

**DATED <<insert date>>**

**(1) <<Insert name of Service Provider>>**

**(2) <<Insert name of Client>>**

**DOOR SUPERVISION SERVICE AGREEMENT**

**THIS AGREEMENT** is made the <<insert day>> day of <<insert month>> <<insert year>>

**BETWEEN:**

- (1) <<Name of Service Provider>> [a company registered in <<Country of Registration>> under number <<Company Registration Number>> whose registered office is at] **OR** [of] <<Address>> (“the Service Provider”) and
- (2) <<Name of Client>> [a company registered in <<Country of Registration>> under number <<Company Registration Number>> whose registered office is at] **OR** [of] <<Address>> (“the Client”)

**WHEREAS:**

- (1) The Service Provider is engaged in the business of providing security services, has reasonable skill, knowledge and experience in that field, and is willing to provide door supervision services to the Client.
- (2) In reliance upon that skill, knowledge, and experience the Client wishes to engage the Service Provider to provide door supervision services and the Service Provider has agreed to accept the engagement subject to the terms and conditions of this Agreement.

**IT IS AGREED** as follows:

**1. Definitions and Interpretation**

1.1 In this Agreement, unless the context otherwise requires, the following expressions have the following meanings:

- |                                   |   |
|-----------------------------------|---|
| <b>“Business Day”</b>             | means, any day (other than Saturday or Sunday) on which ordinary banks are open for their full range of normal business in <<insert location>>;   |
| <b>“Commencement Date”</b>        | means the date on which this Agreement comes into force pursuant to Clause 8 below;   |
| <b>“Confidential Information”</b> | means, in relation to either Party, information which is disclosed to that Party by the other Party pursuant to or in connection with this Agreement (whether orally or in writing or any other medium, and whether or not the information is expressly stated to be confidential or marked as such); |
| <b>“Door Supervisor”</b>          | means a qualified, trained, SIA licenced door supervisor supplied by the Service Provider who shall be either an employee or a sub-contractor of the Service Provider;  |
| <b>“Premises”</b>                 | means the Client’s Premises at <<insert address>> [or such other Premises as may be notified from time to time by the Client to the Service Provider];  |

# S A M P L E

- “Services”** means the Services to be provided by the Service Provider as set out in Clause 2 and the Schedules;
- “SIA”** means the Security Industry Authority, the regulatory body for the Security Industry in the United Kingdom;
- “Term”** means the Term of this Agreement as set out in Clause 8.

- 1.2 Unless the context otherwise requires, the following definitions apply in this Agreement to:
- 1.2.1 “writing”, and any other form of communication effected by any means, includes a reference to any communication by facsimile transmission or other electronic means;
  - 1.2.2 a statute or a provision of a statute or a provision as amended or otherwise in force at the relevant time;
  - 1.2.3 “this Agreement” is this Agreement and each of the Schedules as amended or otherwise in force at the relevant time;
  - 1.2.4 a Schedule is a schedule to this Agreement and
  - 1.2.5 a Clause or paragraph of this Agreement (other than the Schedules) is a Clause or paragraph of the relevant Schedule.
  - 1.2.6 a “Party” or the “Parties” means the Parties to this Agreement.
- 1.3 The headings used in this Agreement shall have no effect upon the interpretation of this Agreement.
- 1.4 Words imparting the singular shall include the plural and vice versa.
- 1.5 References to any gender shall include the other gender.

## 2. The Door Supervision Services

- 2.1 The Service Provider shall, in accordance with the terms and conditions of this Agreement, provide the Services to the Client. The Client shall promptly obtain, maintain and make available the Premises, assets, premises and other facilities required for the provision of the Services.
- 2.2 The Service Provider shall provide the Services as described in the Service Level Schedule at the Premises.
- 2.3 The Service Provider shall provide the Services [including the provision of uniforms bearing the Client’s logo or branding where applicable].
- 2.4 The Service Provider shall provide the Services [including the provision of uniforms bearing the Client’s logo or branding where applicable].
- 2.5 The Services shall be provided in accordance with any and all agreed house rules as provided by the Client.

