

<<INSERT SERVICE PROVIDER  
TITLE>>

SUPERVISION SERVICE  
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**BACKGROUND:**

These Terms and Conditions shall apply to door supervision services by door supervisors working for and/or on behalf of <<Address>>] OR [a company registered in England or Wales with company number <<Company Registration Number>>] requiring such services.

door supervision services by door supervisors working for and/or on behalf of <<Address>>] OR [a company registered in England or Wales with company number <<Company Registration Number>>] requiring such services.

**1. Definitions and Interpretation**

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

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 connection 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 body 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 communication in any form, including any electronic or facsimile transmission or any other form of communication, whether or not it is in writing.

communication, includes a reference to any communication in any form, including any electronic or facsimile transmission or any other form of communication, whether or not it is in writing.

- 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 is a reference to a Clause of these Terms and Conditions (where appropriate); and
- 1.2.5 a "Party" or "parties" is a reference to the parties to the Agreement.
- 1.3 The headings used in the Agreement are for convenience only and shall have no effect on the interpretation of the Agreement hereof.
- 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, for the Term of the Agreement and throughout the Term, promptly obtain, maintain and make available all necessary equipment, materials and other facilities required for the provision of the Services.
- 2.2 The Service Provider shall, for the Term of the Agreement, maintain the Services described in the Agreement at the Premises.
- 2.3 The Service Provider shall, for the Term of the Agreement, provide the necessary equipment required for the provision of uniforms bearing the Client's logo or brand [as required by the Client].
- 2.4 The Service Provider shall employ a sufficient number of suitably qualified, trained and SIA licensed personnel to carry out the Services. For the purposes of these Terms, any actions or breaches undertaken by such Door Supervisor(s) shall be deemed to be an action or breach taken or committed by the Service Provider. References to "the Service Provider" shall be deemed, where relevant, to include the personnel employed by the Service Provider(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 the Premises, including:
- 2.6.1 The layout of the Premises;
- 2.6.2 The location of the Premises;
- 2.6.3 The venue of the Premises;
- 2.6.4 The licensing of the Premises;
- 2.6.5 <<insert additional information>>.
- 2.7 [In the event that the Service Provider commits any breach of any of the Services or commits any breach of the Agreement, the Service Provider shall have a period of <<insert period>> Business Days of notice to remedy the breach without incurring any penalty of any nature whatsoever.]

### 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 appointed by the Service Provider shall, in relation to the Services, be bound by the Conditions and the Agreement, and in relation to the Services, shall be deemed to be acting on behalf of (and under the instructions or breaches undertaken or committed by any Supervisor or Supervisors shall be deemed to be committed by the Service Provider. References to "the Service Provider" shall be deemed, where relevant, to include references to the Service Provider and its Supervisors.
- 3.3 Any and all sub-contractors appointed by the Service Provider shall be required to maintain their own insurance as detailed in sub-Clause 5.3.

### 4. Client's Obligations

- 4.1 The Client shall allow the Service Provider, the Door Supervisor(s) and other authorised personnel to enter and remain on 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 time to time reasonably required.
- 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 the house rules to which the Service Provider and/or the Door Supervisor(s) must adhere during the provision of the Services. Such rules shall include, but 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 to comply with any such special requirements. The Client shall not be liable for any increase in the fees payable under the Agreement or for any reduction in the actual cost to the Service Provider of the Services then the fees payable under the Agreement.
- 4.6 In the event that the Client or the Service Provider, or any of its employees, not being a subcontractor of the Service Provider, shall do anything 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.

## 5. Insurance and Liability

- 5.1 The Service Provider shall maintain the following insurances for at least the duration of the Agreement, the following:
- 5.1.1 Public liability insurance with a minimum 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 policies and cover notes in effect in respect of the insurances referred to in sub-clause 5.1 duly certified as true copies together with evidence that all premiums have been duly paid up to date.
- 5.3 Any and all sub-contractors appointed by the Service Provider pursuant to the Agreement, the following:
- 5.3.1 Public liability insurance with a minimum limit of indemnity of £<<insert sum>> in any one event.
- 5.3.2 [Employers liability insurance with a minimum limit of indemnity of £<<insert sum>> in any one event.]
- 5.4 The Service Provider shall, at the request of the Client, procure that sub-contractor Door Security Ltd shall deliver to the Client copies of the policies and cover notes in effect in respect of the insurance referred to in sub-clause 5.3 duly certified as true copies together with evidence that all premiums thereon have been duly paid up to date.

