

<<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>>] OF <<insert name of Client>> under number <<Company Registration Number>> <<insert number>> at <<Address>>] to clients requiring s

on of manned security guarding services on behalf of <<insert name of Service Provider>> <<insert name of Client>> in <<Country of Registration>> whose registered office is at <<Address>>

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 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 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 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 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 otherwise requires, any reference in these Terms and Conditions to:

any reference in these Terms and Conditions 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 “these Terms and Conditions” as in force at the relevant time;
- 1.2.4 a Clause or Condition of these Terms and Conditions of the Agreement (as appropriate); and
- 1.2.5 a “Party” or “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.
- 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 Manned Guarding Services

- 2.1 The Service Provider shall provide the Client with the Services for the Term of the Agreement and shall make available all necessary resources and facilities required for the provision of the Services.
- 2.2 The Service Provider shall provide the Services described in the Agreement and the Service Level Requirements.
- 2.3 The Service Provider shall provide the Services using the equipment as specified in the Agreement.
- 2.4 The Service Provider shall provide the Services using a suitably qualified, trained and experienced Security Guard(s) to carry out the Services. For the purposes of the Agreement, any action or breach undertaken or committed by any such Security Guard(s) shall be deemed, where relevant, to be an action or breach undertaken or committed by the Service Provider.
- 2.5 Prior to the commencement of the Services, an authorised representative of the Service Provider shall conduct a survey of the Premises and shall provide the Client with a written report of the findings of the survey. The report shall include the following information:
- 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 any existing security systems and equipment currently in use;
- 2.5.4 Details of any existing security procedures;
- 2.5.5 <<insert additional information as required>>.
- 2.6 During the provision of the Services, the Security Guard(s) shall comply with the Client's [company policies] OR [internal policies] and the Client's [company Agreement].
- 2.7 [In the event that the Service Provider commits any breach of any of the terms

and conditions of the Agreement, the Service Provider commits any breach of the Agreement in connection with the Services, the Service Provider shall, within the period of time specified in the Agreement, remedy such breach within the period of time specified in the Agreement, 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, within the period of time specified in the Agreement, remedy such breach within the period of time specified in the Agreement, 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.

3.1 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 and instruction 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 any sub-contractor.

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 and instruction 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 any sub-contractor.

3.3 Any and all sub-contractors engaged by the Service Provider shall be required to comply with the terms and conditions of the Agreement as detailed in sub-Clause 5.3.

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4. Client's Obligations

4.1 The Client shall allow the Service Provider, the Security Guard(s) and other authorised personnel to enter and/or access at all reasonable times to the Premises for the purpose of providing the Services.

4.1 The Client shall allow the Service Provider, the Security Guard(s) and other authorised personnel to enter and/or access at all reasonable times to the Premises for the purpose of providing the Services.

4.2 The Client shall provide the Service Provider with such information in connection with the Services as the Service Provider may from time to time reasonably require.

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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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4.5 The Client shall, prior to the provision of the Services, provide the Service Provider with any information reasonably required prior to the provision of the Services, including any company policies, internal rules, and/or procedures that the Client, the Service Provider and/or the Security Guard(s) must adhere during the provision of the Services as specified under sub-Clause 2.6.

4.5 The Client shall, prior to the provision of the Services, provide the Service Provider with any information reasonably required prior to the provision of the Services, including any company policies, internal rules, and/or procedures that the Client, the Service Provider and/or the Security Guard(s) must adhere during 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 Client shall not be liable for any increase in the fees payable pursuant to the Agreement or for any reduction in the actual cost to the Service Provider of the Services then the fees payable pursuant to Clause 5.3.

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 Client shall not be liable for any increase in the fees payable pursuant to the Agreement or for any reduction in the actual cost to the Service Provider of the Services then the fees payable pursuant to Clause 5.3.

4.7 In the event that the Service Provider, or any sub-contractor of the Service Provider, is prevented or delayed in the provision of the Services, not being a subcontractor of the Service Provider, which prevents or delays the provision of the Services, the Service Provider shall, within the period of time specified in the Agreement, remedy such breach within the period of time specified in the Agreement, without incurring any penalty of any kind.

