

Reference	ACS 2.20
Version	2.1
Issue Date	30/3/2018
Approved	TW

## Standard Terms and Conditions

1. The various charge rates referred to in this agreement will be effective for a period of 12 months. A minimum notice of four weeks (28 days) will be given to the "Client" of any proposed changes to these rates. Both parties consent that any agreed alteration will be noted and a revised Service Agreement provided. Both parties further agree that on the signing of the agreement it will be subject to the terms and conditions contained therein.

1.1 The "Client" recognises that it is illegal for the Company to discriminate against the "Client", the "Clients Workforce" or the "Company's work force" because of Race, Colour, Religion, National Origin, Age, Sex or Sexual Preferences.

2. The "Client" hereby agrees that in the event of the "Company" commencing work for the "Client" prior to signing of the Service Agreement by the "Client" that all work carried out by the Company shall be carried out subject to the terms and conditions contained herein, a copy of the terms and conditions have been supplied to the "Client" prior to commencement of security services.

3. Any variations of the terms and conditions of this Agreement shall not be binding upon the company unless and until such variation shall have been confirmed in writing under the hands of the Director the "Company" and a Director or the Secretary of the "Client" if he is a Limited company or in the case of an individual partnership or incorporated association a duly authorised individual.

4. The "Client" warrants that he is beneficial, owner, the occupier or appointed agents of any premises referred to in this agreement and agrees that the companies' employees, servants or agents (herein after called "The Company work force") shall be treated as visitors to the premises in this regard.

4.1 The "Client" acknowledges its statutory and common law duties and (without prejudice to the generality of the sub clause) its duties under the Health & Safety at Work etc. Act 1974 and in particular but without prejudice to the generality of the provisions of the said Act its duties under section 4 of the said Act.

4.2 The "Client" agrees it will provide and maintain for the benefit of the "Company work force" at least such basic amenities as are provided at the commencement of the agreement and no change or modification of the amenities detrimental to the "Company work force" may be made during this agreement.

5. The "Company" shall use due care in selecting their "Company work force" having regard to the work being carried out by them and shall operate the services provided by the "Company" with due and proper regard to the safety and security of the premises.

5.1 The Company workforce may comprise of directly employed staff and subcontractors. All staff will be SIA licensed and verified in accordance with the requirements of the SIA Approved Contractor Scheme. The Client can request that subcontractors are not used at any time during the duration of the contract.

5.2 The "Client" undertakes that it will not, during the period of the contract or within one year after the termination either:

- Knowingly offer employment in relation to the provision of a similar service provided by the "Company" to any person who has worked for the Company as a security personnel at the "Client" premises.
- Knowingly employ any firm or company management or controlled by such person and offering a similar service to that provided by the "Company" hereunder.
- Should the "Client" directly employ any security staff provided by the Company within 1 year of the date of this quotation. The Company shall be entitled to charge a one off fee of 15% of the annual starting salary per person.

5.3 The "Company" will despatch replacement Work Force if and when the following incidents occur:

- The "client" requests a replacement
- The regular Work Force is late
- The regular Work Force is taken ill
- The regular Work Force is on holiday.

5.4 The "Company" is insured for £10,000,000 (ten million pounds) employers' liability and for the sum of £5,000,000 (five million pounds) public liability.

5.5 The Company is insured for a maximum of £5,000,000 (five million pounds) if as a results of one of the Company's workforce wrongfully arresting.

5.6 The Company shall ensure that it retains confidentiality of Client information during and after the contract period.

6. Proper records shall be maintained by the Company concerning the provision of security services, together with information relating to any person employed on the contract.