## 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 by the Service Provider.
- 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 may be required by law 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 made to the other Party to whom the payment is due to or on account of that deduction or withholding, the Party making the payment shall from time to time give the Party to whom the payment is made written evidence as to the deduction or withholding and pay the balance of the payment to the Party to whom the payment is made.
- 6.5 Where any payment is made on a day on which is not a Business Day, it shall be made on the following Business Day.
- 6.6 Each Party shall:

- 6.6.1 keep, or ensure that such records and books of account as are necessary for the proper management of any sums payable by it to be accurately maintained;
- 6.6.2 [at the reasonable 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
- 6.6.3 [within <<insert period>> of the end of each year, obtain at its own expense from the other Party an auditors' certificate as to the accuracy of the accounts of the other Party during that year.]
- 6.7 If either Party fails to pay any amount which is payable to the other then, without prejudice to Clause 6.5, that amount shall bear interest in full, both before and after any judgment, at <<insert rate>> per annum over <<insert bank name>> Bank Plc base rate.

## 7. Confidentiality

- 7.1 Each Party undertakes not to disclose any Confidential Information provided by sub-Clause 7.2 or as authorised in writing by the other Party, it shall, at all times during the continuance of the Agreement or, if the Agreement is terminated, <<insert period>> years] after its termination:
- 7.1.1 keep confidential the Confidential Information;
- 7.1.2 not disclose the Confidential Information to any other party;
- 7.1.3 not use any Confidential Information for any purpose other than as contemplated by the Agreement (including, but not limited to, the provision of the Services);
- 7.1.4 not make any Confidential Information available in any way or part with possession of any Confidential Information;
- 7.1.5 ensure that any disclosure of Confidential Information by its officers, employees, agents, subcontractors or contractors, which, if done by that Party, would be a breach of the Confidentiality obligations set out in Clauses 7.1.1 to 7.1.4 above.
- 7.2 Either Party may:
- 7.2.1 disclose any Confidential Information to:
- 7.2.1.1 any subcontractor or agent of that Party;
- 7.2.1.2 any government authority or regulatory body; or
- 7.2.1.3 any other person or body of that Party or of any of the subcontractors or agents of that Party or of any of the subcontractors or agents of that Party, for the purposes contemplated by the Agreement (including, but not limited to, the provision of the Services), on the condition that in each case subject to that Party's prior written consent, the person or body in question that the Confidential Information is disclosed to (except where the Confidential Information is mentioned in sub-Clause 7.2.1.2) obtains and (if of any such body) obtaining and then undertaking from the person in question, as a condition of the terms of this Clause 7, to keep

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- any purpose, or disclose it to any  
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- be in force in accordance with their Agreement for any reason.

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- Commencement Date and shall be, subject to the provisions of this

- by giving not less than <<insert any time prior to the expiry of the Agreement is extended) to extend the period between the Parties.

- by giving to the other not less than  
expire on or at any time after the  
ll be set out in the Agreement).

- ### Agreement by giving written notice

- the other Party under any of the  
not paid within <<insert period>>  
payment;

- breach of any of the provisions of  
capable of remedy, fails to remedy  
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e breach and requiring it to be

- or where the other Party is a  
of any of the property or assets of

- arrangement with its creditors or, to an administration order (within 86);

- or firm, has a bankruptcy order  
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imposed on that other Party under

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her Party;

- to cease, to carry on business; or

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8.4.8 control of the  
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red by any person or connected  
other Party on the date of the  
of this Clause 8, “control” and  
e meanings ascribed thereto by  
of the Corporation Tax Act 2010.

8.5 For the purposes of  
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8.6 The rights to termin  
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## 9. Effects of Termination

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9.2 Clauses 1, 7, 12 an

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9.3 any rights or obliga  
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9.4 termination shall no  
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termination or any  
may have in respe  
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right to damages or other remedy  
spect of the event giving rise to the  
or other remedy which any Party  
e Agreement which existed at or

9.5 subject as provided  
rights neither Party

except in respect of any accrued  
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9.6 each Party shall (e  
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shall immediately re  
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ferred to in Clause 7) immediately  
any Confidential Information, and  
ny documents in its possession or  
tial Information.

