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SECURITY AGREEMENT

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THIS AGREEMENT is made the <<insert month>> <<insert year>>
BETWEEN:

(1) <<Name of Contractor>>
under number <<Company
[of] <<Address>> (the “Con

in <<Country of Registration>>
whose registered office is at] **OR**

(2) <<Name of Sub-Contractor

WHEREAS:

(1) The Contractor is engaged in providing security services, has reasonable skill, knowledge, experience in the field, and requires the services of suitably skilled, trained, knowledgeable and experienced sub-contractors.

(2) The Sub-Contractor has relevant knowledge and experience in the field of security services and is able to provide such services to the Contractor.

(3) In reliance upon that skill, knowledge and experience the Contractor wishes to engage the Sub-Contractor to provide security services described herein and the Sub-Contractor has agreed to provide such services subject to the terms and conditions of this Agreement.

IT IS AGREED as follows:

1. **Definitions and Interpretation**

1.1 In this Agreement, unless otherwise requires, the following expressions have the meanings set out below:

“**Business Day**”

otherwise requires, the following

(other than Saturday or Sunday) on which the Contractor's offices are open for their full range of services at <<insert location>>;

“**Confidential Information**”

information which is disclosed by the other Party pursuant to or in connection with this Agreement (whether orally or in writing, in any medium, and whether or not the information is stated to be confidential or otherwise);

“**Contractor's Client**”

<<Name of Contractor's Client>> [a natural person] or <<Name of Contractor's Client>> [a legal entity] in <<Country of Registration>> with <<Company Registration Number>> <<insert number>> whose registered office is at] **OR** [of] <<Address>>;

“**Party**”

the Contractor and the other Party to this Agreement and “Parties” means the Contractor and the other Party to this Agreement;

“**Services**”

the services to be provided by the Sub-Contractor pursuant to Clause 2 and Schedule 1;

“**SIA**”

the Security Industry Authority, the regulatory authority of the security industry in the United Kingdom;

“**Term**”

the term of the Agreement for which the Services are provided as set out in Schedule 1; and

“Worker”

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

2. Engagement of the Sub-Contractor

- 2.1 The Contractor hereby engages the Sub-Contractor to provide the Services detailed in Schedule 1, in accordance with the terms and conditions of this Agreement.
- 2.2 Subject to the provisions of this Agreement, the Sub-Contractor shall provide to other contractors or employees to provide Services provided to the Contractor or the engagement shall not affect the Sub-Contractor’s ability to provide the Services on a timely basis.
- 2.3 The Sub-Contractor shall, at his own expense, at any time (and on one or more occasions) to provide the Services. The Sub-Contractor shall use reasonable endeavours to provide the Services. The Sub-Contractor shall not be obliged to consult the Contractor to engage any Worker. The Sub-Contractor shall in any event [unless otherwise provided] provide such a substitute Worker if the Sub-Contractor is duly delayed by absence due to illness, incapacity or other reasons, provided that the delay occasioned is not unacceptable. The Sub-Contractor shall be entitled to refuse to accept any substitute Worker (other than a duly authorised representative of the Sub-Contractor) if in its

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- reasonable opinion
- 2.4 It is understood and agreed that the Contractor shall not be responsible for the Contractor's activities and working methods and those of the Sub-Contractor at all times exclusively for the Sub-Contractor. The Contractor shall not seek to supervise, direct or control the Sub-Contractor or any Worker in the provision of the Services nor shall the Contractor have any right to do so.
- 2.5 Subject to the express terms of this Agreement, the Contractor shall be responsible for organising, and entitled to be reimbursed for, the provision of the Services are provided, but shall not be responsible for ensuring that due regard is given to the impact of the Services to be provided by the Contractor and any other sub-contractors.
- 2.6 The Sub-Contractor shall ensure that the Services are provided with all reasonable care and skill and, without limitation, shall be responsible for ensuring that any Worker shall be provided with all reasonable care and skill.
- 2.7 The Sub-Contractor shall be responsible for the rectification of any unsatisfactory work at his own expense.
- 2.8 The Sub-Contractor shall not be responsible for any services available except for the performance of the Services under this Agreement. The grant of the appointment by the Contractor or the Sub-Contractor to carry out the Services does not create any mutual obligation between the Contractor or the Sub-Contractor to offer or accept continuing relations.
- 2.9 The Sub-Contractor shall be responsible for any Worker engaged by the Contractor in accordance with all reasonable instructions given by the Contractor provided such instructions are consistent with the terms of the Services as set out in Schedule 1.
- 2.10 The Sub-Contractor shall be responsible for ensuring that he/she and any Worker engaged by the Contractor shall comply with all statutes, regulations, byelaws, rules relevant to the provision of the Services.
- 2.11 The Contractor shall, as the Contractor's Client shall, as appropriate, use reasonable endeavours to provide all pertinent information to the Sub-Contractor's provision of the Services and shall be responsible for ensuring the accuracy and completeness of such information.
- 2.12 The Contractor and the Sub-Contractor shall, from time to time, in relation to the Services, ensure that any instructions to the Sub-Contractor in relation to the Services must be compatible with the terms of the Services.
- 2.13 In the event that the Contractor or any other form of communication from the Contractor's Client in order to provide the Services (or any part thereof), the Contractor shall ensure that the Contractor's Client uses reasonable endeavours to provide the Services in a reasonable and timely manner.
- 2.14 The Contractor shall ensure that the Contractor's Client uses, as