# S A M P L E

- 2.6 Prior to the commencement of the Services, the Service Provider shall gather information including:
- 2.6.1 The layout of the Premises;
  - 2.6.2 The location of any access points (including fire exits);
  - 2.6.3 The venue capacity of the Premises;
  - 2.6.4 The licensing hours of the Premises;
  - 2.6.5 <<insert additional information>>
- 2.7 [In the event that the Service Provider commits any breach which constitutes a breach of any of the terms and conditions of this Agreement, the Client shall have the right to terminate the Services, the Service Provider shall remedy such breach within <<insert period>> Business Days of the Client, without incurring any penalty of any nature whatsoever.]

### 3. Sub-Contracting

- 3.1 When providing Door Supervision Services, the Service Provider shall be free to use sub-contractors provided that they are suitably qualified, trained and SIA licenced.
- 3.2 Any sub-contractor Door Supervisor acting on behalf of the Service Provider shall, for the purposes of this Agreement, be acting on behalf, and undertake any actions or breaches under the Agreement as if they were the Service Provider. Any such sub-contractor or breach undertaken or committed by the Service Provider shall be deemed, where relevant, to be committed by the Service Provider.
- 3.3 Any and all insurance policies covering the Service Provider shall cover all sub-contractors.

### 4. Client's Obligations

- 4.1 The Client shall allow the Service Provider and other authorised personnel of the Service Provider to access the Premises for the purposes of the Services at all reasonable times to conduct the Services.
- 4.2 The Client shall provide the Service Provider with such information in connection with the Services as the Service Provider may from time to time reasonably require for the Door Supervisor(s) to provide the Services and the performance of the Services.
- 4.3 The Client shall provide the Service Provider with any information reasonably required prior to the commencement of the Services.
- 4.4 The Client shall, prior to the commencement of the Services, provide the Service Provider with full details of any rules to which the Service Provider and/or the Door Supervisor(s) are subject during the provision of the Services. Such rules may include (but are not limited to), dress codes.
- 4.5 The Client and the Service Provider shall cooperate in all reasonable endeavours to ensure the Services are provided in accordance with the Agreement.

# S A M P L E

to keep each other informed of the progress of the rendering of the Services. The Service Provider shall promptly comply with any such special requirements. These steps shall be taken at the cost payable pursuant to Clause 6. Any increase in the actual cost to the Service Provider shall be borne by the Client pursuant to Clause 6 shall be

4.6 In the event that the Client or the Service Provider, shall omit to perform any of its obligations under this Agreement, then the other Party shall, as possible and the Service Provider shall be liable for any delay in the provision of the

agreements applicable to the Services. The Client shall be responsible for any necessary and appropriate the Client shall comply with any such special requirements. Any increase in the fees payable shall be borne by the Client. In the event of a reduction in the actual cost to the Service Provider then the fees payable shall be reduced accordingly.

4.6 In the event that the Client or the Service Provider, shall omit to perform any of its obligations under this Agreement, then the other Party shall, as possible and the Service Provider shall be liable for any delay in the provision of the

## 5. Insurance and Liability

5.1 The Service Provider shall maintain, throughout the duration of this Agreement, the following insurances:

5.1.1 Public liability insurance with a sum limit of indemnity of £<<insert sum>> in any one occurrence.

5.1.2 [Employers liability insurance with a sum limit of indemnity of £<<insert sum>> in any one occurrence.]

5.2 The Service Provider shall, throughout the duration of this Agreement, promptly deliver to the Client copies of the policies of the insurances referred to in sub-clause 5.1 together with evidence that all premiums are paid up to date.

5.3 Any act or omission of an employee, sub-contractor, representative or agent of the Service Provider, engaged in the performance of this Agreement shall be deemed to be the act or omission of the Service Provider.

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5.1.1 Public liability insurance with a sum limit of indemnity of £<<insert sum>> in any one occurrence.

5.1.2 [Employers liability insurance with a sum limit of indemnity of £<<insert sum>> in any one occurrence.]