7. Under no circumstances shall the "Company" be responsible for any injurious act or default by any member of the "Company's work force" unless such act or default could have been foreseen and avoided by the exercise of due diligence on the part of the "Company" as his employer or Principal not in any event shall the "Company" be responsible.

a) Any loss suffered by the "client" through theft, malicious damage, flooding, fire, animals, riot, assault or any other cause except insofar as such loss is attributable to the negligence of any member of the "Company work force" acting in the course of their duty.

b) Any loss or damage suffered by the "Client" by virtue of breach of contract or negligence or any other reason unless written notice is received by the "Company" at the address shown overleaf within 7 days of the time when the default by the "Company" or any member of its Work Force should reasonably have come to the attention of the "Client".

c) If at the express wishes of the "Client" the "Company" undertake to perform duties extraneous to this Agreement then the "Company" shall not be liable for any loss or damage arising from the performance of these extraneous duties, irrespective of the fact that such loss or damage may be due to the negligence of the "Company", its servants or agents, unless the "Company" has agreed in writing to carry out such extraneous duties, signed under the hand of a Director of the "Company".

8. The "Company" shall not be liable for loss or damage of whatsoever nature suffered by the "Client" for failure to carry out the services contracted by reason of:

a) Any event beyond the "Company's" control preventing or hindering the "Company's" servants or agent travelling to the "Clients" premises inclusive of, but not exhaustively comprising mechanical breakdown, impedance by any road traffic congestion and adverse weather conditions.

b) War, act or hostile forces, civil disturbances or extensive disruption of public services; in the event of such occurrence the Services may be suspended until circumstances permit their reinstatement.

c) The presence of hazards due to defective structure of means of access, presence of noxious toxic combustible, explosive or radioactive substances or any other state of the "Clients" premises rendering them dangerous in the "Company's" opinion to any servant, Agent or Animal, owned used, or employed by the "Company".

d) Any loss or damage suffered by the "Client" in circumstances where the "Client" is in breach of any of the insured amounts specified.

e) Any loss or damage suffered by the "Client" during the time between the completion of the "Company's" duties and the time in which the "Company's" duties commence at the beginning of the following watch. The "Company" will not be liable for the time between the completion of the "Company's" duties and the time the "Clients Work Force" arrive on site.

9. The "Client" agrees to indemnify the "Company" for any loss. Damage, claim or expense in excess of any of the insured amounts specified.

10. This contract may be terminated by either party without notice if the other party shall commit any breach of its obligation hereunder or (being an individual) shall commit any acts 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 over any of his or its property or income or make any deed or arrangement with or composition for the benefit of any of his or its creditors.

11. For other reasons than those outlined in clause 10 the Client may terminate or alter the services outlined in the Service Agreement up to 30 days prior to the event start date with no cancellation penalty. The agreement may only be terminated with less notice where reasonably practical and only when both parties are in agreement. All deposits paid by the Client for upcoming work will be refunded in full upon receipt of the cancellation notification. No fees will be refunded that relate to prevent work already carried out including expenses, these fees will be known and identified separately in the service agreement.

12. If any act or default of any member of the "Company work force" which may give rise to a liability in such person to the "Client" for negligence then it is hereby expressly agreed that such person should be entitled to the protection of all the terms and conditions thereof and any claim by the "Client" against such person except in the case of loss or damage suffered by the "client" in respect of deliberately wrongful acts on the part of the person in which case nothing herein shall limit the "Clients" right against this person.

13. No warranty representation undertaking or commitment shall be deemed to have been given or entered into by or on behalf of the "Company" for the purposes of any agreement between the "Company" and the "Client" unless made or entered into in writing on the "Company's" headed paper under the hand of the Director of the "Company" a copy of which will be forwarded to the "Client" for signature. Both parties agree that provided that a duly authorised employee or agent of the "Client" alter their security cover outlined in this agreement such alteration shall be subject to all terms and conditions contained therein.

14. The "Company" will not accept any liability for the misuse of telephones during the term of the contract unless the "Client" can provide documentary evidence that the "Company's" employee(s) were responsible for the said misuse.

15. It is agreed by both parties that temporary additional cover required at Bank Holidays or other special occasions can be conveyed by telephone, letter or facsimile to our Office and will be subject to all terms and conditions herein.

16. It is agreed that permanent alterations to cover outlined in this agreement can be contained in exchange of letter and will be subject to all terms and conditions contained herein.