

т

BACKGROUND:

These Terms and Conditions shall supervisors working for and/or <<Address>>] **OR** [a company r <<Company Registration Number requiring such services.

1. Definitions and Interpreta

1.1 In these Terms an following expression

"Agreement"

"Business Day"

"Commencement Date"

"Confidential Information"

"Door Supervisor"

"Premises"

"Services"

"SIA"

"Term"

- 1.2 Unless the context Conditions to:
 - 1.2.1 "writing", an communicat similar mear











SUPERVISION SERVICE

S

door supervision services by door name of Service Provider>> [of of Registration>> under number ice is at <<Address>>] to clients

e context otherwise requires, the anings:

een the Service Provider and the of door supervision services;

er than Saturday or Sunday) on are open for their full range of nsert location>>;

ch the Agreement comes into the Agreement;

ther Party, information which is by the other Party pursuant to or Agreement (whether orally or in dium, and whether or not the stated to be confidential or

ed, SIA licenced door supervisor Provider who shall be either an tractor of the Service Provider;

mises;

ision services to be provided by the Client as set out in Clause 2 Schedule of the Agreement;

ustry Authority, the regulatory urity industry in the United

Agreement as determined in the

ch reference in these Terms and

ion, includes a reference to any nic or facsimile transmission or

o-Contractors Own Insurance)

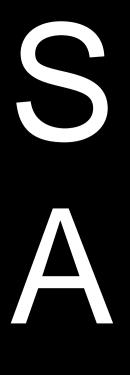
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- 1.2.2 a statute or provision as
- 1.2.3 "these Term Conditions a
- 1.2.4 a Clause or Conditions o
- 1.2.5 a "Party" or
- 1.3 The headings used and shall have no e
- 1.4 Words imparting the
- 1.5 References to any g

2. The Door Supervision Se

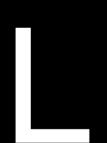
- 2.1 The Service Provid the Agreement an available all necess provision of the Ser
- 2.2 The Service Provid and the Service Lev
- 2.3 The Service Provid provision of the Se Client's logo or brar
- 2.4 The Service Provid trained and SIA lice purposes of these breaches undertake deemed to be an a Provider. Referen relevant, to include
- 2.5 The Services shall rules as provided by
- 2.6 Prior to the comme the Service Provide gather information i
 - 2.6.1 The layout o
 - 2.6.2 The location
 - 2.6.3 The venue of
 - 2.6.4 The licensin
 - 2.6.5 <<insert add
- 2.7 [In the event that Agreement by failin which otherwise ao Provider shall have Business Days of r nature whatsoever.]

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is a reference to that statute or at the relevant time;

reference to these Terms and nted at the relevant time;

e to a Clause of these Terms and ppropriate); and

parties to the Agreement.

nditions are for convenience only on hereof.

clude the plural and vice versa.

ther gender.

vices to the Client for the Term of notify obtain, maintain and make nd other facilities required for the

vices described in the Agreement ment at the Premises.

ssary equipment required for the provision of uniforms bearing the ided by the Client].

ired number of suitably qualified, to carry out the Services. For the nd the Agreement, any actions or such Door Supervisor(s) shall be ken or committed by the Service ovider" shall be deemed, where upervisor(s).

ce with any and all agreed house 4.

s, an authorised representative of survey of the Premises and shall o:

and exits (including fire exits);

uired>>.

mmits any breach of any of the Services or commits any breach ision of the Services, the Service h breach within <<insert period>> thout incurring any penalty of any

o-Contractors Own Insurance)

2

3. Sub-Contracting

- 3.1 When providing Do sub-contractors pro trained and SIA lice
- 3.2 Any sub-contractor for the purposes of accordance with s instruction of) the s committed by any s be an action or br References to "the include references to
- 3.3 Any and all sub-Provider shall be re Clause 5.3.

4. Client's Obligations

- 4.1 The Client shall all authorised personn the Premises for the
- 4.2 The Client shall provide with such information the Services as the time to time reasonal services and the services as the time to time reasonal services and the services and the services and the services are the services and the services are the services ar
- 4.3 The Client shall pro required prior to the
- 4.4 The Client shall, p Service Provider w Provider and/or the the Services. Such
- 4.5 The Client and the to keep each othe rendering of the S Service Provider sh requirements. The payable under the *i* cost to the Service shall be reduced ac
- 4.6 In the event that the Service Provider, s Service Provider fr under the Agreeme as possible and the delay in the provisio











vice Provider shall be free to use ontractors are suitably qualified,

nted by the Service Provider shall, itions and the Agreement, and in ng on behalf of (and under the ctions or breaches undertaken or r Supervisors shall be deemed to nmitted by the Service Provider. be deemed, where relevant, to por Supervisors.

isors appointed by the Service wn insurance as detailed in sub-

the Door Supervisor(s) and other access at all reasonable times to services.

ler and/or the Door Supervisor(s) Premises and the performance of the Door Supervisor(s) may from

r with any information reasonably ervices.

ent of the Services, provide the ouse rules to which the Service st adhere during the provision of ot be limited to), dress codes.

ch use all reasonable endeavours al requirements applicable to the t necessary and appropriate the to comply with any such special rise to any increase in the fees ve rise to a reduction in the actual e Services then the fees payable

/, not being a subcontractor of the ning which prevents or delays the plying with any of its obligations ider shall notify the Client as soon have no liability in respect of any asioned.