4.7 In the event that the Service Provider, or any sub-contractor of the Service Provider, is prevented or delayed in the provision of the Services, not being a subcontractor of the Service Provider, which prevents or delays the provision of the Services, the Service Provider shall, within the period of time specified in the Agreement, remedy such breach within the period of time specified in the Agreement, without incurring any penalty of any kind.

Service Provider from
under the Agreement
as possible and the
delay in the provision

plying with any of its obligations
ider shall notify the Client as soon
have no liability in respect of any
asoned.

5. Insurance and Liability

5.1 The Service Provider
Agreement, the follow

for at least the duration of the

5.1.1 Public liability
sum>> in an

num limit of indemnity of £<<insert

5.1.2 [Employers
£<<insert su

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 and all sub-con
pursuant to Clause
Agreement, the follow

appointed by the Service Provider
for at least the duration of the

5.3.1 Public liability
sum>> in an

num limit of indemnity of £<<insert

5.3.2 [Employers
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5.4 The Service Provider
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5.3 duly certified a
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by the Client, procure that sub-
to the Client copies of the policies
insurance referred to in sub-Clause
with evidence that all premiums

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

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

6.3 All payments requ
<<insert period>>
currency>> in clear
Party may from tim
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deduct or withhold b

ther Party shall be made within
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
relation to any paym
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payment is due to c
that deduction or w

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

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agreement from time to time to whom the payee shall give the Party evidence as to the deduction or not deducted or withheld.

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 to enable it to be satisfied as to the amount of any sums payable by it to be accurately calculated;

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 its possession, to take copies of them; and

6.6.3 [within <<insert period>> of the end of each year, obtain at its own expense from an independent Party an auditors' certificate as to the accuracy of its accounts for that year.]

6.7 If either Party fails to comply with any of the provisions of sub-Clause 6.5, that amount shall bear interest at the rate of <<insert rate>> per annum over <<insert bank name>> Bank Plc base rate

all from time to time give the Party evidence as to the deduction or not deducted or withheld.

made on a day on which is not a Business Day.

such records and books of account as are necessary to enable it to be satisfied as to the amount of any sums payable by it to be accurately calculated;

her 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 its possession, to take copies of those sums, to take copies

the end of each year, obtain at its own expense from an independent Party an auditors' certificate as to the accuracy of its accounts for that year.]

any amount which is payable to the other Party in pursuance of sub-Clause 6.5, that amount shall bear interest at the rate of <<insert rate>> per annum over <<insert bank name>>

7. Confidentiality

7.1 Each Party undertakes not to disclose any information authorised in writing by the other Party during the continuance of the Agreement and 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 by the terms of the Agreement (including, but not limited to, the provision of the Services);

7.1.4 not make any disclosure in any way or part with possession of any Confidential Information;

7.1.5 ensure that its contractors and subcontractors do not breach any of the provisions of 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 if that Party or of any of the subsidiaries or bodies;

to such extent as may be required for the purposes contemplated by the Agreement, but not limited to, the provision of the

provided by sub-Clause 7.2 or as otherwise permitted in writing. It shall, at all times during the term of the Agreement and for <<insert period>> years] after its termination;

information;

disclosure to any other party;

for any purpose other than as contemplated by the terms of the Agreement (including, but not limited to, the provision of the Services);

in any way or part with possession of any Confidential Information;

officers, employees, agents, subcontractors and consultants, which, if done by that Party, would constitute a breach of any of the provisions of Clauses 7.1.1 to 7.1.4 above.

to:

any subsidiary of that Party;

any government authority or regulatory body; or

any other person if that Party or of any of the subsidiaries or bodies;

for the purposes contemplated by the Agreement, but not limited to, the provision of the

Services), or
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7.2.2 use any Cor
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7.3 The provisions of th
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8. Term and Termination

8.1 The Agreement sha
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Clause 8.

8.2 Either Party shall h
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8.3 Either Party may te
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8.4 Either Party may im
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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

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

in force in accordance with their
Agreement for any reason.

