

## TERMS AND CONDITIONS FOR THE PROVISION OF SERVICES

The customer's attention is drawn to these terms and conditions for the provision of the services (as hereinafter defined) by the company. These terms and conditions apply to the services provided by the company.

### **1. Definitions**

In this contract the following words and expressions shall have the following meanings unless otherwise provided or where the context otherwise requires.

"the company"	<i>shall mean</i>	Key 4 Security Limited trading as Admiral Security Services, a registered company, whose registered address is at Devers Court, 50 Cross Bank Road, Carlinghow, Batley, West Yorkshire, WF17 8PP
"the customer"	<i>shall mean</i>	the person, firm, company, business, or organisation by whom or on whose behalf a contract for the monitoring services has been entered into with the company as detailed in the principle terms
"contract"	<i>shall mean</i>	the (or any) contract between the company and the customer for the provision of services
"commencement date"	<i>shall mean</i>	the date of the commencement of the services by the company and being the date detailed in the principle terms
"alarm/s"	<i>shall mean</i>	any CCTV, burglar, security, fire, smoke or any other alarm or form of detection system of a similar nature at the premises
"service / s"	<i>shall mean</i>	open / lock and /or keyholding and/or static guard and /or mobile patrol (each as hereinafter defined) provided by the company to the customer (and being any one, or all, or any combination of the same) under the terms of the contract and as detailed in the principle terms
"open / lock"	<i>shall mean</i>	the service involving personnel employed by the company attending at the premises at agreed dates and times for the purpose of opening up or securing the premises and as more particularly detailed in the principle terms
"keyholding"	<i>shall mean</i>	the service involving personnel employed by the company attending at the premises when an alarm at the premises has been activated and the same relayed to the company by the emergency services and as more particularly detailed in the principle terms
"static guard"	<i>shall mean</i>	the service involving personnel employed by the company being in situ at the premises at agreed dates and times for the purposes of ensuring the premises are secure as more particularly detailed in the principle terms

“mobile patrol”	<i>shall mean</i>	the service involving personnel employed by the company attending at the premises at undefined times but on agreed dates for the purposes of ensuring the premises are secure as more particularly detailed in the principle terms
“company’s premises”	<i>shall mean</i>	Devers Court, 50 Cross Bank Road, Carlinghow, Batley, West Yorkshire, WF17 8PP
“Incident statement”	<i>shall mean</i>	a written record of a relevant event prepared by the company and supplied to the customer or a telephone call to the customer from the company or both at the sole discretion of the company and dependent upon the nature and / or seriousness of the relevant event
“relevant event”	<i>shall mean</i>	an incident which occurs / has occurred / may occur at the premises which is, or appears to the company to be (or is likely to be) an intrusion, unauthorised entry, fire or incident which could or may endanger the security of the premises or likely intrusion or unauthorised entry to the premises
“response procedure”	<i>shall mean</i>	the response procedure adopted by the company to a relevant event (where the services involve keyholding and / or mobile patrol and / or static guard) and being as detailed in the principle terms
“charge”	<i>shall mean</i>	the sum payable by the customer to the company for the provision of the services and as detailed in the principle terms (subject to any amendment or revision or increase as detailed in these terms and conditions)
“premises”	<i>shall mean</i>	the customer’s premises at which the services are carried out / to which the services relate
“nominated key holder”	<i>shall mean</i>	the person or persons as nominated by the customer to the company from time to time as being the first point of contact / s with the responsibility for and access to the premises
“force majeure”	<i>shall mean</i>	an event which occurs outside the company’s control

2. **Diagnostic and Quotations**

- 2.1 The company shall, at the company’s sole discretion, be allowed access to the premises prior to issue of any quotation in order to evaluate the customer’s business, the premises, and/or requirements, prior to issuing a quotation for .the services and/or the monitoring services.
- 2.2 For the avoidance of doubt the company may issue a quotation for the services and/or the monitoring services without carrying out any such evaluation as detailed in paragraph 2.1 above.
- 2.3 A quotation shall be valid for a period of 31 days from the date of issue by the company to the customer, or, if different, such other period as may be stated from the date thereof by the company.