appropriate, reasonable and safety rules at the premises.

3. **SIA Licensing**

- 3.1 The Sub-Contractor shall be SIA licenced to provide the Services as Schedule 2.
- 3.2 The Sub-Contractor shall ensure that any Worker engaged by him to perform the Services shall also be suitably qualified, trained and SIA licenced [as set out in sub-Clause 3.2].
- 3.3 The Sub-Contractor shall notify the Contractor of any changes to his SIA licence or any Worker's SIA licence as described in sub-Clause 3.2.
- 3.4 The Sub-Contractor shall ensure that loss of any relevant SIA licence shall render the Sub-Contractor unable to render the Services in accordance with this Agreement by the Contractor.

4. **Indemnity and Insurance**

- 4.1 The Contractor shall indemnify the Sub-Contractor by it to the Contractor for any loss or damage by it to the Contractor's indemnity of £<<insert figure>> per occurrence. [Such insurance shall be evidenced in the policy and/or cover note attached as Schedule 2. The Sub-Contractor must have in place, in relation to the Services, a public liability insurance policy on like terms and the same minimum limit of indemnity as the Contractor's.]
- 4.2 [To the extent that the Contractor's insurance described in sub-Clause 4.1 does not cover the Sub-Contractor, the Sub-Contractor shall be liable for, and shall indemnify the Contractor for, any loss, claims or proceedings in respect of any property where the loss, claims or proceedings arise by reason of the negligence, breach of contract or default of the Sub-Contractor, his servants or agents, or any person for whom the Sub-Contractor is responsible.]

5. **Provision of Equipment**

- 5.1 [The Contractor shall provide the following equipment:
 - 5.1.1 <<insert equipment>>
 - 5.1.2 <<insert equipment>>
 - 5.1.3 <<and further equipment>>.]

AND / OR

- 5.2 [The Sub-Contractor shall provide the following equipment which shall be for the provision of his own:
 - 5.2.1 <<insert equipment>>
 - 5.2.2 <<insert equipment>>

5.2.3 <<and further>>.]

6. **Status of the Sub-Contractor**

- 6.1 The Sub-Contractor shall be an independent contractor and shall not be a self-employed person. The Sub-Contractor shall be responsible for his own taxes and contributions (including, but not limited to, income tax and social security contributions, where applicable) in respect of all amounts paid to him by the Contractor under or in relation to this Agreement.
- 6.2 The Sub-Contractor shall be responsible for the Contractor in respect of any claims that may be brought by third parties or authorities against the Contractor in respect of any services provided by the Sub-Contractor hereunder, including interest and costs.
- 6.3 The Sub-Contractor shall be responsible for his expenses and, where applicable, Value Added Tax.

