

SENTURIAN SECURITY LTD TERMS AND CONDITIONS SS.88 V4.1 06.01.2020

1. The various charge rates referred to in this agreement will be effective for a period of 12 months. A minimum notice of four weeks (28 days) will be given to the "Client" of any proposed changes to these rates. Both parties consent that any agreed alteration will be noted and a revised Service Agreement provided. Both parties further agree that on the signing of the agreement it will be subject to the terms and conditions contained therein.
2. The "Client" recognises that it is illegal for the Company to discriminate against the "Client", the "Clients Workforce" or the "Company's work force" because of Race, Colour, Religion, National Origin, Age, Sex or Sexual Preferences.
3. The "Client" hereby agrees that in the event of the "Company" commencing work for the "Client" prior to signing of the Service Agreement by the "Client" that all work carried out by the Company shall be carried out subject to the terms and conditions contained herein, a copy of the terms and conditions have been supplied to the "Client" prior to commencement of security services.
4. Any variations of the terms and conditions of this Agreement shall not be binding upon the "Company" unless and until such variation shall have been confirmed in writing under the hands of the Director of the "Company" and a Director or the Secretary of the "Client" if he is a Limited company or in the case of an individual partnership or incorporated association a duly authorised individual.
5. The "Client" acknowledges its statutory and common law duties and (without prejudice to the generality of the sub clause) its duties under the Health & Safety at Work etc. Act 1974 and in particular but without prejudice to the generality of the provisions of the said Act its duties under section 4 of the said Act.
 - 5.1 The "Client" agrees it will provide and maintain for the benefit of the "Company personnel" at least such basic amenities as are provided at the commencement of the agreement and no change or modification of the amenities detrimental to the "Company personnel" may be made during this agreement.
6. The "Company" shall use due care in selecting their "Company personnel" having regard to the work being carried out by them and shall operate the services provided by the "Company" with due and proper regard to the safety and security of the premises.
 - 6.1 The "Client" undertakes that it will not, during the period of the contract or within one year after the termination either:
 - A) Knowingly offer employment in relation to the provision of a similar service provided by the "Company" to any person who has worked for the Company as a security personnel at the "Client" premises.
 - B) Knowingly employ any firm or company management or controlled by such person and offering a similar service to that provided by the "Company" hereunder.
 - C) Should the "Client" directly employ any security personnel provided by the company, the Company shall be entitled to charge a one off fee of £1,000 per person.
 - 6.2 The "Company" will despatch replacement personnel if and when the following incidents occur:
 - A) The "Client" requests a replacement
 - B) The regular personnel is late
 - C) The regular personnel is taken ill
 - D) The regular personnel is on holiday.
 - 6.3 The "Company" is insured for £10,000,000 (Ten million pounds) employer's liability and for the sum of £10,000,000 (Ten million pounds) public liability.
 - 6.4 The "Company" is insured for a maximum £2,000,000 if one of our Security Officers working on your site makes a wrongful arrest.
 - 6.5 The "Company" is insured for a maximum of £150,000 (One Hundred and Fifty Thousand Pounds) if as a result of negligence on behalf of the company in losing client keys, that results in losses by the "client".
- 7 The "Company" shall ensure that it retains confidentiality of Client information during and after the contract period.
- 8 Proper records shall be maintained by the "Company" concerning the provision of the Security services, together with information relating to any person employed on the contract.
- 9 Under no circumstance shall the "Company" be responsible for any injuries act or default by any member of the "Company's personnel" unless such act or default could have been foreseen and avoided by the exercise of due diligence on the part of the "Company" as his employer or Principal not in any event shall the "Company" be responsible.
 - A) Any loss suffered by the "Client" through theft, malicious damage, flooding, fire, animals, riot, assault or any other cause except insofar as such loss is attributable to the negligence of any member of the "Company personnel" acting in the course of their duty.
 - B) Any loss or damage suffered by the "Client" by virtue of breach of contract or negligence or any other reason unless written notice is received by the "Company" at the address shown overleaf within 7 days of the time when the default by the "Company" or any member of its Work Force should reasonably have come to the attention of the "Client".
 - C) If at the express wish of the "Client" the "Company" undertake to perform duties extraneous to this Agreement then the "Company" shall not be liable for any loss or damage arising from the performance of these extraneous duties, irrespective

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of the fact that such loss or damage may be due to the negligence of the **"Company"**, its servants or agents, unless the **"Company"** has agreed in writing to carry out such extraneous duties, signed under the hand of a Director of the **"Company"**.

