

<<INSERT SERVICE PROVIDER
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SECURITY GUARDING SERVICE
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BACKGROUND:

These Terms and Conditions shall govern the provision of security guarding services by security guards working on behalf of <<insert name of Service Provider>> [of <<Address>>] OR under number <<Company Registration Number>> [of <<Address>>] to clients requiring s

on of manned security guarding services on behalf of <<insert name of Service Provider>> [of <<Address>>] OR under number <<Company Registration Number>> [of <<Address>>] whose registered office is at

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 manned security guarding 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 in accordance with the Agreement;

“Confidential Information”

information disclosed by either Party, information which is confidential to either Party, information which is disclosed 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 expressly stated to be confidential or otherwise);

“Premises”

the premises;

“Security Guard”

any person employed, engaged, SIA licenced security guard or contractor of the Service Provider who shall be either an employee or a contractor of the Service Provider;

“Services”

the provision of security guarding services to be provided by the Service Provider to the Client as set out in the Service Level 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 or the Conditions to:

which reference in these Terms and

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1.2.1 "writing", and communication, includes a reference to any electronic or facsimile transmission or similar means;

1.2.2 a statute or regulation is a reference to that statute or regulation in force 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 paragraph of these Terms and Conditions 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 these Terms and Conditions are for convenience only and shall have no effect on the interpretation of the Agreement.

1.4 Words imparting the singular include the plural and vice versa.

1.5 References to any gender include the other gender.

2. The Manned Guarding Services

2.1 The Service Provider shall provide the Manned Guarding Services to the Client for the Term of the Agreement and shall ensure that all necessary resources are promptly obtain, maintain and make available all necessary resources and other facilities required for the provision of the Services.

2.2 The Service Provider shall provide the Manned Guarding Services described in the Agreement and the Service Level Agreement (SLA) at the agreed rates and charges.

2.3 The Service Provider shall provide the Manned Guarding Services using equipment as specified in the Agreement.

2.4 The Service Provider shall employ suitably qualified, trained and experienced Security Guard(s) to carry out the Manned Guarding Services. For the purposes of this Agreement, any act or omission taken or committed by any such Security Guard(s) shall be deemed, where necessary, to be the act or omission of the Service Provider. In the event of any action or breach undertaken or committed by any such Security Guard(s) in breach of the Terms and Conditions and the Manned Guarding Services, the Service Provider shall be deemed to be liable for the consequences to "the Service Provider" shall be deemed to be the consequences to the Security Guard(s).

2.5 Prior to the commencement of the Manned Guarding Services, an authorised representative of the Service Provider shall conduct a pre-work survey of the Premises and shall gather information in relation to:

2.5.1 The layout of the Premises;

2.5.2 The location of the Premises and exits (including fire exits);

2.5.3 Details of all systems and equipment currently in use on the Premises;

2.5.4 Details of any safety procedures;

2.5.5 <<insert additional information as required>>.

2.6 During the provision of the Manned Guarding Services, the Security Guard(s) shall be bound by the policies of the Service Provider (as relevant) and shall comply with the Client's [company policies] OR [internal policies] and the Manned Guarding Services Agreement.

2.7 [In the event that the Client breaches any breach of any of the terms and conditions of the Manned Guarding Services, the Client shall be deemed to be liable for the consequences to the Security Guard(s).

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and conditions of the Agreement, the Service Provider commits any breach of the Agreement in providing the Services, the Service Provider shall be liable to remedy such breach within <<insert period>> Business Days from the Client, without incurring any penalty of any kind.

to provide any of the Services or which adversely affects the provision of the Services, the Service Provider shall be liable to remedy such breach within <<insert period>> Business Days from the Client, without incurring any penalty of any kind.

3. **Sub-Contracting**

3.1 When providing Services, the Service Provider shall be free to use sub-contractors provided that such sub-contractors are suitably qualified, trained and SIA licensed.

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 the Service Provider. Any actions or breaches committed by any sub-contractor shall be deemed to be committed by the Service Provider. References to "the Service Provider" shall include references to sub-contractors.

Any sub-contractor engaged by the Service Provider shall, for the purposes of the Agreement, be deemed to be acting on behalf of the Service Provider. Any actions or breaches committed by any sub-contractor shall be deemed to be committed by the Service Provider. References to "the Service Provider" shall include references to sub-contractors.

3.3 Any and all insurance policies covering sub-contractors so appointed shall cover all sub-contractors so appointed 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 at all reasonable times to the Premises for the purpose of providing the Services.

The Client shall allow the Service Provider and its authorised personnel access at all reasonable times to the Premises for the purpose of providing the Services.