7. **Payment**

- 7.1 The Contractor shall pay the Sub-Contractor in accordance with the following conditions:
- 7.1.1 [The Contractor shall pay the Sub-Contractor a sum equal to <<insert percentage>> of the sum of the invoices paid to the Contractor by the Sub-Contractor in accordance with Schedule 1.]
- OR
- [The Contractor shall pay the Sub-Contractor £<<insert sum>> per <<insert period>>, calendar month etc.>> that the Sub-Contractor shall invoice.]
- 7.1.2 Payment will be made by the Contractor on receipt of an invoice from the Sub-Contractor for the sum payable for the Services and any tax chargeable thereon.
- 7.1.3 Claims for payment shall be made by the Sub-Contractor on invoice.
- 7.2 All payments required by this Agreement by either Party shall be made within <<insert number>> days of the date of the relevant invoice in <<insert type of currency>> funds to such bank in <<insert location>> as the other Party may from time to time nominate.
- 7.3 All payments made by the Contractor shall be expressed exclusive of any Value Added Tax chargeable thereon.
- 7.4 Where any payment is required to be made on a day on which is not a Business Day, the payment may be made on the next following Business Day.
- 7.5 If either Party fails to pay the other pursuant to this Clause 7, the amount that amount shall be payable by the Party in default both before and after judgment, together with interest over <<insert bank rate>> per annum from time to time.
- 7.6 No further payment shall be made by the Contractor for the Services over and above the entire sum payable by the Contractor under Clause 7 and without limitation no payment will be made by the Contractor in respect of any expenses incurred by the Sub-Contractor in connection with the Services.
- 7.7 The Contractor shall not be liable for any claim or damages to any Worker in respect of any of the Services.

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 . Privacy Notice>> available from

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<insert date>> and shall continue
or until terminated in accordance

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Clause 11.2, this Agreement shall
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bankruptcy or liquidation either for the purposes of bona fide amalgamation) or if a receiver is or any part of its assets.

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n or any other right to damages or
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contrary in this Agreement and neither Party shall be under any

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12 Force Majeure

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13 Entire Agreement

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14 Assignment and Sub-Con

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15 Relationship of the Part

Nothing in this Agree
partnership, joint venture
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Contractor [or the Sub-Co

ferred to in Clause 9) immediately
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any documents in its possession or
tial Information.

liable for any failure or delay in
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that Party ("Force Majeure"). Such
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or any other similar or dissimilar
control of the Party in question.

it cannot perform their obligations
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the event of such termination, the
le payment for all work completed
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ment between the Sub-Contractor
t matter and supersedes any prior
written or oral and such prior
date hereof and both Parties
e other in respect of any previous

by an instrument in writing signed
Parties

to this Agreement, it does not rely
r provision except as expressly
itions, warranties or other terms
ded to the fullest extent permitted

reement is personal to the Parties.
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te any of its rights hereunder, or
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yment relationships between the
en any Worker and [either] the
duciary relationship, other than the

- contractual relationship existing at the time of this Agreement.
- 16 Third Party Rights**
- 16.1 No one other than a Party, its agents, transferees, successors or assignees, shall have the right to enforce any of its terms and accordingly the provisions of the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement.
- 16.2 Subject to this Clause 16, the terms of this Agreement shall continue and be binding on the transferee, successor or assignee of a Party as required.
- 17 Notices**
- 17.1 All notices under this Agreement shall be in writing and be deemed duly given if signed by, or on behalf of, an authorised signatory or an authorised officer of the Party giving the notice.
- 17.2 Notices shall be deemed to have been given:
- 17.2.1 when delivered to the Party by hand or by a courier or other messenger (including during out of business hours of the recipient; or
 - 17.2.2 when sent, if by post, by recorded delivery and a return receipt is generated; or
 - 17.2.3 on the fifth business day after the date of posting by ordinary mail.
- In each case notice shall be deemed to have been given to the Party at the most recent address or e-mail address number notified to the other Party.
- 18 Severance**
- The Parties agree that, if any provision of this Agreement is found to be invalid, unenforceable or otherwise unenforceable, that / those provision(s) shall be deemed to be severed from the remainder of this Agreement. The remainder of this Agreement shall remain in full force and effect.
- 19 No Waiver**
- No failure or delay by a Party to exercise any of its rights under this Agreement shall be deemed to be a waiver of that right, and no waiver by either Party of a breach of any provision of this Agreement shall be deemed to be a waiver of any subsequent breach of that provision.
- 20 Law and Jurisdiction**
- 20.1 This Agreement (including any dispute, controversy or claim arising therefrom or associated with its performance or enforcement) shall be governed by, and construed in accordance with, the law of England and Wales.
- 20.2 Any dispute, controversy or claim between the Parties relating to this Agreement (including any dispute, controversy or claim arising therefrom or associated with its performance or enforcement) shall be referred to and determined by the courts of England and Wales.

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

SIGNED by

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

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

SIGNED by

<<Name and Title of person signing
for and on behalf of <<Sub-Contractor>>

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

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The Services

<<Insert full details of the Services relevant, details of times, locations,

-Contractor including, where .>>

Term (duration)

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SIA Licensing

<<Insert evidence of SIA Licences >>

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<<Attach any relevant insurance p >]

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