

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:

- | | |
|-----------------------------------|---|
| “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 providing 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 in accordance with the terms 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 be undertaken or committed by the Service Provider.

S A M P L E

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 obtain from the Client an authorised representative of the Client to be based at the Premises and shall gather information including:

authorised representative of the Client to be based at the Premises and shall gather information including:

2.5.1 The layout of the Premises;

authorised representative of the Client to be based at the Premises and shall gather information including:

2.5.2 The location of any and all fire exits;

authorised representative of the Client to be based at the Premises and shall gather information including:

2.5.3 Details of any and all equipment currently in use at the Premises;

authorised representative of the Client to be based at the Premises and shall gather information including:

2.5.4 Details of any and all other equipment currently in use at the Premises;

authorised representative of the Client to be based at the Premises and shall gather information including:

2.5.5 <<insert additional information>>

authorised representative of the Client to be based at the Premises and shall gather information including:

2.6 During the provision of the Services, the Security Guard(s) must comply with the Service Provider (as relevant) and the Client's [company policies] OR [internal rules] as follows:

authorised representative of the Client to be based at the Premises and shall gather information including:

2.6.1 <<insert name of policy>>

authorised representative of the Client to be based at the Premises and shall gather information including:

2.6.2 <<insert name of policy>>

authorised representative of the Client to be based at the Premises and shall gather information including:

2.6.3 <<add further policies>>

authorised representative of the Client to be based at the Premises and shall gather information including:

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 Service Provider shall remedy such breach within <<insert period>> Business Days of the Client, without incurring any penalty of any nature whatsoever.]

authorised representative of the Client to be based at the Premises and shall gather information including:

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.

authorised representative of the Client to be based at the Premises and shall gather information including:

3.2 Any sub-contractor Security Guarding Services provided by the Service Provider shall, for the purposes of this Agreement, be deemed to be the Service Provider. Any actions or breaches under the Agreement by any such sub-contractor shall be deemed to be actions or breaches undertaken or committed by the Service Provider. The Service Provider shall be deemed, where relevant, to be responsible to such sub-contractor for any and all sub-contractor Security Guards.

authorised representative of the Client to be based at the Premises and shall gather information including:

3.3 Any and all sub-contractor Security Guards shall be required to obtain the necessary insurance as detailed in sub-Clause 5.3.

authorised representative of the Client to be based at the Premises and shall gather information including:

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 providing the Services.

authorised representative of the Client to be based at the Premises and shall gather information including:

S A M P L E

- 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 to 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 warranty. Any increase in the fees payable pursuant to Clause 6 shall be payable by the Client unless a reduction in the actual cost to the Service Provider is demonstrated. If the fees then the fees payable shall be reduced accordingly.
- 4.7 In the event that the Client or the Service Provider, shall omit to notify the other party of any subcontractor of the Service Provider, which prevents or delays the Service Provider from fulfilling its obligations under this Agreement, then the Service Provider 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 minimum 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, upon request, 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 and all sub-contractor Services provided by the Service Provider pursuant to Clause 3 shall be covered by the Service Provider's own insurance for the entire duration of this Agreement, the following insurances:

S

5.3.1 Public liability insurance of indemnity of £<<insert sum>> in any one occurrence

of indemnity of £<<insert sum>> in any one occurrence

5.3.2 [Employers liability insurance of £<<insert sum>> in any one occurrence]

sum limit of indemnity of £<<insert sum>> in any one occurrence

5.4 The Service Provider shall ensure that the Client, contractor Security Guards and cover notes in effect in accordance with 5.3 duly certified as true and correct and thereon are duly paid up to date

Client, procure that sufficient copies of the policies referred to in sub-Clause 5.3 are held in evidence that all premiums are duly paid up to date

6. **Payments and Records**

6.1 The Client shall pay the Service Provider in accordance with the provisions of the Service Level Schedule and the terms of the Agreement

in accordance with the provisions of the Service Level Schedule and the terms of the Agreement

6.2 All sums payable by either Party of any value added or other tax for which that Party shall be liable

under the Agreement are exclusive of value added tax (VAT) or other taxes on profit, unless otherwise stated

6.3 All payments required to be made pursuant to the Agreement shall be made within <<insert number of days>> of the relevant invoice in the currency of <<insert type of currency>> at the location <<insert type of location>> as the other Party may nominate, without any set-off, withholding or deduction other than that required to deduct or withhold tax

under the Agreement by either Party within <<insert number of days>> of the relevant invoice in the currency of <<insert type of currency>> at the location <<insert type of location>> as that Party may nominate, without any set-off, withholding or deduction other than that required to deduct or withhold tax

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 enable or assist the Party to claim exemption from or (if that is not possible) to obtain a refund of any applicable double taxation and shall from time to time provide evidence as to the deduction or withholding deducted or withheld.

the Party shall make a deduction or withholding in relation to any payment made pursuant to this Agreement, it shall do all that is necessary to enable or assist the Party to claim exemption from or (if that is not possible) to obtain a refund of any applicable double taxation and shall from time to time provide evidence as to the deduction or withholding deducted or withheld.