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5. **Insurance and Liability**

- 5.1 The Service Provid Agreement, the follo
 - 5.1.1 Public liabilit sum>> in an
 - 5.1.2 [Employers £<<insert su
- 5.2 The Service Provid Client copies of th insurance referred with evidence that a
- 5.3 Any and all sub-Provider pursuant t the Agreement, the
 - 5.3.1 Public liabilit sum>> in an
 - 5.3.2 [Employers £<<insert su
- 5.4 The Service Provi contractor Door S policies and cover r Clause 5.3 duly d premiums thereon a

6. **Payments and Records**

- 6.1 The Client shall pay Agreement for the S
- 6.2 All sums payable t other tax (except co shall be additionally
- 6.3 All payments requ <<insert period>> currency>> in clear Party may from tir deduction except s deduct or withhold t
- 6.4 If either Party is red relation to any payr power which may payment is due to a that deduction or w agreement from tim to whom the pay withholding and pay
- 6.5 Where any payme Business Day, it ma
- 6.6 Each Party shall:

for at least the duration of the

hum limit of indemnity of £<<insert

a minimum limit of indemnity of ce.1

the Client, promptly deliver to the otes in effect in respect of the v certified as true copies together duly paid up to date.

isors appointed by the Service place, for at least the duration of ies:

um limit of indemnity of £<<insert

a minimum limit of indemnity of ce.1

y the Client, procure that subver to the Client copies of the of the insurance referred to in subtogether with evidence that all

accordance with the terms of the Service Provider.

exclusive of any value added or exes on profit, for which that Party

ther Party must be made within vant invoice in <<insert type of h <<insert location>> as the other ithout any set-off, withholding or tax as that Party is required to

ny tax deduction or withholding in to make, it shall do all things in its or assist the Party to whom the (if that is not possible) a credit for olicable double taxation or similar all from time to time give the Party idence as to the deduction or ted or withheld.

de on a day on which is not a llowing Business Day.

b-Contractors Own Insurance)





- 6.6.1 keep, or ens as are neces accurately c
- 6.6.2 [at the reasoning agent to extent that the theorem is a set of them; and
- 6.6.3 [within <<in: own expens the accuracy
- 6.7 If either Party fails t other then, without p from the due date judgment, at <<inse Bank Plc base rate

7. Confidentiality

- 7.1 Each Party underta authorised in writ continuance of the termination:
 - 7.1.1 keep confide
 - 7.1.2 not disclose
 - 7.1.3 not use any contemplate but not limite
 - 7.1.4 not make ar any Confider
 - 7.1.5 ensure that contractors of be a breach
- 7.2 Either Party may:
 - 7.2.1 disclose any
 - 7.2.1.1 any s 7.2.1.2 any g
 - 7.2.1.3 any afore

to such exte the Agreem Services), or first informi Confidential disclosure is above or ar submitting to question, as













uch records and books of account nt of any sums payable by it to be

ner Party, allow the other Party or and books of account and, to the tion of those sums, to take copies

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

hy amount which is payable to the 5.5, that amount shall bear interest in full, both before and after any nnum over <<insert bank name>>

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

rmation;

tion to any other party;

h for any purpose other than as erms of the Agreement (including, Services);

ny way or part with possession of

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

to:

of that Party;

hority or regulatory body; or

f that Party or of any of the es or bodies;

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

o-Contractors Own Insurance)

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the Confide purposes for

- 7.2.2 use any Cor other persor or at any tin fault of that disclose any knowledge.
- 7.3 The provisions of th terms, notwithstand

8. Term and Termination

- 8.1 The Agreement sha continue for an agr Clause 8.
- 8.2 Either Party shall h notice period>> writ Term (or any furthe the Agreement for a
- 8.3 Either Party may te <<insert notice peri minimum Term of th
- 8.4 Either Party may im to the other Party if:
 - 8.4.1 any sum ov provisions o Business Da
 - 8.4.2 the other Pa the Agreeme it within <<i notice givin remedied;
 - 8.4.3 an encumbr company, a that other Pa
 - 8.4.4 the other Pa being a con the meaning
 - 8.4.5 the other Pa made agains the purposes a manner the bound by or the Agreeme
 - 8.4.6 anything an jurisdiction o
 - 8.4.7 that other Pa



ential and to use it only for the nade; and

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

e in force in accordance with their Agreement for any reason.

s Commencement Date and shall , subject to the provisions of this

e by giving not less than <<insert any time prior to the expiry of the greement is extended) to extend ed between the Parties.