- 2.4.1 If any quotation shall not be accepted by the customer within the said period of validity detailed in paragraph 2.3 above then the quotation shall be deemed to have been withdrawn.
- 2.4.2 The customer shall accept a quotation by written confirmation to the company. Should the customer fail to provide written confirmation, but nevertheless the company commence the service/s at the customer's request (howsoever made and whether in writing or otherwise) the same shall be deemed to be an acceptance by the customer and to comprise a contract between the company and the customer.
- 2.5 Notwithstanding and without prejudice to the above, the company reserves the right to withdraw any quotation issued prior to acceptance by the customer without notice or reason being given and at the company's sole discretion and without being responsible for loss.
- 2.6 Where any variation to any quotation and/or the services and/or the monitoring services is requested by the customer and agreed by the company, the company reserves the right to amend the price and the quotation and/or contract accordingly.
- 2.7 Any typographical or clerical error or omission in any quotation, order, acceptance, invoice, or other such document issued by the company shall be subject to correction without any liability on the part of the company.
- 2.8 All quotations will be subject to the terms of this contract at all times.

### 3. **Contract**

- 3.1 A contract shall exist when a quotation issued by the company is accepted by or on behalf of the customer as detailed in clause 2.4.
- 3.2 These terms and conditions shall apply to every quotation and contract. The company shall not be bound by any terms and conditions which may be inconsistent with these terms and conditions.
- 3.3 No provisions, modifications, amendments, or variations of the contract by the customer apply unless they are in writing and are agreed and signed by or on behalf of the company.
- 3.4 Any such provision, modification, amendment, or variation as detailed in clause 3.3 above shall be deemed to be an amendment to the original contract and shall not constitute a new contract.
- 3.5 The company shall be entitled to regard any person entering into a contract with the company as having been authorised by the customer to do so and so as to bind the customer entirely.

### 4. **The Service**

- 4.1 In consideration of the payment of the charge, the company shall provide the services for and at the premises.
- 4.2 The company shall use all reasonable endeavours to identify a relevant event and follow the response procedure in respect of the same.
- 4.3 The company's response procedure to a relevant event (where appropriate) shall be agreed with the customer prior to entering into the contract and shall be as detailed in the principle terms.

- 4.4 Following a relevant event, the company shall confirm the nature of the same and the effect of the response procedure in writing to the customer the next working day by way of the Incident Statement.
- 4.5 The customer is responsible at all times for ensuring that the company has an accurate record of the nominated key holders' contact telephone number /s. The company shall be advised by the customer of any change in the identity of the nominated key holder / s or in their telephone number /s in writing to the company.
- 4.6 Whilst the response procedure shall be agreed with the customer prior to or upon entering into the contract, due to the fact that incidents comprising relevant events are unlikely ever to be the same, at all times the decision to deviate from the agreed response procedure shall be at the sole discretion of the company or their employees as circumstances and the nature of the relevant incident shall dictate.
- 4.7 In the event the company should deviate from the response procedure the company will not be liable in any way shape or form for doing so particularly in the event that such deviation should not be successful or should subsequently be found by any third party or court of competent jurisdiction to be inappropriate or unlawful.
- 4.8 The company shall not be liable for any penalty, loss, injury, damage or expense arising from any delay in the response procedure or submitting an Incident Statement unless the same shall solely be as a result of the negligence of the company, its servants, staff, or agents , nor shall any such delay or failure entitle the customer to refuse to accept performance of the contract or to repudiate the contract.
- 4.9 The customer acknowledges notwithstanding the provision of the services agreed to be provided by the company to the customer in line with the contract and as detailed in the principle terms, that at all times it is ultimately the responsibility of the customer to ensure that the premises are secure.
- 4.10 The company shall execute and complete the services in accordance with this contract. The company shall provide all labour, personnel and everything whether of a temporary or permanent nature required for the fulfilment of the services.
- 4.11 The customer shall use their best endeavours to ensure that the company has full knowledge of the customer's business (including any necessary documents and details as may be required by the company from time to time), alarms and associated connections to the same as the company shall require to adequately perform the company's obligations under the contract.
- 4.12 Where necessary, and where, at the company's sole discretion, the company deems the same to be appropriate, the company may carry out any work necessary for the fulfilment of the services away from the premises.

5. **Customer's Obligations**

- 5.1 To facilitate the provision by the company of the services, the customer shall at all times;
- (i) Keep the premises safe and secure;
  - (ii) Keep the alarms fully maintained and serviced and in full working order in accordance with the instructions and advice of the manufacturer of the alarms and the supplier of the same;
  - (iii) Be responsible for the provision and continued availability of a clean electrical supply for the alarms. Any disruption or failure of the alarms at all times shall be the sole responsibility of the customer;

- (iv) Provide and maintain in full working order such adequate lighting as the company shall reasonably deem necessary for effective illumination of the premises to enable the company to adequately fulfil its obligations under the contract;
- (v) Provide and maintain in full working order such other security measures as shall reasonably be specified by the company from time to time to enable the company to adequately fulfil its obligations under the contract.