## 10. Force Majeure

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that is beyond the control o

ay in performing their obligations  
se that is beyond the reasonable  
are not limited to: power failure,  
, civil unrest, fire, flood, storms,  
mental action or any other event

## 11. Nature of the Agreement

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or omission of that other member  
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| <p>11.2 Subject to sub-Clause 11.1, the Parties and neither of them shall be bound by floating charge) (or otherwise delega consent of the other</p>               |  | <p>The Agreement shall be personal to the mortgagor, and shall not be subject to mortgage, or charge (otherwise than by way of the rights thereunder, or sub-contract thereunder, except with the written consent of the mortgagor, to be unreasonably withheld.</p> |
| <p>11.3 The Agreement shall be binding on the Parties with respect to its subject matter and shall be in writing signed by</p>                                     |  | <p>The Agreement between the Parties with respect to its subject matter shall be modified except by an instrument in writing signed by the representatives of the Parties.</p>   |
| <p>11.4 Each Party acknowledges that, on any representation made to, these Terms of the Agreement, and all other terms implied by statute or common law are ex</p> |  | <p>On entering into the Agreement, it will not rely on any provision (including, but not limited to, those as expressly provided in the Agreement or other terms implied by statute or common law, not permitted by law.</p>   |
| <p>11.5 No failure or delay in the performance of the Agreement shall be deemed to be a waiver of any s</p>  |  | <p>in exercising any of its rights under the Agreement, and no waiver by either Party of a breach of the Agreement shall be deemed to be a waiver of any same or any other provision.</p>  |
| <p>11.6 At any time after the request and cost of the Party, the Party shall request and cost of documents and do so requiring may re requiring the full be</p>    |  | <p>At each of the Parties shall, at the request and cost of the Party, the Party shall request and cost of documents and do so requiring may re requiring the full be</p>  |

## 12. Costs

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

## 13. Notices

- 13.1 All notices under this article shall be in writing and be deemed duly given if signed by, or on behalf of, the authorized officer of the Party giving the notice.
- 13.2 Notices shall be deemed to have been duly given:
- 13.2.1 when delivered in person to the addressee or other messenger (including registered mail) during business hours of the recipient; or
- 13.2.2 when sent, in person or by mail, to the addressee and a successful transmission report or return receipt is received; or
- 13.2.3 on the fifth day after mailing, if mailed by national ordinary mail; or
- 13.2.4 on the tenth day after mailing, if mailed by airmail, postage prepaid.
- in each case addressed to the last known address, present address, e-mail address, or facsimile number notified to the Party giving the notice.



14. **Time**

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

endeavours to complete provision of the Services, shall not be of the essence in the performance of any Service.

15. **Relationship of the Parties**

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

or, or be deemed to constitute, a partnership between the Parties, except as expressly provided, shall it constitute an agency of any other Party for any purpose.

15.2 Subject to any express agreement to the contrary in the Agreement, the Service Provider shall not, on behalf of the Client, enter into any contract, incur any liability, assume any obligation or incur any expense.

contrary in the Agreement, the Service Provider shall not, on behalf of the Client, enter into any contract, incur any liability, assume any obligation, give any warranty, incur any expense, express or implied, of any kind on behalf of the Client in any way.

16. **Set Off**

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

any deduction from, any invoice or payment due to the Service Provider on account of any right of set-off or counterclaim which the Client may have or for any reason whatsoever.

17. **Severance**

The Parties agree that, if any provision of the Agreement is found to be invalid, unenforceable or otherwise unenforceable, that / those provisions shall be deemed severed and the remainder of the Agreement shall remain in full force and effect.

or more of the provisions of the Agreement is found to be invalid, unenforceable, that / those provisions shall be deemed severed and the remainder of the Agreement. The remainder of the Agreement shall remain in full force and effect.

18. **Law and Jurisdiction**

18.1 These Terms and Conditions shall govern the obligations arising from the Agreement and construed in accordance with the law of England and Wales.

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

18.2 Any dispute, controversy or claim between the Parties relating to these Terms and Conditions and the obligations arising from the Agreement shall fall within the jurisdiction of the courts of England and Wales.

claim between the Parties relating to these Terms and Conditions and any non-contractual matters and (including therewith) shall fall within the jurisdiction of the courts of England and Wales.