

DATED <<insert date>>

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

(2) <<Insert name of Client>>

MANNED GUARDING SECURITY 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 manned guarding services to the Client.
- (2) In reliance upon that skill, knowledge, and experience the Client wishes to engage the Service Provider to provide manned guarding 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:

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|-----------------------------------|---|
| “Business Day” | means, any day (other than Saturday or Sunday) on which ordinary banks are open for their full range of normal business in <<insert location>>; |
| “Commencement Date” | means the date on which this Agreement comes into force pursuant to Clause 8 below; |
| “Confidential Information” | 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); |
| “Premises” | 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]; |
| “Security Guard” | means a qualified, trained, SIA licenced security guard supplied by the Service Provider who shall be either an employee or a sub-contractor of the Service Provider; |

- “**Services**” means the guarding services to be provided to the Client as set out in Clause 1.1 and the Service Level Schedule;
- “**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 effecting a similar means;
 - 1.2.2 a statute or a provision of a statute or a provision as amended from time to time;
 - 1.2.3 “this Agreement” is this Agreement and each of the Schedules as amended from time to time;
 - 1.2.4 a Schedule is a schedule to this Agreement;
 - 1.2.5 a Clause or paragraph is a Clause or paragraph of this Agreement (other than the Schedules);
 - 1.2.6 a “Party” or the “Parties” are 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 Manned Guarding Services

- 2.1 The Service Provider shall, in accordance with the terms of this Agreement, provide the Services to the Client. The Client shall promptly obtain, maintain and make available the Premises, equipment, 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 using the equipment required for the provision of the Services (and any other equipment which is not to be provided by the Client, as set out in the Service Level Schedule):
 - 2.3.1 <<insert description of equipment>>
 - 2.3.2 <<insert description of equipment>>
 - 2.3.3 <<insert description of equipment>>
 - 2.3.4 <<add further equipment>>
- 2.4 The Service Provider shall provide the Services using a minimum of <<insert required / agreed number>> suitably qualified, trained and experienced Security Guard(s) to carry out the Services. For the purposes of this Agreement, any actions or breaches undertaken or committed by the Security Guard(s) shall be deemed to

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be an action or breach under the Agreement. References to “the Service Provider” shall include references to the Service Provider.

by the Service Provider. References to “the Service Provider” shall include references to the Service Provider, where relevant, to the Service Provider.

2.5 Prior to the commencement of the Services, the Service Provider shall conduct a site survey to gather information including:

an authorised representative of the Client of the Premises and shall

2.5.1 The layout of the Premises;

2.5.2 The location of any and all fire exits;

(including fire exits);

2.5.3 Details of any and all equipment currently in place;

and equipment currently in

2.5.4 Details of any and all other relevant features;

features;

2.5.5 <<insert additional information>>

2.6 During the provision of the Services, the Security Guard(s) must adhere to the Client's [internal rules] as follows:

the Service Provider (as relevant) and the Client's [company policies] OR

2.6.1 <<insert name of policy>>

2.6.2 <<insert name of policy>>

2.6.3 <<add further policies>>

2.7 [In the event that the Service Provider commits any breach which affects the provision of 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.]

breach of any of the terms of this Agreement, or any of the Services or which affects the provision of 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 Security Guarding Services, the Service Provider shall be free to use sub-contractors provided that they are suitably qualified, trained and SIA licenced.

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 Security Guarding Services for the purposes of this Agreement shall be acting on behalf (and undertake any actions or breaches under the Agreement) of the Service Provider. Any actions or breaches under the Agreement committed by the Service Provider or any such sub-contractor shall be deemed, where relevant, to be committed by the Service Provider.

the Service Provider shall, in accordance with sub-Clause 2.4, be acting on behalf (and undertake any actions or breaches under the Agreement) of the Service Provider. Any actions or breaches under the Agreement committed by the Service Provider or any such sub-contractor shall be deemed, where relevant, to be committed by the Service Provider.

3.3 Any and all insurance policies covering the Service Provider and its sub-contractors appointed under the Agreement shall cover all sub-contractors appointed under the Agreement.

Clause 5 shall cover all sub-contractors appointed under the Agreement.

4. Client's Obligations

4.1 The Client shall allow the Security Guard(s) and other authorised personnel of the Service Provider to access the Premises for the purposes of the Services.

Security Guard(s) and other authorised personnel of the Service Provider to access the Premises at all reasonable times to the extent necessary for the provision of the Services.

