

<<INSERT SERVICE PRO
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SUPERVISION SERVICE
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BACKGROUND:

These Terms and Conditions shall apply to all door supervisors working for and/or on behalf of <<Address>>] OR [a company registered in the United Kingdom with <<Company Registration Number>>] requiring such services.

door supervision services by door supervisors on behalf of <<name of Service Provider>> [of <<Country of Registration>> under number <<Registration Number>>] whose office is at <<Address>>] to clients

1. **Definitions and Interpretation**

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions shall have the meanings:

the context otherwise requires, the following expressions shall have the meanings:

“Agreement”

the Agreement between the Service Provider and the Client for the provision of door supervision services;

“Business Day”

any day other than Saturday or Sunday) on which the premises are open for their full range of services at <<insert location>>;

“Commencement Date”

the date on which the Agreement comes into effect pursuant to the Agreement;

“Confidential Information”

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

“Door Supervisor”

an individual who is a licensed, SIA licenced door supervisor employed by the Service Provider who shall be either an employee or a contractor of the Service Provider;

“Premises”

the premises;

“Services”

the door supervision services to be provided by the Service Provider to the Client as set out in Clause 2 and the Schedule of the Agreement;

“SIA”

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

“Term”

the term of the Agreement as determined in the Agreement;

1.2 Unless the context of these Terms and Conditions to:

each reference in these Terms and Conditions to:

1.2.1 “writing”, and any other communication, includes a reference to any communication in any form, including electronic or facsimile transmission or any other similar means of communication;

communication, includes a reference to any communication in any form, including electronic or facsimile transmission or any other similar means of communication;

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- 1.2.2 a statute or regulation is a reference to that statute or regulation at the relevant time;
- 1.2.3 "these Terms and Conditions" is a reference to these Terms and Conditions as amended at the relevant time;
- 1.2.4 a Clause or Condition of these Terms and Conditions (where appropriate); and
- 1.2.5 a "Party" or "parties" means the parties to the Agreement.

- 1.3 The headings used in this Agreement are for convenience only and shall have no effect on 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 provide the Services to the Client for the Term of the Agreement and shall promptly obtain, maintain and make available all necessary equipment and other facilities required for the provision of the Services.
- 2.2 The Service Provider shall provide the Services described in the Agreement at the Premises.
- 2.3 The Service Provider shall provide the necessary equipment required for the provision of uniforms bearing the Client's logo or brand [as provided by the Client].
- 2.4 The Service Provider shall employ a required number of suitably qualified, trained and SIA licensed personnel to carry out the Services. For the purposes of these Terms and the Agreement, any actions or breaches undertaken by such Door Supervisor(s) shall be deemed to be an act of the Service Provider. References to "the Service Provider" shall be deemed, where relevant, to include the Door Supervisor(s).
- 2.5 The Services shall be provided in accordance with any and all agreed house rules as provided by the Client.
- 2.6 Prior to the commencement of the Services, an authorised representative of the Service Provider shall conduct a survey of the Premises and shall gather information in relation to:
 - 2.6.1 The layout of the Premises;
 - 2.6.2 The location of entrances and exits (including fire exits);
 - 2.6.3 The venue of the Services;
 - 2.6.4 The licensing requirements for the Services;
 - 2.6.5 <<insert additional information as required>>.
- 2.7 [In the event that the Client commits any breach of any of the Services or commits any breach of the Agreement, the Service Provider shall have the right to terminate the Services, the Service Provider shall have the right to terminate the Services within <<insert period>> of such breach without incurring any penalty of any nature whatsoever.]

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3. **Sub-Contracting**

- 3.1 When providing Door Security Services, the Service Provider shall be free to use sub-contractors provided that such sub-contractors are suitably qualified, trained and SIA licensed.
- 3.2 Any sub-contractor engaged by the Service Provider shall, for the purposes of the Agreement, be deemed to be acting on behalf of (and under the control of) the Service Provider. Any actions or breaches committed by any such sub-contractor shall be deemed to be an action or breach committed by the Service Provider. References to "the Service Provider" in the Agreement shall include references to such sub-contractors.
- 3.3 Any and all insurance cover required under Clause 5 shall cover all sub-contractors so appointed.