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

any payment 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

each Party shall 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

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

at the reasonable request of the other Party, allow the other Party or its agent to inspect the records and books of account and, to the extent that they relate to sums payable by the other Party, to take copies of them; and]

6.6.3 [within <<insert time period>> 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.]

within <<insert time period>> 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 discharge any sum which is payable to the other Party

the other Party shall be entitled to recover from the Party which is payable to the other Party

A

M

P

L

E

other pursuant to this Agreement that amount shall bear interest both before and after any judgment over <<insert bank name>>

judice to sub-Clause 6.5, until payment is made in full, <<percentage>>% per annum from time to time.

7. Confidentiality

7.1 Each Party undertakes that any Confidential Information disclosed to it by or on behalf of the other Party, authorised in writing by the disclosing Party, shall remain confidential during the continuance of this Agreement and for a period of <<period>> years after its termination:

by sub-Clause 7.2 or as required by law, at all times during the <<period>> years] after its termination.

7.1.1 keep confidential all Confidential Information

by sub-Clause 7.2 or as required by law, at all times during the <<period>> years] after its termination.

7.1.2 not disclose any Confidential Information to any other party;

by sub-Clause 7.2 or as required by law, at all times during the <<period>> years] after its termination.

7.1.3 not use any Confidential Information for any purpose other than as contemplated by and for the purposes of this Agreement (including, but not limited to, the <<purpose>>);

by sub-Clause 7.2 or as required by law, at all times during the <<period>> years] after its termination.

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

by sub-Clause 7.2 or as required by law, at all times during the <<period>> years] after its termination.

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

by sub-Clause 7.2 or as required by law, at all times during the <<period>> years] after its termination.

7.2 Either Party may:

7.2.1 disclose any Confidential Information

by sub-Clause 7.2 or as required by law, at all times during the <<period>> years] after its termination.

7.2.1.1 any sub-contractor or agent of the disclosing Party;

by sub-Clause 7.2 or as required by law, at all times during the <<period>> years] after its termination.

7.2.1.2 any governmental authority or regulatory body; or

by sub-Clause 7.2 or as required by law, at all times during the <<period>> years] after its termination.

7.2.1.3 any employee, agent, subcontractor or adviser of the disclosing Party or of any of the countries referred to in sub-Clause 7.2.1.2; or

by sub-Clause 7.2 or as required by law, at all times during the <<period>> years] after its termination.

to such extent only as is necessary for the purposes contemplated by this Agreement (including, but not limited to, the provision of the <<services>>), or as required by law, first informing the disclosing Party in question that the Confidential Information in question is to be disclosed, and (except where the Confidential Information is disclosed to any person named in sub-Clause 7.2.1.2 above or any employee, agent, subcontractor or adviser of such body) obtaining and retaining the Confidential Information from the person in question, as nearly as practicable, as required by sub-Clauses 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.

by sub-Clause 7.2 or as required by law, at all times during the <<period>> years] after its termination.

7.2.2 use any Confidential Information for any purpose other than as contemplated by and for the purposes of this Agreement (including, but not limited to, the <<services>>), or as required by law, first informing the disclosing Party in question that the Confidential Information in question is to be disclosed, and (except where the Confidential Information is disclosed to any person named in sub-Clause 7.2.1.2 above or any employee, agent, subcontractor or adviser of such body) obtaining and retaining the Confidential Information from the person in question, as nearly as practicable, as required by sub-Clauses 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.

by sub-Clause 7.2 or as required by law, at all times during the <<period>> years] after its termination.

7.3 The provisions of this Clause shall survive the termination or expiry of the terms, notwithstanding the termination or expiry of the Agreement.

by sub-Clause 7.2 or as required by law, at all times during the <<period>> years] after its termination.



8. Term and Termination

- 8.1 This Agreement shall come into effect 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 terminate this 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 <<insert notice period>> (whichever is the longer period for which this Agreement has been extended by <<insert 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>> written notice on or at any time after the expiry of <<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 to the other Party 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>> 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, being a company, becomes subject to an administration order (within the meaning of the Insolvency Act 1986);
 - 8.4.5 the other Party, being a company, has a bankruptcy order made against it or, being a company, is placed into liquidation (except for the purposes of bond construction and in such circumstances as the other Party may from time to time effectively agree to be bound by or assume responsibility for under this Agreement);
 - 8.4.6 anything analogous to any of the above occurring under the law of any other jurisdiction occurs in relation to that other Party;
 - 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 control of that other 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, the other Party shall be considered capable of remedying a breach of any 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
concerned (if any) or any other

in respect of the breach

9. Effects of Termination

Upon the termination of this Agreement

- 9.1 any sum owing by either Party under this Agreement shall become immediately due and payable;
- 9.2 Clauses 1, 7, 12 and 13 shall survive the termination of this Agreement;
- 9.3 any rights or obligations to which either Party is entitled or be subject before the termination of this Agreement shall not be affected by the termination;
- 9.4 termination shall not affect or prejudice any damages or other remedy to which the terminating Party is entitled in the event giving rise to the termination or any other right or remedy which any Party may have in respect of any claim or cause of action 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 liability or claim on the other; and
- 9.6 each Party shall (except to the extent otherwise agreed) 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.

