

ALL Quotations, contracts or other arrangements entered into by Crown Security shall be construed according to and subject to the following Terms and/or conditions the following shall prevail.

1 The Services

- 1.1 Subject to the client complying fully with its obligations the company undertake to provide the services to the client at the premises on the terms and conditions set out in this agreement.
 - 1.2 All Security officers will be subject to supervision by senior personnel during the term of the contract.
 - 1.3 A site report book will maintain by the security officer who will note all matters affecting the security of the client's property. The site report book(s) remain the property of the company but shall be available for examination by the client.
 - 1.4 In the event of any form of industrial action affecting the premises and/or the client's employees, the company shall not be obliged to perform any duties or functions previously performed by the client's or any other person's involved in the industrial action but shall subject as aforesaid continue to perform the services to the extent possible in the circumstances.
 - 1.5 The company shall not be obliged to perform the service or any part of them where there is a risk of physical injury to its employees.
 - 1.6 Under no circumstances shall any security officer supplied hereunder be authorised by the company or the client to use, drive or move any motor vehicle or operate any industrial machinery belonging to, or in the custody, care or control of the client.
 - 1.7 The client acknowledges
 - (A) That whereas the company undertakes to provide the services in accordance with this agreement to the company does not and cannot guarantee the security of the client's property at the premises.
 - (B) That the essential nature of the service is that of providing a manned security service at the premises to reduce the risk of loss, damage or injury to the client's property.
 - (C) That whereas the company may agree to Undertake ancillary duties unrelated to the manned security the company does not Hold itself to be an expert or specialist in such fields.
 - (D) It is neither reasonable nor practical for the Company to be expected to have knowledge of the value of client's property and/or of any potential consequential losses, which might arise from any loss or damage to the client's property.
 - (E) That the company is not insurance company and that it is likely that the value of the client's property and/or of any potential losses will be or is disproportionate to the amounts which the company can reasonably charge the client under the agreement.
 - (F) That the company is unable to obtain insurance providing unlimited cover for its full potential liability to its clients. The client should or ought reasonably to maintain full insurance cover for loss or damage to any event.
 - (G) That the client has adequate insurance to cover any claims that a third party may bring against the company and which it is obliged to indemnify the company for in accordance with clause 8.12 hereof.
 - (H) That in the light of the foregoing it is fair and reasonable that the company should seek to limit and restrict its liability to the client as set out clause 8 of this agreement.
 - (I) that in respect of any mobile patrol service, key holding or response service, the service is in fact a shared service with or clients and accordingly the service may be temporarily interrupted or delayed if an incident detains the patrolman at another client's premises in the course of his round.
2. Provision of Facilities.
 - 2.1 The client will at all times provide and maintain such facilities at the premises as the company may reasonably require to carry out the performance of the services which facilities shall inter-alia include toilet facilities and the use of a telephone in connection with the provision of the services.

3. The Premises

- 3.1 The client hereby warrants that the provision of the services does not contravene any statutory or other regulation orders or bylaws affecting the premises or the business or businesses carried out at or from the premises by the client and will indemnify and keep Indemnified the company against any costs, claims, losses, damages or expenses it may incur or suffer as a result of any breach of this warranty.
 - (A) The client hereby warrants that the premises are safe for the company to carry out the services
 - (B) The client will indemnify and keep indemnified the company Against any costs, claims, losses, damages or expenses it may incur or suffer in connection with any loss of or damage to property belonging to the company, its officers, employees or sub-contractors or any physical injury suffered by any such persons arising in each case from the unsafe state of the premises or anything situated there Belonging to or under the control of the client.
 - (C) The client will affect adequate insurance cover with reputable insurers at the client's own expense for any liability it may incur under this sub clause.
- 3.2 The client hereby agrees and undertakes to liaise closely with the company's management over all material changes after the commencement date affecting the security of the premises and /or the client's property threat and the company's personnel and to advise immediately the company's management of all such changes.