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4. **Client's Obligations**

- 4.1 The Client shall allow the Service Provider and its authorised personnel access to the Premises for the purpose of providing the Services.
- 4.2 The Client shall provide the Service Provider with such information as is necessary for the provision of the Services as the Client may from time to time reasonably require.
- 4.3 The Client shall provide the Service Provider with any information reasonably required prior to the provision of the Services.
- 4.4 The Client shall, prior to the provision of the Services, provide the Service Provider with any house rules to which the Service Provider and/or the Client's personnel must adhere during the provision of the Services. Such house rules shall not be limited to, dress codes.
- 4.5 The Client and the Service Provider shall use all reasonable endeavours to keep each other informed of any special requirements applicable to the provision of the Services and shall, if necessary and appropriate, agree to comply with any such special requirements. The Client shall not be liable for any rise to any increase in the fees payable under the Agreement which is due to any rise to a reduction in the actual cost to the Service Provider of the provision of the Services then the fees payable shall be reduced accordingly.
- 4.6 In the event that the Client's failure to provide the Service Provider with any information, not being a subcontractor of the Service Provider, which prevents or delays the Service Provider from complying with any of its obligations under the Agreement, the Client shall notify the Client as soon as possible and the Client shall have no liability in respect of any delay in the provision of the Services occasioned.

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The Client shall provide the Service Provider with such information as is necessary for the provision of the Services as the Client may from time to time reasonably require.

The Client shall provide the Service Provider with any information reasonably required prior to the provision of the Services.

The Client shall, prior to the provision of the Services, provide the Service Provider with any house rules to which the Service Provider and/or the Client's personnel must adhere during the provision of the Services. Such house rules shall not be limited to, dress codes.

The Client and the Service Provider shall use all reasonable endeavours to keep each other informed of any special requirements applicable to the provision of the Services and shall, if necessary and appropriate, agree to comply with any such special requirements. The Client shall not be liable for any rise to any increase in the fees payable under the Agreement which is due to any rise to a reduction in the actual cost to the Service Provider of the provision of the Services then the fees payable shall be reduced accordingly.

In the event that the Client's failure to provide the Service Provider with any information, not being a subcontractor of the Service Provider, which prevents or delays the Service Provider from complying with any of its obligations under the Agreement, the Client shall notify the Client as soon as possible and the Client shall have no liability in respect of any delay in the provision of the Services occasioned.

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5. Insurance and Liability

5.1 The Service Provider shall maintain insurance for at least the duration of the Agreement, the following:

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

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

5.2 The Service Provider shall, at the request of the Client, promptly deliver to the Client copies of the insurance policies referred to above, duly certified as true copies together with evidence that all premiums have been duly paid up to date.

5.3 Any act or omission of the Service Provider, its agent, representative or authorised person in connection with the Services shall constitute a breach of the Agreement as an act or omission of the Service Provider.

6. Payments and Records

6.1 The Client shall pay the Service Provider in accordance with the terms of the Agreement for the Services provided.

6.2 All sums payable by the Client to the Service Provider shall be exclusive of any value added or other tax (except corporation tax) which shall be additionally payable by the Service Provider.

6.3 All payments required by the Service Provider must be made within <<insert period>> of the date of the relevant invoice in <<insert type of currency>> in clear funds to the <<insert location>> as the other Party may from time to time direct in writing without any set-off, withholding or deduction except such as that Party is required to deduct or withhold by law.

6.4 If either Party is required to make any tax deduction or withholding in relation to any payment to the other Party, it shall do all things in its power which may be necessary to ensure that payment is due to the other Party (if that is not possible) a credit for that deduction or withholding in accordance with the applicable double taxation or similar agreement from time to time to the Party to whom the payment is due, together with evidence as to the deduction or withholding and payment made.

6.5 Where any payment is made on a day on which is not a Business Day, it shall be deemed to have been made on the following Business Day.

6.6 Each Party shall:

6.6.1 keep, or ensure that its agent or authorised person does, such records and books of account as are necessary to enable the other Party to ascertain the amount of any sums payable by it to be paid to it;

6.6.2 [at the request of the other Party, allow the other Party or its agent to inspect and copy such records and books of account and, to the extent that it is practicable, to take copies of them; and

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6.6.3 [within <<ins
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the accuracy

the end of each year, obtain at its
Party an auditors' certificate as to
Party during that year.]