5.2 The Service Provider shall, throughout the duration of this Agreement, promptly deliver to the Client copies of the policies of the insurances referred to in sub-clause 5.1 together with evidence that all premiums are paid up to date.

5.3 Any act or omission of an employee, sub-contractor, representative or agent of the Service Provider, engaged in the performance of this Agreement shall be deemed to be the act or omission of the Service Provider.

## 6. Payments and Records

6.1 The Client shall pay the Service Provider the amounts due in accordance with the Service Level Schedule in accordance with the terms of this Agreement.

6.2 All sums payable by either Party to the other Party under this Agreement shall be exclusive of any value added or other tax (including VAT) for which that Party shall be responsible.

6.3 All payments required to be made by either Party to the other Party under this Agreement shall be made within <<insert number of days>> of the date of the relevant invoice in the currency of the relevant invoice in such bank in <<insert name of bank>> as the other Party shall nominate, without any set-off, withholding or deduction (other than any of tax as that Party is required to deduct or withhold).

6.4 If either Party is required by law to make a deduction or withholding in relation to any payment made pursuant to this Agreement, it shall do all that is reasonably practicable to enable or assist the Party to claim exemption from such deduction or withholding.

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6.2 All sums payable by either Party to the other Party under this Agreement shall be exclusive of any value added or other tax (including VAT) for which that Party shall be responsible.

6.3 All payments required to be made by either Party to the other Party under this Agreement shall be made within <<insert number of days>> of the date of the relevant invoice in the currency of the relevant invoice in such bank in <<insert name of bank>> as the other Party shall nominate, without any set-off, withholding or deduction (other than any of tax as that Party is required to deduct or withhold).

6.4 If either Party is required by law to make a deduction or withholding in relation to any payment made pursuant to this Agreement, it shall do all that is reasonably practicable to enable or assist the Party to claim exemption from such deduction or withholding.

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from or (if that is not possible) from any applicable double taxation relief and shall from time to time be evidenced as to the deduction deducted or withheld.

action or withholding under from time to time in force, the payment is due proper and payment over the tax

6.5 Where any payment pursuant to this Agreement is required to be made on a day on which is not a Business Day, the payment shall be made on the next following Business Day.

required to be made on a day on which is not a Business Day, the payment shall be made on the next following Business Day.

6.6 Each Party shall:

6.6.1 keep, or ensure that its agents, employees, contractors, sub-contractors or advisers, as are necessary to perform its obligations pursuant to this Agreement, do so;

records and books of account and shall from time to time be evidenced as to the deduction deducted or withheld; any sums payable by it shall be calculated;

6.6.2 [at the reasonable request of the other Party or its agent to inspect its books of account and, to the extent that they relate to the sums payable by it, of them; and]

and shall from time to time be evidenced as to the deduction deducted or withheld; any sums payable by it shall be calculated; [at the reasonable request of the other Party or its agent to inspect its books of account and, to the extent that they relate to the sums payable by it, of them; and]

6.6.3 [within <<insert time period>> of each year, obtain at its own expense and subject to the accuracy of the statement pursuant to this Agreement during that year.]

of each year, obtain at its own expense and subject to the accuracy of the statement pursuant to this Agreement during that year.]

6.7 If either Party fails to pay or discharge any amount due to the other pursuant to this Agreement, that amount shall bear interest at the rate of <<insert percentage>>% per annum both before and after any judgment is given in respect of it over <<insert bank name>>

amount which is payable to the other pursuant to this Agreement, that amount shall bear interest at the rate of <<insert percentage>>% per annum both before and after any judgment is given in respect of it over <<insert bank name>>

7. Confidentiality

7.1 Each Party undertakes that it shall not disclose any Confidential Information to any other party, by sub-Clause 7.2 or as otherwise authorised in writing by the other Party, at all times during the continuance of this Agreement and for a period of <<insert period>> years] after its termination:

by sub-Clause 7.2 or as otherwise authorised in writing by the other Party, at all times during the continuance of this Agreement and for a period of <<insert period>> years] after its termination:

7.1.1 keep confidential all Confidential Information;

7.1.2 not disclose any Confidential Information to any other party;

any other party;

7.1.3 not use any Confidential Information for any purpose other than as contemplated by and for the performance of its obligations under this Agreement (including, but not limited to, the performance of its obligations under this Agreement);

any purpose other than as contemplated by and for the performance of its obligations under this Agreement (including, but not limited to, the performance of its obligations under this Agreement);

7.1.4 not make any copies of or use any Confidential Information for or part with possession of any Confidential Information;

for or part with possession of any Confidential Information;

7.1.5 ensure that none of its employees, agents, sub-contractors or advisers, would be a breach of the provisions of sub-Clauses 7.1.1 to 7.1.4 above.

employees, agents, sub-contractors or advisers, would be a breach of the provisions of sub-Clauses 7.1.1 to 7.1.4 above.

7.2 Either Party may:

7.2.1 disclose any Confidential Information to:

7.2.1.1 any sub-contractor;

Party;

7.2.1.2 any governmental body;

regulatory body; or



7.2.1.3 any employee or contractor of the Party or of any of the bodies mentioned above;

to such extent only as is necessary for the purposes contemplated by this Agreement (including the provision of the Services), or as required in connection with the case subject to that Party's obligations in question that the Party discloses Confidential Information and (except where the disclosure is to any person mentioned in sub-Clause 7.2.1.2 above or any employee or contractor of such body) obtaining and disclosing Confidential Information to any person taking from the person in question, as nearly as possible, the same steps as of this Clause 7, to keep the Confidential Information confidential and to use it only for the purposes for which the Confidential Information was disclosed.

7.2.2 The Party shall not use any Confidential Information for any purpose, or disclose it to any other person, to the public, or at any time after the date of this Agreement, whether or not such Confidential Information has become public knowledge through no fault of that Party, except in so far as the Party is obliged to do so that Party does not disclose any part of Confidential Information which is not public knowledge.

7.3 The provisions of this Clause shall apply to the Parties in accordance with their respective obligations under the terms, notwithstanding the terms of any other agreement.

**8. Term and Termination**

8.1 This Agreement shall commence on the Commencement Date and shall continue for a Term of <<insert period>> from that date, subject to the provisions of this Clause 8.

8.2 Either Party shall have the right to extend the term of the Agreement by giving not less than <<insert notice period>> written notice to the other Party prior to the expiry of the term specified in sub-Clause 8.1 or any other term for which this Agreement has been extended (such notice period provision) to extend this Agreement for a further period of <<insert period>>.

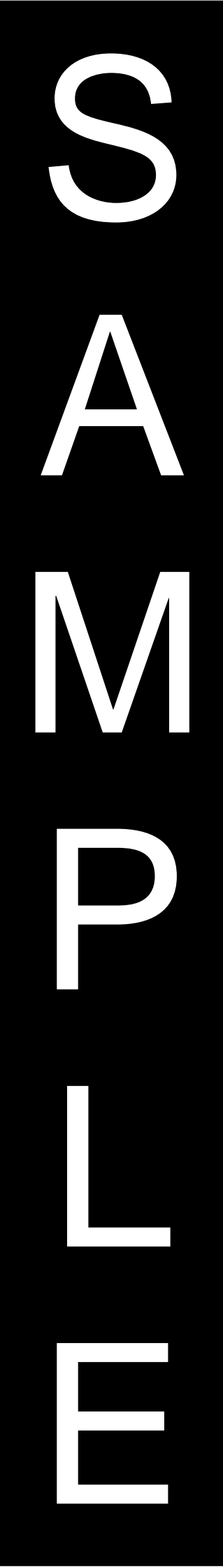
8.3 Either Party may terminate the Agreement by giving written notice to the other not less than <<insert notice period>> written notice to the other Party on or at any time after <<insert minimum term of agreement>>.