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- 4.2 The Client shall provide the Security Guard(s) with such information in connection with the performance of the Services as the Service Provider and the Security Guard(s) may from time to time reasonably require.
- 4.3 The Client shall provide the Security Guard(s) with any information reasonably required prior to the commencement of the Services.
- 4.4 The Client shall provide the Security Guard(s) with the equipment required for the provision of the Services:
- 4.4.1 <<insert description of equipment>>
 - 4.4.2 <<insert description of equipment>>
 - 4.4.3 <<insert description of equipment>>
 - 4.4.4 <<add further equipment>>
- 4.5 The Client shall, prior to the commencement of the Services, provide the Security Guard(s) with the relevant policies, procedures and/or internal rules and/or the Security Guard(s) must adhere during the provision of the Services as specified under sub-Clause 2.6.
- 4.6 The Client and the Service Provider shall make all reasonable endeavours to keep each other informed of any changes to the arrangements applicable to the rendering of the Services. The Service Provider shall promptly advise the Client of any such special requirements. These steps shall not constitute a reduction in the actual cost to the Service Provider of the Services. The fees payable pursuant to Clause 6 shall be increased to cover any such special requirements.
- 4.7 In the event that the Client or the Service Provider, shall omit to comply with any of its obligations under this Agreement, then the other party shall notify the Client as soon as possible and the Service Provider shall be liable in respect of any delay in the provision of the Services.

5. Insurance and Liability

- 5.1 The Service Provider shall maintain, for the entire duration of this Agreement, the following insurances:
- 5.1.1 Public liability insurance with a maximum sum of indemnity of £<<insert sum>> in any one occurrence.
 - 5.1.2 [Employers liability insurance] with a maximum limit of indemnity of £<<insert sum>> in any one occurrence.
- 5.2 The Service Provider shall, at the request of the Client, promptly deliver to the Client copies of the policies of insurance 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 the Service Provider, its employee, sub-contractor, representative or agent of the Service Provider, involved in the performance of the Services under this Agreement as an act or omission of the Service Provider shall be deemed to be an act or omission of the Service Provider.

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6. Payments and Records

- 6.1 The Client shall pay the Service Provider in accordance with the provisions of the Service Level Schedule and as provided by the Service Provider in accordance with the terms of the Agreement.
- 6.2 All sums payable by either Party pursuant to this Agreement are exclusive of any value added or other tax (including but not limited to VAT or other taxes on profit, for which that Party shall be responsible).
- 6.3 All payments required to be made pursuant to this Agreement by either Party shall be made within <<insert number of days>> of the relevant invoice in the currency of the relevant invoice in the bank of <<insert type of currency>> in such bank in <<insert location>> as the other Party may from time to time nominate, without any set-off, withholding or deduction (other than any (and 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 necessary to make pursuant to this Agreement, it shall do all that is necessary to enable or assist the Party to claim such exemption from or (if that is not possible) to claim such exemption from any applicable double taxation arrangements and shall from time to time provide such evidence as to the deduction or withholding made and the amount deducted or withheld.
- 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.
- 6.6 Each Party shall:
- 6.6.1 keep, or ensure that the other Party keeps, records and books of account as are necessary to enable the other Party to calculate any sums payable by it pursuant to this Agreement and to verify the accuracy of such calculations;
 - 6.6.2 [at the reasonable request of the other Party, allow the other Party or its agent to inspect its records and books of account and, to the extent that they relate to sums payable by that Party, those sums, to take copies of such records and books of account; and]
 - 6.6.3 [within <<insert time period>> of the end of each year, obtain at its own expense and submit to the other Party an auditors' certificate as to the accuracy of the sums payable by it pursuant to this Agreement during that year.]
- 6.7 If either Party fails to pay or to make a payment which is payable to the other pursuant to this Agreement, that amount shall bear interest from the date that amount shall bear interest until payment is made in full, at the rate of <<insert percentage>>% per annum over <<insert bank name>> from time to time.

7. Confidentiality

- 7.1 Each Party undertakes that it shall not disclose to any third party, by sub-Clause 7.2 or as authorised in writing by the other Party, any information, at all times during the



continuance of this Agreement after termination:

[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;
- 7.1.3 not use any Confidential Information for any purpose other than as contemplated by and necessary to perform the Services under this Agreement (including, but not limited to, the performance of the Services);
- 7.1.4 not make any copies of Confidential Information, nor part with possession of Confidential Information;
- 7.1.5 ensure that none of the Confidential Information, nor any disclosure made by its employees, agents, sub-contractors or advisers, nor any disclosure made by that Party, would be a breach of the provisions of clauses 7.1.1 to 7.1.4 above.