6.7 If either Party fails to
other then, without p
from the due date
judgment, at <<inse
Bank Plc base rate

ny amount which is payable to the
\$.5, that amount shall bear interest
in full, both before and after any
annum over <<insert bank name>>

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7. Confidentiality

7.1 Each Party undert
authorised in writ
continuance of the
termination:

provided by sub-Clause 7.2 or as
it shall, at all times during the
<<insert period>> years] after its

7.1.1 keep confide

rmation;

7.1.2 not disclose

tion to any other party;

7.1.3 not use any
contemplate
but not limite

n for any purpose other than as
terms of the Agreement (including,
Services);

7.1.4 not make an
any Confide

ny way or part with possession of

7.1.5 ensure that
contractors o
be a breach

officers, employees, agents, sub-
which, if done by that Party, would
Clauses 7.1.1 to 7.1.4 above.

7.2 Either Party may:

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of that Party;

7.2.1.2 any g

thority or regulatory body; or

7.2.1.3 any
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above or an
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question, as
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purposes for

for the purposes contemplated by
limited to, the provision of the
in each case subject to that Party
or body in question that the
ential and (except where the
mentioned in sub-Clause 7.2.1.2
of any such body) obtaining and
en undertaking from the person in
the terms of this Clause 7, to keep
ential and to use it only for the
made; and

7.2.2 use any Cor
other person
or at any tin
fault of that
disclose any
knowledge.

any purpose, or disclose it to any
it is at the date of the Agreement,
nes, public knowledge through no
n doing so that Party does not
al Information which is not public

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7.3 The provisions of the Agreement shall remain in force in accordance with their terms, notwithstanding any termination of the Agreement for any reason.

8. Term and Termination

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8.1 The Agreement shall commence on the Commencement Date and shall continue for an agreed term, 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 at any time prior to the expiry of the Term (or any further extension of the Agreement is extended) to extend the Agreement for a further period between the Parties.

8.3 Either Party may terminate the Agreement by giving to the other not less than <<insert notice period>> written notice to expire on or at any time after the minimum Term of the Agreement (the notice period will be set out in the Agreement).

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

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

8.4.2 the other Party is in breach of any of the provisions of the Agreement which is capable of remedy, fails to remedy the breach within <<insert period>> Business Days after being given written notice giving details of the breach and requiring it to be remedied;

8.4.3 an encumbrance is placed on, or where the other Party is a company, a charge is created over, any of the property or assets of that other Party;

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8.4.4 the other Party enters into a voluntary arrangement with its creditors or, being a company, enters into an administration order (within the meaning of Section 86);

8.4.5 the other Party is a bankrupt or firm, has a bankruptcy order made against it or, being a company, goes into liquidation (except for reconstruction or re-construction and in such circumstances as the other Party therefrom effectively agrees to be bound by or otherwise imposed on that other Party under the Agreement);

8.4.6 anything which is prohibited by the foregoing under the law of any jurisdiction of the other Party;

8.4.7 that other Party ceases, to carry on business; or

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8.4.8 control of the other Party is exercised by any person or connected persons not named in the Agreement. For the purposes of this Clause 8, "control" and "connected persons" shall have the meanings ascribed thereto by Sections 112 and 115 of the Corporation Tax Act 2010.

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8.5 For the purposes of Clause 8.4, each Party shall be considered capable of remedying a breach of the Agreement with the provision in question in all respects.

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8.6 The rights to terminate or the remedy of either Party shall not be affected by any breach.

shall not prejudice any other right or remedy which concerned (if any) or any other breach.

9. **Effects of Termination**

Upon the termination of the Agreement:

on:

9.1 any sum owing by either Party immediately due and payable under the Agreement shall become due and payable immediately upon termination;

under the Agreement shall become due and payable immediately upon termination;

9.2 Clauses 1, 7, 12 and 13 shall survive termination;

st;

9.3 any rights or obligations which are subject before termination shall survive termination;

the Parties may be entitled or be liable in respect of force and effect;

9.4 termination shall not affect the right to damages or other remedy which the terminating Party may have in respect of the termination or any breach of the Agreement which may have in respect of the termination before the date of termination;

right to damages or other remedy which the terminating Party may have in respect of the termination or any breach of the Agreement which may have in respect of the termination before the date of termination;

9.5 subject as provided in Clause 7, all rights neither Party shall be bound to disclose;

except in respect of any accrued rights or obligations to the other; and

9.6 each Party shall (except as otherwise provided) 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 Confidential Information.

referred to 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 Confidential Information.

10. **Force Majeure**

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

may in performing their obligations where such failure or delay is caused by an event beyond the reasonable control of that Party. Such events are not limited to: power failure, Internet Service Provider failure, earthquakes, acts of terrorism, civil unrest, fire, flood, storms, environmental action or any other event that is beyond the control of that Party.