4. Service Charge

- 4.1 All hours worked or mobile visits made on statutory public holidays, will be charged at double time rate, with the exception of Christmas day when treble time rate will apply.
- 4.2 The rate quoted will be held for a minimum period of 12 months from the agreed commencement date. The only variation being an increase in employer's national insurance contributions or any other financial levy imposed by government.
- 4.3 Invoices are submitted weekly/monthly and payment is required within 14 days of receipt.
- 4.4 If any payment to be paid by the client to the company under this agreement (in whole or part) is unpaid for a period of 7 days after it has become due the company may at any time thereafter give to the client 7 days written notice to terminate this agreement and unless such overdue sum has been paid before the expiration of such notice period the company shall without the need for giving further notice, have the absolute right at any time thereafter to cease to provide the services whereupon this agreement shall then terminate absolutely and the company's obligations hereunder shall cease, but with out prejudice to the liability of the client to the company in respect of any such or any other breach of this agreement.
- 4.5 Without prejudice to any other remedy which it may have the company shall be entitled to charge interest at the rate of 5 per cent per annum over base lending rate for the time being at the Bank of England on all overdue sums owned by the client to the company such interest to accrue from the date to day from the date when payment shall become due until the date when payment shall be made whether before or after any judgement. The client shall not be entitled to withhold payment of monies due under this agreement by reason of any claim, counter-claim or right of set off it may have or allege against the company or otherwise.

5 Additional Services

- 5.1 All or any additional services provided to the client at its request by the company will in the absence of express written agreement to the contrary be subject to the terms and conditions set out in this document.
- 5.2 Whilst the company will endeavour to comply with any request for additional services from the client, the client acknowledges that the company's ability to do so will be governed by the availability of suitable qualified personnel and the extent of the advance notification given by the client and may be subject to additional charge.

6. Company Equipment.

- 6.1 Upon termination of this agreement the client hereby grants permission to the company to enter the premises after giving reasonable notice and remove any company property.

7. Termination

- 7.1 Without prejudice to the provisions of paragraph A on page 1 of this agreement and sub-clause 4.4 above, this agreement may be terminated by either party forthwith if the other party is adjudged bankrupt or shall commence to be wound up or have a petition presented seeking the making of any administrative order other than for the purpose of a reconstruction or amalgamation or shall suffer the appointment of a receiver or any administrative receiver over all of any of its assets or arrangement or composition for the benefit of any or his or its creditors.

8. Liabilities and Insurance.

- 8.1 Subject to statute for the time being in force, the liability of the company (if any) to the client arising in any way whatsoever in respect of any loss or damage whatsoever in respect of any loss or damage whatsoever shall be limited in accordance with the following provision which are without prejudice to each other and to the other provisions of this agreement.
- 8.2 The company agrees to indemnify the client for all loss or damage to tangible goods or property belonging to or held in trust by the Client arising out of or by reason of the negligence or wilful default of the company or its servants or agents, other than acts of arson by employees in the performance of the said service up to limit of £2,000,000. However, loss or damage to the client's tangible goods or property arising out of the infidelity of the company, its servants or agents shall be limited to £100,000 including all costs, fees and expenses for any one occurrence or series of occurrences arising out of one event.
- 8.3 The company undertakes to insure for liabilities assumed under Paragraph 1 above and the client agree to indemnify the company for any loss, damage. Claim or expense in excess of the amounts specified.
- 8.4 The company is loss insured in respect of employer's liability insurance and public liability insurance. The limit of indemnity under the public liability insurance is £2,000,000 any one incident and unlimited during the period of insurance.
- 8.5 The company will at the client's written request increase the limits Of insurance referred to in paragraphs 8.2 and 8.4 above to such sum at the client shall specify. in that event there shall be substituted paragraphs 2 and 4 above such sum shown. The client shall be responsible for and hereby agrees to pay any additional premium incurred by the company in so increasing the limit of insurance.