5.2 The customer undertakes and warrants with the company that the premises are safe for attendance and inspection by the company's staff, servants or agents in connection with the provision of the services. The customer shall fully indemnify and keep indemnified the company against any loss, costs, and claims for damages or otherwise the company may or may be likely to suffer as a result of any breach of this clause.

## **6. Duration and termination of the contract**

The contract shall take effect from the commencement date and shall remain in force for an initial period of one year, continuing thereafter for further one year periods unless or until terminated by either party giving to the other not less than one calendar month's prior written notice of termination expiring at the end of the said initial period or any anniversary thereof or unless terminated under the provisions in clause 8.

## **7. Charge and Payment**

- 7.1 The charges shall be paid by the customer to the company as per the principle terms.
- 7.2 Any additional services provided by the company to the customer will be subject to additional extra charges at the company's standard rates for those services and will be payable 30 days strictly from the date of invoice.
- 7.3 All payments to the company are payable without deductions, or any form of set-off and are subject to the addition of value added tax at the current prevailing rate.
- 7.4 The company may agree (at the company's sole discretion) to staged payments being made by prior arrangement with the customer by agreement of a schedule of payments.
- 7.5 Payment shall be made to Lloyds TSB Commercial (as advised by the company to the customer) by cheque or by BACs payment. Unless otherwise arranged.
- 7.6 In the event of any late payment whatsoever the company shall charge interest on any balance due at the rate of 4% over the Bank of England base rate in force from time to time, the interest being calculated from the date the payment falls due until the date of payment in full, plus interest.
- 7.7 The customer shall reimburse the company all costs and expenses (including, but not limited to, legal costs) incurred in the collection of any overdue amount.
- 7.8 The company at the company's sole discretion shall be entitled to increase the amount of the charge on each anniversary of the commencement date provided the company provides the customer with at least one month's written notice of the same, to expire not after the anniversary of the commencement date.

8. **Suspension and Termination**

8.1 The company may at the company's sole discretion suspend or terminate the services and/or the monitoring services and the contract in the event that;

- (i) The customer fails to make a payment as and when due;
- (ii) The customer otherwise defaults in any of obligations hereunder or defaults on any other contractual agreement with the company;
- (iii) The customer should become or is likely to become insolvent as detailed in clause 16;
- (iv) The customer should, in the reasonable opinion of the company (whose decision at all times shall be final, although at all times the company shall consider the situation reasonably) make consistent demands upon the company which the company finds unreasonable under all the circumstances, and / or;
- (v) The customer consistently fails to accept or follow the company's recommendations insofar as the service is concerned.

8.2 In the event of suspension or termination under the provisions of clauses 8.1 (i) – (iii) inclusive above, the company shall be entitled to retain the charges paid for the remainder of the year.

9. **Force Majeure**

The company shall be entitled, without liability on its part and without prejudice to its other rights, to terminate the contract or any unfulfilled part thereof, or, at its option, to suspend or give partial performance under it, if performance by the company or its suppliers is prevented, hindered, or delayed whether directly or indirectly by any reason or cause whatsoever beyond the company's reasonable control whether or not such cause existed on the date when the contract was made. Non-exhaustive illustrations include act or acts of God, war, riot, explosion, terrorism, abnormal weather conditions, vehicle breakdown, strike, lock-out, fire, flood, government action, shortage of material or labour, loss of electrical power supply, and/or (in the case of a contract for the provision of monitoring services) loss of transmissions from the premises to the monitoring station (or vice versa).

10. **Risk**

10.1 All risk in the premises and in all and any items, materials, equipment, or personnel upon the same shall at all times be with the customer, and the customer shall at all times be wholly responsible for the same. The customer shall take out and ensure that all appropriate insurance is in place.

10.2 Notwithstanding the provision of the services, the customer shall at all times be responsible for the security of the premises.

11. **Warranty and Liability**

11.1 The company warrants only that it will perform the services as detailed in the contract.

11.2 The entire liability of the company under the contract and in connection with the services shall not exceed the limits of indemnity as detailed in the letter provided by the company's insurance brokers (and as amended each year, where appropriate), a copy of which has been supplied to the customer at the outset, and/or will be provided at the customer's request, but in particular and by way of example in respect of the following;

- (i) one million pounds sterling in respect of any direct loss or damage to tangible goods or property arising out of the negligence or wilful default of the company, its employees, servants or agents;
- (ii) one hundred thousand pounds sterling in respect of any direct loss or damage to tangible goods or items belonging to the customer or any third party arising out of the fraud, theft or dishonesty of any employee, servant or agent of the company;

- (iii) seventy five thousand pounds sterling in respect of any direct loss or damage to tangible goods or items belonging to the customer or any third party arising out of the loss of keys to the premises

This clause is in lieu of all conditions, warranties, and statements of whatever nature in respect of the contract and whether the same shall be express or implied by statute, trade, custom or otherwise and any such condition, warranty or statement is hereby expressly excluded to the full extent permitted by law. The company has limited the amounts of its liability given that these reflect the insurance that the company has been able to obtain in respect of the services.