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

Agreement by giving written notice

he other Party under any of the pt paid within <<insert period>> yment;

reach of any of the provisions of apable of remedy, fails to remedy s Days after being given written breach and requiring it to be

, or where the other Party is a f any of the property or assets of

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

or firm, has a bankruptcy order , goes into liquidation (except for tion or re-construction and in such therefrom effectively agrees to be mposed on that other Party under

foregoing under the law of any her Party;

to cease, to carry on business; or

o-Contractors Own Insurance)

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- 8.4.8 control of the persons not Agreement. "connected Sections 112
- 8.5 For the purposes of remedy if the Party respects.
- 8.6 The rights to termin remedy of either Pa breach.

9. Effects of Termination

Upon the termination of the

- 9.1 any sum owing by e immediately due an
- 9.2 Clauses 1, 7, 12 an
- 9.3 any rights or obliga subject before term
- 9.4 termination shall no which the terminatin termination or any may have in respe before the date of te
- 9.5 subject as provided rights neither Party
- 9.6 each Party shall (e cease to use, eithe shall immediately re control which contai

10. Force Majeure

Neither Party shall be liab where such failure or dela control of that Party. Su Internet Service Provider earthquakes, acts of terror that is beyond the control of

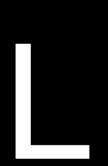
11. Nature of the Agreement

11.1 Each Party shall be and to exercise any member of its grou shall, for all the pu omission of the Par

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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.

ach shall be considered capable of ith the provision in question in all

Il not prejudice any other right or ch concerned (if any) or any other

on:

nder the Agreement shall become

:t;

he Parties may be entitled or be force and effect;

right to damages or other remedy pect of the event giving rise to the or other remedy which any Party Agreement which existed at or

except in respect of any accrued r obligation to the other; and

rred to in Clause 7) immediately any Confidential Information, and ny documents in its possession or itial Information.

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

of the obligations undertaken by it the Agreement through any other or omission of that other member ent, be deemed to be the act or

o-Contractors Own Insurance)

- 11.2 Subject to sub-Clau the Parties and neit by floating charge) or otherwise delega consent of the other
- 11.3 The Agreement sha respect to its subject in writing signed by
- 11.4 Each Party acknow on any representat to, these Terms Agreement, and all common law are ex
- 11.5 No failure or delay Agreement shall be either Party of a bre be a waiver of any s
- 11.6 At any time after th request and cost of documents and do so requiring may re requiring the full be

12. Costs

Subject to any provisions incidental to the negotiation Agreement.

13. Notices

- All notices under th if signed by, or on notice.
- 13.2 Notices shall be dee
 - 13.2.1 when delive registered m
 - 13.2.2 when sent, in report or retu
 - 13.2.3 on the fifth ordinary mai
 - 13.2.4 on the tent postage pre

in each case add facsimile number no





he Agreement shall be personal to ortgage, or charge (otherwise than rights thereunder, or sub-contract hereunder, except with the written to be unreasonably withheld.

eement between the Parties with modified except by an instrument sentatives of the Parties.

nto the Agreement, it will not rely rovision (including, but not limited t as expressly provided in the r other terms implied by statute or nt permitted by law.

cising any of its rights under the r of that right, and no waiver by he Agreement shall be deemed to same or any other provision.

t each of the Parties shall, at the or procure the execution of such such acts and things as the Party purpose of giving to the Party so of the Agreement.

rty shall pay its own costs of and on and carrying into effect of the

writing and be deemed duly given sed officer of the Party giving the

given:

ier or other messenger (including ss hours of the recipient; or

nail and a successful transmission or

g mailing, if mailed by national

ng mailing, if mailed by airmail,

ent address, e-mail address, or

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14. **Time**

The Service Provider shal the Services within estimat performance of any Service

15. Relationship of the Partie

- 15.1 Nothing in the Ag partnership betwee constitute, or be de purpose.
- 15.2 Subject to any ex Service Provider sh enter into any contr liability, assume an behalf of the Client

16. Set Off

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

17. Severance

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

18. Law and Jurisdiction

- 18.1 These Terms and obligations arising and construed in ac
- 18.2 Any dispute, contro these Terms and obligations arising jurisdiction of the co



leavours to complete provision of shall not be of the essence in the

, or be deemed to constitute, a pt as expressly provided, shall it igency of any other Party for any

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

iny deduction from, any invoice or eason of any right of set-off or ege to have or for any reason

r more of the provisions of the rwise unenforceable, that / those mainder of the Agreement. The ceable.

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

im between the Parties relating to any non-contractual matters and d therewith) shall fall within the es.