- 10 The **"Company"** shall not be liable for loss or damage of whatsoever nature suffered by the **"Client"** for failure to carry out the services contracted by reason of:
 - a) Any event beyond the **"Company's"** control preventing or hindering the **"Company's"** servants or agent travelling to the **"Clients"** premises inclusive of, but not exhaustively Senturian security terms & conditions comprising of mechanical breakdown, impedance by any road traffic congestion and adverse weather conditions.
 - b) War, act or hostile forces, civil disturbances or extensive disruption of public services; in the event of such occurrence the Services may be suspended until circumstances permit their reinstatement.
 - c) The presence of hazards due to defective structure of means of access, presence of noxious toxic combustible, explosive or radioactive substances or any other state of the **"Clients"** premises rendering them dangerous in the **"Company's"** opinion to any servant, Agent or Animal, owned used, or employed by the **"Company"**.
 - d) Any loss or damage suffered by the **"Client"** in circumstances where the **"Client"** is in breach of any of the insured amounts specified.
 - e) Any loss or damage suffered by the **"Client"** during the time between the completion of the **"Company's"** duties and the time in which the **"Company's"** duties commence at the beginning of the following watch. The **"Company"** will not be liable for the time between the completion of the **"Company's"** duties and the time the **"Clients personnel"** arrive on site.
- 11 The **"Client"** agrees to indemnify the **"Company"** for any loss. Damage, claim or expense in excess of any of the insured amounts specified.
- 12 This contract may be terminated by either party without notice if the other party shall commit any breach of its obligation hereunder or (being an individual) shall commit any acts of bankruptcy or (being a corporation) shall go into liquidation other than for the purpose of reconstruction or amalgamation or shall suffer the appointment of a Receiver over any of his or its property or income or make any deed or arrangement with or composition for the benefit of any of his or its creditors.
- 13 Termination of this arrangement other than the reasons outlined in Clause 9 will be effective after 30 days if either party to this agreement serve notice of termination in writing sent by recorded delivery.
- 14 If any act or default of any member of the **"Company personnel"** which may give rise to a liability in such person to the **"Client"** for negligence then it is hereby expressly agreed that such person should be entitled to the protection of all the terms and conditions thereof and any claim by the **"Client"** against such person except in the case of loss or damage suffered by the **"Client"** in respect of deliberately wrongful acts on the part of the person in which case nothing herein shall limit the **"Clients"** right against this person.
- 15 The **"Company"** will not accept any liability for the misuse of telephones during the term of the contract unless the **"Client"** can provide documentary evidence that the **"Company's"** employee(s) were responsible for the said misuse.
- 16 It is agreed by both parties that temporary additional cover required at Bank Holidays or other special occasions can be conveyed by telephone, letter or facsimile to our Office and will be subject to all terms and conditions herein.
- 17 It is agreed that permanent alterations outlined in this agreement can be contained in exchange of letter and will be subject to all terms and conditions contained herein.
- 18 The **"Client"** warrants that no one other than individuals specified in Appendix A "of this agreement will become employees of the **"Company"** by virtue of TUPE and the **"Client"** will indemnify the **"Company"** against liabilities, costs, claims, damages, awards and expenses which the **"Company"** suffers or incurs as a result or in respect of any acts or omissions of the employer in relation to any transferring of employees prior to the start date.
- 19 The **"Company"** workforce may comprise of directly employed staff and self-employed subcontractors. All staff will be SIA licensed and verified in accordance with the requirements of the SIA Approved Contractor Scheme. The **"Client"** can request that subcontractors are not used at any time and at any stage during the duration of the contract.
- 20 The **"Company"** will invoice the **"Client"** for the provision of services weekly in arrears and the entire sum so invoiced shall be paid in full by the **"Client"** to the **"Company"** within 14 days of the date of the invoice, unless otherwise stated.
- 21 The **"Company"** will not take any responsibility for any staff working on client sites that are required to check call with the client, have to log in or out with the **"Client"** or if they are fully or partly managed by the client
- 22 These staff will ultimately become the staff of the **"Client"** and all responsibilities, insurance, training, will become the client's responsibility. The **"Company"** will only liaise with the staff for payroll purposes and schedules, vetting & screening.
- 23 For Payments not received by the invoice date, the **"Company"** reserves the right to charge a late payment penalty of fifty Great British pounds per day. If the payment is later than 7 days then the company can charge 8% APR late fee per day.
- 24 GDPR. According to the GDPR Rules we have to inform clients what data we collect about them and legitimise how we use it afterwards, we collect your physical address for invoicing and tax purposes, your email address to contact you about our service, order and important information relating to your business with us. We never use data for profiling, secondary purposes, and we do not sell it to anyone
- 25 If a client does not raise a query or a dispute within 7 to 14 working days upon receipt of the invoice, then they the invoice will not be looked at and their dispute will not be valid

26 All terms and conditions signed prior to this agreement, will be made non-binding and will render all other non-signed terms and conditions null and void.

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