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

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

y 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

ne other Party under any of the
ot paid within <<insert period>>
yment;

breach of any of the provisions of
capable of remedy, fails to remedy
s Days after being given written
e 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
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or firm, has a bankruptcy order
, goes into liquidation (except for

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the Agree

tion or re-construction and in such
therefrom effectively agrees to be
imposed on that other Party under

8.4.6 anything an
jurisdiction o

foregoing under the law of any
her Party;

8.4.7 that other Pa

to cease, to carry on business; or

8.4.8 control of th
persons not
Agreement.
"connected"
Sections 112

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
remedy if the Party
respects.

each shall be considered capable of
with the provision in question in all

8.6 The rights to termi
remedy of either Pa
breach.

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

9. Effects of Termination

Upon the termination of the

on:

9.1 any sum owing by e
immediately due an

nder the Agreement shall become

9.2 Clauses 1, 7, 12 an

st;

9.3 any rights or obliga
entitled or be subje

Parties to the Agreement may be
shall remain in full force and effect;

9.4 termination shall no
which the terminati
termination or any
may have in respo
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.

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,
mental action or any other event

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11. Nature of the Agreement

- 11.1 Each Party shall be bound to exercise any and to exercise any member of its group shall, for all the purposes of the Agreement, be deemed to be the act or omission of the Parties.
- 11.2 Subject to sub-Clause 11.3, the Agreement is personal to the Parties and neither Party shall, by assignment, mortgage, or charge (otherwise than by way of security for the performance of obligations hereunder, or sub-contract or otherwise delegate any of its obligations hereunder, except with the written consent of the other Party, to be unreasonably withheld.
- 11.3 The Agreement shall be binding on the Parties with respect to its subject matter and shall not be modified except by an instrument in writing signed by the authorized representatives of the Parties.
- 11.4 Each Party acknowledges that, in entering into the Agreement, it does not rely on any representation or warranty, express or implied, provided in the Agreement or otherwise, except as expressly provided in the Agreement, conditions, warranties or other terms implied by statute or common law, to the fullest extent permitted by law.
- 11.5 No failure or delay in the performance of the Agreement shall be deemed to be a waiver of any right or remedy of either Party of a breach of the Agreement shall be deemed to be a waiver of any right or remedy of the same or any other provision.
- 11.6 At any time after the execution of the Agreement, each of the Parties shall, at the request and cost of the other Party, execute or procure the execution of such documents and do such acts and things as the Party may reasonably require for the purpose of giving to the Party so as to give full effect to the Agreement.

12. Costs

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

13. Notices

- 13.1 All notices under the Agreement 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 be duly given:
- 13.2.1 when delivered to the recipient by registered mail or other messenger (including overnight delivery) outside of business hours of the recipient; or
- 13.2.2 when sent, if received, by email and a successful transmission report or return receipt is received.

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13.2.3 on the fifth day of the month following mailing, if mailed by national ordinary mail

g mailing, if mailed by national

13.2.4 on the tenth day of the month following mailing, if mailed by airmail, postage prepaid

g mailing, if mailed by airmail,

in each case addressed to the Client at the last address, e-mail address, or facsimile number notified to the Service Provider

ent address, e-mail address, or

14. Time

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

leavours to complete provision of the Services 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, or be deemed to constitute, a partnership between the Parties, or any agency of any other Party for any purpose.

, or be deemed to constitute, a partnership between the Parties, or any 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 its behalf or on behalf of the Client, enter into any contract, incur any liability, assume any obligation, or

contrary in the Agreement, the Service Provider shall not, on its behalf or on behalf of the Client, enter into any contract, incur any liability, assume any obligation, or

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16. Set Off

The Client may not withhold or set off any deduction from, any invoice or other amount due to the Client on account of any right of set-off or counterclaim which the Client may have or for any reason whatsoever.

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

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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 to be severed from the remainder of the Agreement and shall not affect the remainder of the Agreement.

or more of the provisions of the Agreement is found to be invalid, unenforceable, that / those provisions shall be deemed to be severed from the remainder of the Agreement. The remainder of the Agreement shall remain enforceable.

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18. Law and Jurisdiction

18.1 These Terms and Conditions and the obligations arising thereunder shall be governed by, interpreted and construed in accordance with the law of England and Wales.

any non-contractual matters and (together with these Terms and Conditions and the obligations arising thereunder) shall be governed by, interpreted and construed in accordance with 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 thereunder shall fall within the jurisdiction of the courts of England and Wales.

claim between the Parties relating to these Terms and Conditions and the obligations arising thereunder shall fall within the jurisdiction of the courts of England and Wales.

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