr Frederick Van Zyl Slabbert and now leader of the Institute for Democratic Alternatives in South Africa and Ms Gwen Lister, Editor of the Namibian Newspaper.

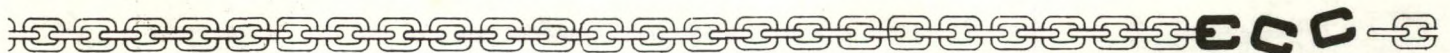
Thanking you for your cooperation,

Yours faithfully,



Alastair Teeling-Smith
ECC National Secretary,

P.S. Any further queries can be handled at 3376796 or page 339-5674 code 62149.



End Conscription Campaign

End Conscription Campaign

227/9 Khotso House
42 De Villiers Street
Johannesburg
2000
Tel: 337-6796
Telex: 4-86519 S.A.

27 June, 1988.

THE SECRETARY OF THE CITY CENTRE (JOHANNESBURG)

Dear Sir/Madam,

We would like to make use of the Selbourne Hall, central Johannesburg, on Tuesday the 12 July for a public meeting at 8pm.

The meeting is an information evening on the Angolan situation and will be open to the public. We expect a crowd of between 300 to 400 people.

Speakers include: former Progressive Federal Party leader Dr Frederick Van Zyl Slabbert and now leader of the Institute for Democratic Alternatives in South Africa and Ms Gwen Lister, Editor of the Namibian Newspaper.

Thanking you for your cooperation,

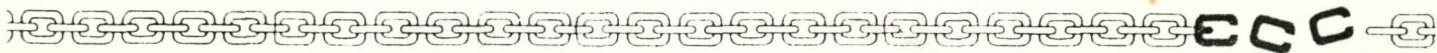
Yours faithfully,

a Teeling-Smith

Alastair Teeling-Smith
ECC National Secretary,

P.S. Any further queries can be handled at 3376796 or page 339-5674 code 62149.

*Treats:
880-2835*



ECC
End Conscription Campaign

End Conscription Campaign

227/9 Khotso House
42 De Villiers Street
Johannesburg
2000
Tel: 337-6796
Telex: 4-86519 S.A.

Tues 28th

Dear Regions

We are planning to do/put in a David
Bruce Advert just before the trial. I have
spoken to most of you, but for those who
I have not, please can you get as many
VIPs, organisations + individuals to endorse the
add as possible. Thanks.

in

a scrawled hast (a hasty scrawl)

Alastair



Collection Number: AG1977

END CONSCRIPTION CAMPAIGN (ECC)

PUBLISHER:

Publisher:- Historical Papers Research Archive

Location:- Johannesburg

©2013

LEGAL NOTICES:

Copyright Notice: All materials on the Historical Papers website are protected by South African copyright law and may not be reproduced, distributed, transmitted, displayed, or otherwise published in any format, without the prior written permission of the copyright owner.

Disclaimer and Terms of Use: Provided that you maintain all copyright and other notices contained therein, you may download material (one machine readable copy and one print copy per page) for your personal and/or educational non-commercial use only.

People using these records relating to the archives of Historical Papers, The Library, University of the Witwatersrand, Johannesburg, are reminded that such records sometimes contain material which is uncorroborated, inaccurate, distorted or untrue. While these digital records are true facsimiles of paper documents and the information contained herein is obtained from sources believed to be accurate and reliable, Historical Papers, University of the Witwatersrand has not independently verified their content. Consequently, the University is not responsible for any errors or omissions and excludes any and all liability for any errors in or omissions from the information on the website or any related information on third party websites accessible from this website.

This document is part of a collection held at the Historical Papers Research Archive at The University of the Witwatersrand, Johannesburg, South Africa.