11. **Nature of the Agreement**

11.1 Each Party shall be bound by the obligations undertaken by it and to exercise any rights under the Agreement through any other member of its group. The act or omission of that other member shall, for all the purposes of the Agreement, be deemed to be the act or omission of the Party.

of the obligations undertaken by it and to exercise any rights under the Agreement through any other member of its group. The act or omission of that other member shall, for all the purposes of the Agreement, be deemed to be the act or omission of the Party.

11.2 Subject to sub-Clause 11.1, the Agreement shall be personal to the Parties and neither Party shall be bound by floating charge) or otherwise delegated to any other person without the written consent of the other Party.

the Agreement shall be personal to the Parties and neither Party shall be bound by floating charge) or otherwise delegated to any other person without the written consent of the other Party.

11.3 The Agreement shall be binding on the Parties with respect to its subject matter and shall be modified only in writing signed by the representatives of the Parties.

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11.4 Each Party acknowledges that, in entering into the Agreement, it will not rely on any representation or warranty made by the other Party, and that, except as expressly provided in the Agreement, and all other terms implied by statute or common law are excluded.

into the Agreement, it will not rely on any representation or warranty made by the other Party, and that, except as expressly provided in the Agreement, and all other terms implied by statute or common law are excluded.

11.5 No failure or delay in the performance of the Agreement shall be deemed to be a waiver of any right or remedy available to either Party of a breach of the Agreement shall be deemed to be a waiver of any such right or remedy.

exercising any of its rights under the Agreement, it will not be deemed to be a waiver of any such right or remedy.

11.6 At any time after the execution of the Agreement, either Party may request the other Party to execute or procure the execution of such documents and do such acts and things as the Party may require for the purpose of giving to the Party so much effect as is intended by the Agreement.

At any time after the execution of the Agreement, either Party may request the other Party to execute or procure the execution of such documents and do such acts and things as the Party may require for the purpose of giving to the Party so much effect as is intended by the Agreement.

12. Costs

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

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

13. Notices

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

All notices under this Agreement shall be in writing and be deemed duly given if signed by, or on behalf of, an authorized officer of the Party giving the notice.

13.2 Notices shall be deemed to have been given:

given:

13.2.1 when delivered by hand to the recipient or registered messenger during business hours of the recipient; or

by hand to the recipient or registered messenger during business hours of the recipient; or

13.2.2 when sent, in writing, by email and a successful transmission report or return receipt is received; or

by email and a successful transmission report or return receipt is received; or

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

by national ordinary mail; or

13.2.4 on the tenth business day after mailing, if mailed by airmail, postage prepaid; or

by airmail, postage prepaid; or

in each case addressed to the recipient's current address, e-mail address, or facsimile number notified to the other Party in writing.

in each case addressed to the recipient's current address, e-mail address, or facsimile number notified to the other Party in writing.

14. Time

The Service Provider shall endeavour to complete provision of the Services within estimated timeframes and shall not be of the essence in the performance of any Service.

The Service Provider shall endeavour to complete provision of the Services within estimated timeframes and shall not be of the essence in the performance of any Service.

15. Relationship of the Parties

15.1 Nothing in the Agreement shall be deemed to constitute, a

relationship of agency, partnership, joint venture, or be deemed to constitute, a

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partnership between
constitute, or be de
purpose.

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agency of any other Party for any

15.2 Subject to any ex
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behalf of the Client

contrary in the Agreement, the
nity to and shall not do any act,
ation, give any warranty, incur any
express or implied, of any kind on
way.

16. **Set Off**

The Client may not withho
other amount due to the
counterclaim which the C
whatsoever.

any deduction from, any invoice or
reason of any right of set-off or
lege to have or for any reason

17. **Severance**

The Parties agree that, i
Agreement is found to be
provisions shall be deeme
remainder of the Agreemen

or more of the provisions of the
erwise unenforceable, that / those
mainder of the Agreement. The
rceable.

18. **Law and Jurisdiction**

18.1 These Terms and
obligations arising
and construed in ac

any non-contractual matters and
(therewith) shall be governed by,
of England and Wales.

18.2 Any dispute, contro
these Terms and
obligations arising
jurisdiction of the co

aim between the Parties relating to
any non-contractual matters and
(d therewith) shall fall within the
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