8.4 Either Party may immediately terminate the Agreement by giving written notice to the other Party if:

8.4.1 any sum owing to the Party under any of the provisions of this Agreement is not paid to the Party within <<insert period>> Business Days of the date when it becomes due;

8.4.2 the other Party commits a breach of any of the provisions of this Agreement and, after being given written notice of remedy, fails to remedy the breach within <<insert period>> after being given written notice giving full particulars of the breach and requiring it to be remedied;

8.4.3 an encumbrancer takes possession of the property or assets of the Party or, where the other Party is a company, a receiver is appointed in respect of that other Party;



8.4.4 the other Party make being a company, b the meaning of the In

8.4.5 the other Party, bei made against it or, b the purposes of bona a manner that the co bound by or assume this Agreement);

8.4.6 anything analogous jurisdiction occurs in

8.4.7 that other Party ceas

8.4.8 control of that other persons not having Agreement. For t "connected persons Sections 1124 and 1

8.5 For the purposes of sub-Cl remedy if the Party in breac respects.

8.6 The rights to terminate th prejudice any other right o concerned (if any) or any oth

**9. Effects of Termination**

Upon the termination of this Agree

9.1 any sum owing by either Pa Agreement shall become im

9.2 Clauses 1, 7, 12 and 13 sha

9.3 any rights or obligations to v entitled or be subject before

9.4 termination shall not affect o which the terminating Party termination or any other rig may have in respect of an before the date of terminatio

9.5 subject as provided in this rights neither Party shall be

9.6 each Party shall (except to cease to use, either direct shall immediately return to t control which contain or rec

**10. Force Majeure**

Neither Party to this Agreement sh

ment with its creditors or, administration order (within

has a bankruptcy order into liquidation (except for e-construction and in such m effectively agrees to be on that other Party under

g under the law of any y;

, to carry on business; or

any person or connected Party on the date of this Clause 8, "control" and ings ascribed thereto by Corporation Tax Act 2010.

be considered capable of provision in question in all

this Clause 8 shall not in respect of the breach

y of the provisions of this ble;

to this Agreement may be ain in full force and effect;

damages or other remedy the event giving rise to the remedy which any Party ment which existed at or

n respect of any accrued on to the other; and

in Clause 7) immediately fidential Information, and ments in its possession or mation.

re or delay in performing



their obligations where such failure is beyond the reasonable control of that Party. Such failure, Internet Service Provider, storms, earthquakes, acts of terrorism or any other event that is beyond the control of that Party.

by cause that is beyond the control of that Party. Such failure, Internet Service Provider, storms, earthquakes, acts of terrorism or any other event that is beyond the control of that Party.

## 11. Nature of the Agreement

11.1 Each Party shall be entitled to enforce its obligations and to exercise any rights under this Agreement through any other member of its group, and any such member shall, for all the purposes of this Agreement, be deemed to be the act or omission of the Party in question.

obligations undertaken by it under this Agreement through any other member of its group, and any such member shall, for all the purposes of this Agreement, be deemed to be the act or omission of the Party in question.

11.2 Subject to sub-Clause 11.1, this Agreement is personal to the Parties and neither Party may assign, charge (otherwise than by way of a floating charge) [or sub-license] or otherwise delegate any of its obligations hereunder, except with the written consent of the other Party, such consent not to be unreasonably withheld.

Subject to sub-Clause 11.1, this Agreement is personal to the Parties and neither Party may assign, charge (otherwise than by way of a floating charge) [or sub-license] or otherwise delegate any of its obligations hereunder, except with the written consent of the other Party, such consent not to be unreasonably withheld.

11.3 This Agreement contains the entire agreement between the Parties with respect to its subject matter and shall be binding on the Parties and shall not be subject to any oral agreement or understanding, in writing signed by the duly authorized representatives of the Parties.

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11.4 Each Party acknowledges that it enters into this Agreement on any representation, warranty or condition, whether provided in this Agreement or otherwise, and shall not be implied by statute or common law.

Each Party acknowledges that it enters into this Agreement, it does not rely on any representation, warranty or condition, whether provided in this Agreement or otherwise, and shall not be implied by statute or common law.

11.5 No failure or delay by either Party in performing its obligations under this Agreement shall be deemed to be a waiver of any subsequent breach of any other provision of this Agreement.