4.2 The Client shall provide the Service Provider and/or the Security Guard(s) with such information in relation to the Premises and the performance of the Services as the Service Provider and/or the Security Guard(s) may from time to time reasonably require.

The Client shall provide the Service Provider and/or the Security Guard(s) with such information in relation to the Premises and the performance of the Services as the Service Provider and/or the Security Guard(s) 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.

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

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

4.5 The Client shall, prior to the provision of the Services, provide the Service Provider with its company policies] OR [internal rules] and/or procedures for the provision of the Services as specified under sub-Clause 2.6.

The Client shall, prior to the provision of the Services, provide the Service Provider with its company policies] OR [internal rules] and/or procedures for the provision of the Services as specified under sub-Clause 2.6.

4.6 The Client and the Service Provider shall use all reasonable endeavours to keep each other informed of any special requirements applicable to the rendering of the Services. The Service Provider shall not be liable for any increase in the fees payable pursuant to Clause 2.6. The Service Provider shall not be liable for any increase in the fees payable pursuant to Clause 2.6.

The Client and the Service Provider shall use all reasonable endeavours to keep each other informed of any special requirements applicable to the rendering of the Services. The Service Provider shall not be liable for any increase in the fees payable pursuant to Clause 2.6. The Service Provider shall not be liable for any increase in the fees payable pursuant to Clause 2.6.

4.7 In the event that the Service Provider, or any subcontractor of the Service Provider, is prevented or delayed in the performance of the Services, the Service Provider shall not be liable for any increase in the fees payable pursuant to Clause 2.6.

In the event that the Service Provider, or any subcontractor of the Service Provider, is prevented or delayed in the performance of the Services, the Service Provider shall not be liable for any increase in the fees payable pursuant to Clause 2.6.

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5. Insurance and Liability

5.1 The Service Provider
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for at least the duration of the

5.1.1 Public liability
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5.1.2 [Employers
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a minimum limit of indemnity of
ce.]

5.2 The Service Provider
Client copies of the
insurance referred to
with evidence that a

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

5.3 Any act or omi
representative or ag
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ary, employee, sub-contractor,
der involved in the performance of
on to the Agreement as an act or

6. Payments and Records

6.1 The Client shall pay
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accordance with the terms of the
Service Provider.

6.2 All sums payable b
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shall be additionally

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6.3 All payments requ
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evant invoice in <<insert type of
n <<insert location>> as the other
without any set-off, withholding or
tax as that Party is required to

6.4 If either Party is re
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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
licable double taxation or similar
all from time to time give the Party
vidence as to the deduction or
ted or withheld.

6.5 Where any payme
Business Day, it ma

ade on a day on which is not a
ollowing Business Day.

6.6 Each Party shall:

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6.6.1 keep, or ensure that such records and books of account as are necessary for the proper maintenance of any sums payable by it to be accurately compiled and preserved.

6.6.2 [at the reasonable request of the other Party, allow the other Party or its agent to inspect and copy all such records and books of account and, to the extent that they are in the possession of those sums, 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 comply with the provisions of sub-Clause 6.5, that amount shall bear interest from the due date until payment in full, both before and after any judgment, at <<insert rate>> per annum over <<insert bank name>> Bank Plc base rate

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7. Confidentiality

7.1 Each Party undertakes to keep confidential any 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 and for <<insert period>> years] after its termination:

7.1.1 keep confidential any information;

7.1.2 not disclose any information to any other party;

7.1.3 not use any information for any purpose other than as contemplated in the Agreement (including, but not limited to, the provision of Services);

7.1.4 not make any information available in any way or part with possession of any information;

7.1.5 ensure that any disclosure by its officers, employees, agents, sub-contractors or subcontractors would not be a breach of any Confidentiality obligation under Clauses 7.1.1 to 7.1.4 above.

7.2 Either Party may:

7.2.1 disclose any information to:

7.2.1.1 any subsidiary of that Party;

7.2.1.2 any government authority or regulatory body; or

7.2.1.3 any other person, officer or body of that Party or of any of the subsidiaries or bodies;

provided that such disclosure is limited to such extent as is necessary for the purposes contemplated by the Agreement (including, but not limited to, the provision of the Services), or for the purposes of the first information in each case subject to that Party first informing the person or body in question that the Confidentiality obligation is not intended to apply and (except where the Confidentiality obligation is not intended to apply) obtaining and agreeing to such undertaking from the person in question, as a condition of the terms of this Clause 7, to keep

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the Confidential and to use it only for the purposes for which it was made; and

Confidential and to use it only for the purposes for which it was made; and

7.2.2 use any Confidential Information for any other purpose, or disclose it to any other person, or at any time, in any form, or by any means, public knowledge through no fault of that Party, or in doing so that Party does not disclose any Confidential Information which is not public knowledge.

any purpose, or disclose it to any other person, or at any time, in any form, or by any means, public knowledge through no fault of that Party, or in doing so that Party does not disclose any Confidential Information which is not public knowledge.