- 7.2 Either Party may:
 - 7.2.1 disclose any Confidential Information:
 - 7.2.1.1 any sub-contractors;
 - 7.2.1.2 any governmental or regulatory body; or
 - 7.2.1.3 any employee of the Party or of any of the parties to this Agreement, provided that disclosure is necessary and justified in the interests of justice; or
 - 7.2.2 use any Confidential Information for any purpose other than as contemplated by this Agreement (including the provision of the Services), or as required by law, provided that the Party first informing the other Party of the disclosure of Confidential Information shall inform the other Party in writing, first informing the other Party of the disclosure of Confidential Information and (except where the disclosure is to any governmental or regulatory body) obtaining and disclosing such Confidential Information from the person in question, as nearly as practicable, in accordance with the provisions of this Clause 7, to keep Confidential Information confidential and to use it only for the purposes for which the Confidential Information was disclosed to the Party and to not disclose it to any other person, to the public, or at any time after the Confidential Information has become public knowledge through no fault of that Party, and to ensure that the Party does not disclose any part of the Confidential Information which is not public knowledge.
- 7.3 The provisions of this Clause shall survive the termination or expiry of the terms, notwithstanding the termination or expiry of the Agreement for any reason.

8. Term and Termination

- 8.1 This Agreement shall commence on the Commencement Date and shall continue for a Term of [insert term] years from that date, subject to the provisions of this Clause 8.
- 8.2 Either Party shall have the right to terminate 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.

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- Agreement has been extended (in accordance with the provision) to extend this Agreement for a further period of <<insert period>>.
- 8.3 Either Party may terminate this Agreement to the other not less than <<insert notice period>> weeks or on or at any time after <<insert minimum term of agreement>>.
- 8.4 Either Party may immediately terminate this Agreement by giving written notice to the other Party if:
- 8.4.1 any sum owing to the other Party under any of the provisions of this Agreement is not paid within <<insert period>> Business Days of the date of the due date;
 - 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 it within <<insert period>> days 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 that other Party;
 - 8.4.4 the other Party makes an arrangement with its creditors or a receiver or administrator is appointed (within the meaning of the Insolvency Act 1986) over the property or assets of that other Party;
 - 8.4.5 the other Party, being a company, has a bankruptcy order made against it or, being an individual, is sequestrated for the purposes of bankruptcy law in any jurisdiction (except for the purposes of bond or recognisance) or in such a manner that the contractor effectively agrees to be bound by or assume the obligations of that other Party under this Agreement);
 - 8.4.6 anything analogous to any of the above occurs in any jurisdiction;
 - 8.4.7 that other Party ceases to carry on business; or
 - 8.4.8 control of that other Party is taken over by any person or connected persons not having the consent of this Party on the date of this Agreement. For the purposes of this Clause 8, "control" and "connected persons" shall have the meanings ascribed thereto by Sections 1124 and 1125 of the Corporation Tax Act 2010.
- 8.5 For the purposes of sub-Clause 8.4, a Party shall be considered capable of giving a remedy if the Party in breach of the provision in question in all respects.
- 8.6 The rights to terminate this Agreement under this Clause 8 shall not prejudice any other right or remedy available in respect of the breach concerned (if any) or any other provision of this Agreement.

9. Effects of Termination

- Upon the termination of this Agreement:
- 9.1 any sum owing by either Party under any of the provisions of this Agreement shall become immediately due and payable;



- 9.2 Clauses 1, 7, 12 and 13 shall
- 9.3 any rights or obligations to which the Party is entitled or be subject before
- 9.4 termination shall not affect or prejudice any rights which the terminating Party has in respect of the termination or any other rights which the Party may have in respect of any property or interest which existed at or before the date of termination
- 9.5 subject as provided in this Clause, neither Party shall be liable to the other in respect of any accrued rights or obligations; and
- 9.6 each Party shall (except to the extent otherwise provided in Clause 7) immediately cease to use, either directly or indirectly, any Confidential Information, and shall immediately return to the other Party all documents in its possession or control which contain or record Confidential Information.

to this Agreement may be maintained in full force and effect; any damages or other remedy available to the Party in the event giving rise to the termination, including any remedy which any Party may have in respect of any property or interest which existed at or before the date of termination; and in respect of any accrued rights or obligations; and in Clause 7) immediately cease to use, either directly or indirectly, any Confidential Information, and shall immediately return to the other Party all documents in its possession or control which contain or record Confidential Information.

10. Force Majeure

Neither Party to this Agreement shall be liable to the other for failure to perform its obligations where such failure is caused by an event that is beyond the reasonable control of that Party. Such events shall include, but are not limited to: power cuts, strikes, failure, Internet Service Provider outages, storms, earthquakes, acts of terrorism, war, civil unrest, fire, flood, or any other event that is beyond the control of the Party.

failure or delay in performing its obligations under this Agreement where such failure or delay is caused by an event that is beyond the reasonable control of that Party. Such events shall include, but are not limited to: power cuts, strikes, failure, Internet Service Provider outages, storms, earthquakes, acts of terrorism, war, civil unrest, fire, flood, or any other event that is beyond the control of the Party.