No failure or delay by either Party in performing its obligations under this Agreement shall be deemed to be a waiver of any subsequent breach of any other provision of this Agreement.

11.6 At any time after the date hereof, either Party may, at the request and cost of another Party, execute or procure the doing of any act which may reasonably require for the full benefit of all the provisions of this Agreement.

At any time after the date hereof, either Party may, at the request and cost of another Party, execute or procure the doing of any act which may reasonably require for the full benefit of all the provisions of this Agreement.

## 12. Costs

Subject to any provisions to the contrary, each Party shall pay its own costs of and incidental to the performance, execution and carrying into effect of this Agreement.

Subject to any provisions to the contrary, each Party shall pay its own costs of and incidental to the performance, execution and carrying into effect of this Agreement.

## 13. Notices

13.1 All notices under this Agreement shall be deemed duly given if signed by, or on behalf of, the Party giving the notice.

All notices under this Agreement shall be deemed duly given if signed by, or on behalf of, the Party giving the notice.

13.2 Notices shall be deemed to have been given to the Party so requiring the

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13.2.1 when delivered, if delivered by registered mail) during

13.2.2 when sent, if transmitted by a successful transmission report or return receipt

13.2.3 on the fifth business day, if mailed by national ordinary mail, postage

13.2.4 on the tenth business day, if mailed by airmail, postage prepaid.

in each case addressed to the recipient's address, e-mail address, or facsimile number notified to

other messenger (including registered mail) during

a successful transmission

g, if mailed by national

g, if mailed by airmail,

ress, e-mail address, or

**14. Time**

The Service Provider shall use all reasonable efforts to complete provision of the Services within estimated timeframes that shall be of the essence in the performance of any Services.

to complete provision of the Services that shall be of the essence in the

**15. Relationship of the Parties**

15.1 Nothing in this Agreement shall constitute a partnership between the Parties, nor shall it constitute, or be deemed to constitute, a partnership for any purpose.

deemed to constitute, a partnership, unless expressly provided, shall it constitute a partnership for any other Party for any

15.2 Subject to any express provisions to the contrary in this Agreement, the Service Provider shall have no authority to enter into any contract, make any representation, liability, assume any obligation, or bind the Client on behalf of the Client or bind the

y in this Agreement, the Service Provider shall not do any act, make any representation, incur any liability, or assume any implied, of any kind on

**16. Set Off**

The Client may not withhold payment of any amount due to the Service Provider or set off any other amount due to the Service Provider against any counterclaim which the Client may have or for any reason whatsoever.

ction from, any invoice or other amount due to the Service Provider of any right of set-off or counterclaim which the Client may have or for any reason

**17. Severance**

The Parties agree that, in the event any provision of this Agreement is found to be unlawful or unenforceable, that / those provisions shall be deemed severed and the remainder of this Agreement shall be enforceable.

of the provisions of this Agreement is found to be unlawful or unenforceable, that / those provisions of this Agreement. The

**18. Law and Jurisdiction**

18.1 This Agreement (including any amendments and obligations arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the laws of

ers and obligations arising therefrom or associated therewith shall be governed by, and construed in

18.2 Any dispute, controversy, or claim arising out of or in connection with this Agreement (including its interpretation, performance, or breach) shall be referred to and determined by the courts of England and Wales.

between the Parties relating to this Agreement, its interpretation, performance, or breach, shall be referred to and determined by the courts of England and Wales.

**IN WITNESS WHEREOF** this Agreement has been made and signed by the Parties on the day and year first before written

of the year first before written

SIGNED by

<<Name and Title of person signing for Service Provider's Name>>  
for and on behalf of <<Service Provider's Name>>

In the presence of  
<<Name & Address of Witness>>

SIGNED by

<<Name and Title of person signing for Client's Name>>  
for and on behalf of <<Client's Name>>

In the presence of  
<<Name & Address of Witness>>



Service

| Description | Date | Payment Terms |
|-------------|------|---------------|
|             |      |               |

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