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

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

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8. Term and Termination

8.1 The Agreement shall commence on the Commencement Date and shall continue for an agreed period, subject to the provisions of this Clause 8.

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

Either Party shall have the right to terminate the Agreement by giving not less than <<insert notice period>> written notice to the other Party at any time prior to the expiry of the Term (or any further period to which 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 minimum Term shall be set out in the Agreement).

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 minimum Term shall be set out in the Agreement).

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

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

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

any sum owed to the other Party under any of the provisions of this Agreement is not paid within <<insert period>> Business Days after the due date;

8.4.2 the other Party is in breach of any of the provisions of the Agreement which are 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;

the other Party is in breach of any of the provisions of the Agreement which are 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;

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;

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

the other Party enters into a voluntary arrangement with its creditors or is placed into an administration order (within the meaning of Section 86);

8.4.5 the other Party is a company, or firm, has a bankruptcy order made against it, or goes into liquidation (except for the purposes of a reconstruction or re-construction and in such a manner that the other Party is bound by or subject to the provisions of the Agreement);

the other Party is a company, or firm, has a bankruptcy order made against it, or goes into liquidation (except for the purposes of a reconstruction or re-construction and in such a manner that the other Party is bound by or subject to the provisions of the Agreement);

8.4.6 anything which is prohibited by the law of any jurisdiction or which is otherwise unlawful;

anything which is prohibited by the law of any jurisdiction or which is otherwise unlawful;

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8.4.7 that other Pa
8.4.8 control of th
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Sections 112

to cease, to carry on business; or
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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ch concerned (if any) or any other

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9. **Effects of Termination**

Upon the termination of the

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9.1 any sum owing by e
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9.2 Clauses 1, 7, 12 an

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9.3 any rights or obligat
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Parties to the Agreement may be
hall remain in full force and effect;

9.4 termination shall no
which the terminati
termination or any
may have in respec
before the date of te

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
r obligation to the other; and

9.6 each Party shall (e
cease to use, eithe
shall immediately re
control which conta

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

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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 o

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

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11. **Nature of the Agreement**

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

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r the Agreement through any other
or omission of that other member
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11.2 Subject to sub-Clas
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otherwise delegate
consent of the other

11.3 The Agreement sha
respect to its subject
in writing signed by

11.4 Each Party acknow
on any representa
provided in the Ag
implied by statute o
by law.

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
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so requiring may re
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the Agreement is personal to the
age, or charge (otherwise than by
rights hereunder, or sub-contract or
hereunder, except with the written
to be unreasonably withheld.

reement between the Parties with
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representatives of the Parties.

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

cising any of its rights under the
er of that right, and no waiver by
the 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.

12. **Costs**

Subject to any provisions
incidental to the negotiati
Agreement.

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

13. **Notices**

13.1 All notices under th
if signed by, or on
notice.

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

13.2 Notices shall be de

given:

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registered m

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

13.2.2 when sent, i
report or retu

mail and a successful transmission
or

13.2.3 on the fifth
ordinary mai

g mailing, if mailed by national

13.2.4 on the tent
postage pre

ng mailing, if mailed by airmail,

in each case add
facsimile number no

ent address, e-mail address, or

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14. **Time**

The Service Provider shall complete the Services within estimated performance of any Service

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

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15. **Relationship of the Parties**

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

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

15.2 Subject to any express provision to the contrary in the Agreement, the Service Provider shall not be deemed to enter into any contract, incur any liability, assume any obligation or act on behalf of the Client

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

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16. **Set Off**

The Client may not withhold or set off any other amount due to the Service Provider by reason of a counterclaim which the Client has or may have whatsoever.

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

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17. **Severance**

The Parties agree that, if any provision of the Agreement is found to be unenforceable, the remainder of the Agreement shall remain enforceable.

or more of the provisions of the Agreement otherwise unenforceable, that / those provisions of the Agreement. The remainder of the Agreement shall remain enforceable.

18. **Law and Jurisdiction**

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

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

18.2 Any dispute, controversy or claim between the Parties relating to the Agreement (including those arising out of the Agreement and obligations arising out of the Agreement) shall fall within the jurisdiction of the courts of England and Wales.

claim between the Parties relating to any non-contractual matters and (including those arising out of the Agreement and therewith) shall fall within the jurisdiction of the courts of England and Wales.

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