11. Nature of the Agreement

- 11.1 Each Party shall be entitled to assign its obligations and to exercise any rights under this Agreement through any other member of its group, and any such assignment or exercise 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, sub-charge (other than by way of a floating charge) [or sub-licence] or otherwise delegate any of its obligations under this Agreement without 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 in writing signed by the duly authorised signatories of the Parties.
- 11.4 Each Party acknowledges that it enters into this Agreement on any representation, warranty or condition, express or implied, provided in this Agreement or otherwise implied by statute or common law, to the fullest extent permitted by law.
- 11.5 No failure or delay by either Party to perform its obligations under this Agreement shall be deemed to constitute a breach of any obligation of either Party of a breach of any obligation of either Party, and no waiver by either Party of a breach of any obligation of either Party shall be deemed to constitute a waiver of any subsequent breach of any obligation of either Party.
- 11.6 At any time after the date hereof, either Party may, at the request and

obligations undertaken by it under this Agreement through any other member of its group, and any such assignment or exercise shall, for all the purposes of this Agreement, be deemed to be the act or omission of the Party in question. Subject to sub-Clause 11.1, this Agreement is personal to the Parties and neither Party may assign, charge, sub-charge (other than by way of a floating charge) [or sub-licence] or otherwise delegate any of its obligations under this Agreement without the written consent of the other Party, such consent not to be unreasonably withheld. This Agreement contains the entire agreement between the Parties with respect to its subject matter and shall be binding on the Parties in writing signed by the duly authorised signatories of the Parties. Each Party acknowledges that it enters into this Agreement, it does not rely on any representation, warranty or condition, express or implied, provided in this Agreement or otherwise implied by statute or common law, to the fullest extent permitted by law. No failure or delay by either Party to perform its obligations under this Agreement shall be deemed to constitute a breach of any obligation of either Party of a breach of any obligation of either Party, and no waiver by either Party of a breach of any obligation of either Party shall be deemed to constitute a waiver of any subsequent breach of any obligation of either Party. At any time after the date hereof, either Party may, at the request and

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cost of another Party, executed and do or procure the doing of which may reasonably require for the full benefit of all the provisions

execution of such documents as the Party so requiring the Party so requiring the

12. **Costs**

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

the Service Provider shall pay its own costs of and incidental to the performance 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.

and 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 to whom they are addressed

to the Party to whom they are addressed

13.2.1 when delivered, if delivered by hand or by registered mail) during normal business hours of the recipient; or

by hand or by registered mail) during normal business hours of the recipient; or

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

transmitted by electronic means, by a successful transmission report or return receipt; or

13.2.3 on the fifth business day after the date of mailing, if mailed by national ordinary mail, postage paid; or

on the fifth business day after the date of mailing, if mailed by national ordinary mail, postage paid; or

13.2.4 on the tenth business day after the date of mailing, if mailed by airmail, postage prepaid.

on the tenth business day after the date of mailing, if mailed by airmail, postage prepaid.

in each case addressed to the Party to whom they are addressed at the address, e-mail address, or facsimile number notified to the Party to whom they are addressed.

at the address, e-mail address, or facsimile number notified to the Party to whom they are addressed.

14. **Time**

The Service Provider shall use all reasonable efforts to complete provision of the Services within estimated timeframes and to the satisfaction of the Client. Time is of the essence in the performance of any Services.

to complete provision of the Services within estimated timeframes and to the satisfaction of the Client. Time is of the essence in the performance of any Services.

15. **Relationship of the Parties**

15.1 Nothing in this Agreement shall be deemed to constitute, a partnership between the Parties, or any other Party for any purpose.

Nothing in this Agreement shall be deemed to constitute, a partnership between the Parties, or any other Party for any purpose.

15.2 Subject to any express provisions to the contrary, the Service Provider shall have no authority to enter into any contract, make any representation, liability, assume any obligation, or bind the Client or bind the Client in any way.

Subject to any express provisions to the contrary, the Service Provider shall have no authority to enter into any contract, make any representation, liability, assume any obligation, or bind the Client or bind the Client in any way.

16. **Set Off**

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

17. **Severance**

The Parties agree that, in the event that 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.

18. **Law and Jurisdiction**

18.1 This Agreement (including all terms and obligations arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the laws of England and Wales.

18.2 Any dispute, controversy, or claim arising out of or in connection with this Agreement (including all terms and obligations arising therefrom or associated therewith) shall be referred to the jurisdiction of the courts of England and Wales.

IN WITNESS WHEREOF this Agreement has been made and signed the day and 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>>

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Service

Description	Date	Payment Terms

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