- 8.6 If any officer or employee of the company acting upon the instruction of the company or any of its officers, employees, agents sub-contractors shall take or omit to take any action which is outside the scope of the services or which requires the service to be performed, other than in accordance with this agreement, the company shall have no liability to the client for any loss damage or injury it may incur as a result of such act or omission and the client shall indemnify the company against all or any costs, claims, proceedings, demands, losses, damages or expenses it may incur or suffer as a result of such act or omission.
- 8.7 The liability (if any) of the company in respect of the replacement of locks, keys and/or card-keys arising from the loss or temporary misplacement of keys of the client (in respect of which key(s) a key receipt has been issued to the client by the company or its authorised representatives) while in the custody or control of the company shall not exceed £20,000 in respect of each such incident.
- 8.8 The company shall have no liability whatsoever in respect of any losses suffered by the client arising from the loss or misplacement of keys and card keys in the custody or control of the company in respect of which no key receipt has been issued to the client by the company.
- 8.9 The client shall not be entitled to make any claim against the Company, its officers, or employees unless it gives the company written notice of the event giving rise to such claim, containing sufficient detail for it to be identified and investigated by the company within fourteen (14) days of the date on which the client becomes or ought reasonably to have become aware of the occurrence of such event.
- 8.10 The company shall have no liability to the client in respect of any Loss or damage to any items situated at the premises or any loss or damage arising from the state of the premises or any part of them if the presence of such items or the existence of which state could not reasonably have been foreseen by the company unless the client shall have given the company written notice of it.
- 8.11 The client hereby agrees and declares that the limitations and exclusion of the company's liability set out above are fair and reasonable in all the circumstances and taking into account, inter alia, the amount of the charge made for the services.

8.12 The client shall for all purposes be and be treated as the sole beneficial owner of all property, the protection of which may be the subject of any agreement between the client and the company and if any other person shall in respect of any such property make any claim against the company, its servants or agents outside or beyond the liability of the company to the client under the terms hereof then the client shall indemnify the company and its servants or agents in respect of such claim and all costs in connection therewith.

8.12 The client shall not make any claim against any of the company's Officers or employees for a greater amount than it could claim from The company in accordance with the provisions of this agreement

9. Suspension of Services

9.1 In the event of any strike, lock-out, enemy action, hostilities, riot, Civil commotion, public demonstration sit-in, terrorist act, adverse Weather conditions or any other circumstances (whether or not of a similar nature to any of the foregoing) over which the company has no control, which causes or is likely to cause the cessation or substantial interference with the performance of the services or the ability of the company to perform the same, upon service of a notice of suspension by the company on the client the obligation of the company to perform the services shall forthwith be suspended until the company serves notice on the client that such circumstances have ceased. Where formal notice is impracticable the company shall use its best endeavours to notify the client of the suspension as soon as possible by whatever means.

10. Protection of the company's interests

10.1 The client shall not without the consent of the company directly or indirectly solicit or entice away any person who has been engaged at the premises in the provision of the services or was known to the client in connection with the provision of the services or was known to the client in connection with the provision of the services within the period of 6 months before the commencement of any employment or other arrangement with the client or a holding company or subsidiary of the client (as defined in section 736 of the companies act 1955).

10.2 If the client shall commit any breach of its obligations under sub Clause 10.1 it shall pay to the company a sum equal to 50 per cent Of the amount of the relevant person's annualised gross earnings paid by the company immediately preceding the termination of the employment.

11. Variations

11.1 No variation, extension, exclusion or cancellation of this agreement Shall be binding on the company unless and until it is confirmed in writing under the hand of a director or the secretary of the company and for avoidance of doubt it is declared that no person other than a director or the secretary of a company has any authority to negotiate or enter into any commitment on behalf of the company the effect of which would might (but for this clause) involve the company in any legal liability whatsoever.

12. Telephone Communications

12.1 The client hereby acknowledges that all telephone Communications to the company's control centre at Cranford Way, Smethwick B66 2RU or such other control centre as may be Notified to the client may be remotely recorded by tape recorder and its consents to such recording being made.

13. Notices

13.1 Any notice to be given under this agreement shall be in writing And shall be sent by hand or by first class mail to the address appearing at the head of this agreement (or such address shall be notified in writing for the purposes of this clause) of the party to whom the notice is given and if by mail shall be deemed to have given on the second day (excluding Saturdays, Sundays and holidays) after despatch.

14. Jurisdiction

14.1 The construction validity, interpretation and performance of this Agreement shall be governed in all respect by English law, hereto submit to the exclusive jurisdiction of the English courts.

15. It is the responsibility of the client to sign and return this contract within 14 days or it will be taken that you have accepted our terms and conditions.