- 11.3 The customer shall inform the company in writing of all and any claims arising under or in connection with the contract within seven days of any claim arising, failing which the customer's claim /s shall be deemed null and void.
- 11.4 Whilst at all times the company undertakes to use its best endeavours to follow the response procedure and to detect and / or identify a relevant event, the company makes no guarantee nor provides any warranty that it can detect all and every intruder to the premises and / or other occurrence which could be deemed a relevant event and accepts no liability or responsibility whatsoever in respect of the same. For the avoidance doubt, the security and safety of the premises at all times shall remain with the customer.
- 11.5 Whilst the company will follow the response procedure, the company provides no warranty or guarantee whatsoever that the response procedure will have the customer's desired effect.
- 11.6 The company gives no guarantee nor provides any warranty that the service or the service will avert or prevent occurrences or the consequences thereof which the service or the service is designed or intended to detect, prevent or deter and the company accepts no liability whatsoever in respect thereof, including the happening of any of the following events, although for the avoidance of doubt the following list is non-exhaustive;
  - (a) Vandalism;
  - (b) Acts of terrorism;
  - (c) Theft or burglary;
  - (d) The customer's employees, servants, agents or visitors' acts or omissions;
  - (e) Fire or arson;
  - (f) Acts of God.
- 11.7 The company will not be liable for the following loss or damage which shall or may arise out of or in connection with any defect in the services or the use by the customer of any Incident Statement, information relating to a relevant event/s or copy of the recording of a relevant event/s or howsoever caused (even if foreseeable or in the company's contemplation)
  - i) Loss of profit or profits, business, or revenue whether sustained by the customer or any third party, and/or
  - ii) Special, indirect, or consequential loss or damage whether sustained by the customer or any third party, including but not limited to loss of profit, loss of interest, loss of contract, damage to property of the customer or anyone else, and/or
  - iii) Any loss arising from any claim made against a customer by any person and/or

iv) Any personal injury to the customer or any other person or individual where such injuries are not caused by the company's negligence.

11.8 The customer shall indemnify the company against all claims, actions, costs, expenses (including any Court costs and legal fees incurred) or other liabilities whatsoever, non-exhaustive illustrations of the same include

i) Any liability arising under the Data Protection Act 1988 or ancillary legislation arising out of any breach by the customer of the same;

ii) Any claim for breach of industrial and/or intellectual property rights arising out of the monitoring service, and/or

iii) Any breach of contract or negligent or wilful act or omission of the customer in relation to the contract.

11.9 These conditions do not purport to exclude nor restrict any liability prohibited by the Unfair Contract Terms Act 1977 in relation to death or personal injury.

## 12. **Data Protection and Confidentiality**

12.1 The company accepts that any confidential information which may be revealed to it whether directly or indirectly whilst conducting the monitoring service is to remain confidential and in addition shall be subject to the terms of the Data Protection Act (as may be amended from time to time).

12.2 The onus shall be at all times on the customer to fully comply with the Data Protection legislation, including the obtaining of all necessary licences and permits as may be required.

12.3 The customer shall indemnify the company from all actions, costs, claims, demands, expenses and liabilities whatsoever arising from any actual or alleged infringement brought in connection with sub-clause 2 above and at the customer's own expense will defend or at the company's option, assist in the defence of any proceedings, which may be brought in that connection.

## 13. **Customer's Warranties and Indemnities**

13.1 The customer shall at all times indemnify the company against all liabilities to other persons (including, but not limited to, the servants and agents and employees of the customer) for bodily injury (unless caused as a result of the company's negligence), damage to property, or other loss which may arise out of or in consequence of the service and against all costs, charges, and expenses that may be occasioned to the company by the claims for any such person or persons.

13.2 The customer shall not be bound to indemnify the company against any such liability or claim detailed in paragraph 13.1 above if the injury, damage, or loss in question was caused by the wrongful act or omission of the company, the company's servants, agents, or employees.

13.3 The customer undertakes to supply all necessary information and assistance to the company to enable the company to adequately complete the service.