any of the provisions of this Agreement shall become immediately due and payable;

to this Agreement may be terminated and shall remain in full force and effect;

damages or other remedy to which the terminating Party is entitled in the event giving rise to the termination or any other right or remedy which any Party may have in respect of any claim or cause of action which existed at or before the date of termination;

in respect of any accrued liability or claim on the other; 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 control of that Party. Such events shall include, but not be limited to: power failure, Internet Service Provider failure, storms, earthquakes, acts of terrorism, war, or any other event that is beyond the control of that Party.

failure or delay in performing its obligations under this Agreement by any cause that is beyond the control of that Party. Such events are not limited to: power failure, Internet Service Provider failure, civil unrest, fire, flood, war, 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 assign its obligations under this Agreement and to exercise any rights under this Agreement through any other member of its group, and any such assignment or delegation 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, the obligations under this Agreement are personal to the Parties and neither Party may assign, subcontract, or otherwise delegate any of its obligations under this Agreement without the prior written consent of the other Party, save in respect of the obligations set out in sub-Clause 11.1.
- 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 authorized representatives of the Parties.
- 11.4 Each Party acknowledges that it is entering into this Agreement, it does not rely on any other agreement, and it does not intend to rely on any other agreement.

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

Agreement is personal to the Parties and neither Party may assign, subcontract, or otherwise delegate any of its obligations under this Agreement without the prior written consent of the other Party, save in respect of the obligations set out in sub-Clause 11.1.

between the Parties with respect to its subject matter and shall be binding on the Parties in writing signed by the duly authorized representatives of the Parties.

Agreement, it does not rely on any other agreement, and it does not intend to rely on any other agreement.

S A M P L E

on any representation, warranty or other term provided in this Agreement, or any other term implied by statute or common law, to the fullest extent permitted by law.

on except as expressly provided in this Agreement, or any other term implied by statute or common law, to the fullest extent permitted by law.

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

any of its rights under this Agreement shall be deemed a waiver of any subsequent breach of the Agreement by either Party of a breach of any other provision of the Agreement shall be deemed to be a waiver of any subsequent breach of any other provision.

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

either Party shall, at the request and cost of another Party, execute and do 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 and execution of this Agreement.

each Party shall pay its own costs of and incidental to the performance and execution 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:

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

either messenger (including a messenger) during normal business hours of the recipient; or

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

a successful transmission report or return receipt is received;

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

g, if mailed by national or international ordinary mail, postage prepaid;

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

g, if mailed by airmail, postage prepaid.

in each case addressed to the Party giving the notice at the address, e-mail address, or facsimile number notified to the other Party in writing.

ress, e-mail address, or facsimile number notified to the other Party in writing.

14. Time

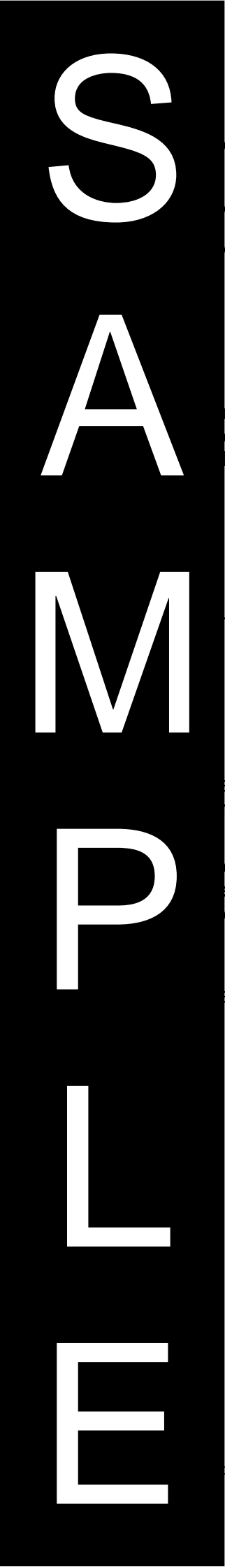
The Service Provider shall use all reasonable efforts to complete provision of the Services within estimated timeframes and to the satisfaction of the Client. Time is of the essence in the performance of any Services.

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, unless expressly provided, shall it be so deemed.

deemed to constitute, a partnership between the Parties, unless expressly provided, shall it be so deemed.



constitute, or be deemed to constitute, for any purpose.

of any other Party for any

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

y in this Agreement, the and shall not do any act, re any warranty, incur any or implied, of any kind on

16. Set Off

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

ction from, any invoice or of any right of set-off or 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, the remaining provisions shall be deemed severable and the remainder of this Agreement shall be enforceable.

of the provisions of this enforceable, that / those 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 England and Wales.

ers and obligations arising ed by, and construed in

18.2 Any dispute, controversy, or claim arising out of or relating to this Agreement (including any amendments and obligations arising therefrom or associated therewith) shall be referred to the jurisdiction of the courts of England and Wales.

een the Parties relating to ers and obligations arising e jurisdiction of the courts

IN WITNESS WHEREOF this Agreement has been signed and the day and year first before written

ed the day and year first

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

S

A

M

P

L

E