13.4 The customer undertakes to use its best endeavours to ensure that no third party (including, for the avoidance of doubt, the customer's employees, servants, or agents) shall interfere with the service.

13.5 The customer shall indemnify the company against every liability which the company may incur to any of the customer's employers, servants, or agents, or any other person whatsoever and against all claims, demands, proceedings, damages, costs and expenses made against or incurred by the company except where the same has arisen as a result of the company's own deliberate act or negligence.

13.6 The customer at all times undertakes to ensure that the service, the company, the company's employees, servants or agents, are insured at all times against all losses, including, but not limited to, damage, injury, theft, and fire and the customer shall ensure that all appropriate employers liability insurances as required from time to time are in full force and effect and shall cover the company and the company's servants, agents, or employees, whilst on the premises.

13.7 The customer shall ensure and warrants that it will ensure that all and any necessary licences are in place and shall fully indemnify the company against any claim by any third party in respect of the same.

#### 14. **Entire Agreement Clause**

14.1 The customer confirms that they have not relied upon any warranty, representation, or undertaking of or on behalf of the company or of any other person in respect of the subject matter of these conditions and/or the contract and/or the quotation save for any representation or warranty or undertaking expressly set out in the body of these terms and conditions and/or the contract and/or the quotation.

14.2 This agreement supersedes any other arrangements (whether past or present) contracts, assurances, understandings, course of dealings, or promises between the parties.

14.3 These provisions do not purport to exclude any fraudulent or negligent misrepresentations.

#### 15. **Notice**

15.1 Any notice of breach of the terms of the contract, any notice of termination under the contract, or whenever any form of notice in writing or request is required to be made in writing by either party (but, for the avoidance of doubt, save for a Incident Statement) shall be served personally by one party on the other by way of registered post or recorded delivery service to the other's last known address and shall be deemed effective the second working day after the date of postage.

15.2 Each party shall notify the other in writing within 7 days of the detail of any change in the party's registered address.

#### 16. **Termination arising out of Insolvency**

In the event of any payment due by the customer to the company not being paid on the due date, or in the event of the customer becoming insolvent or bankrupt or a petition being presented or a resolution being passed for the liquidation (otherwise for the purpose of amalgamation or reconstruction) or sequestration of the customer or a receiver, administrator, administrative receiver, or judicial factor being appointed over all or any of the assets of the customer or if any steps are taken in relation to any of the foregoing, or the customer making any voluntary arrangements with its creditors generally, or if the customer shall cease, or threaten to cease trading or carrying on business, or if the customer shall, without the prior written consent of the company, sell or otherwise dispose of the whole or substantially the whole of its assets, or if the company reasonably apprehends that any of the foregoing events is about to occur (and notifies the customer accordingly), the company shall be entitled to treat the contract of which these conditions form part and any other contract between the company and the customer as repudiated and shall be entitled to suspend the monitoring service for the customer on the giving of written notice thereof to the customer without being liable for any form of loss.

17. **Miscellaneous**

- 17.1 The company may at the company's sole discretion subcontract the performance of the contract in whole or in part.
- 17.2 In the event of these terms and conditions conflicting with any other terms and conditions, then these terms and conditions shall prevail.
- 17.3 Each right or remedy of the company under the contract is without prejudice to any other right or remedy of the company whether under the contract or not.
- 17.4 No waiver by the company of any breach of contract by the customer shall be construed as a waiver of any subsequent breach of the same or any other provision hereof.
- 17.5 Failure or delay by the company in enforcing or partially enforcing any provision of these terms and conditions shall not be construed as a waiver of its rights generally under the contract.
- 17.6 Nothing in the contract shall confer upon any third party any benefit or the right to enforce any term or terms of the contract.
- 17.7 If any provision of these terms and conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these terms and conditions and the remainder of the provision in question shall not be affected thereby.
- 17.8 Words importing the singular also include the plural and vice versa where the context so requires.
- 17.9 Obligations by more than one party are joint and several and where any party to the contract at any time is more than one person references to it are to each person individually as well as jointly with the others comprising it.
- 17.10 Nothing in the contract shall be deemed to imply, infer, nor create any form of partnership between the parties hereto nor shall the company be prevented nor prohibited nor in any way restricted from dealing with any other third parties or entering into any similar or other form of contract with any third party.
- 17.11 The organisation cannot enter into any commitment which would involve assuming the powers of civil Police
- 17.11 The contract and these terms and conditions shall be governed by and construed in accordance with the law of England and Wales and the parties submit to the jurisdiction of the English Courts in their entirety.