



TERMS AND CONDITIONS

1. Definitions and interpretation

1.1 In this agreement capitalised words and expressions shall have the meanings assigned to them in the body of the agreement or in this definition's clause.

1.2 In this agreement the following expressions shall have the meanings allocated to them: 'Act of Terrorism' – means and refers to any act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public in fear; 'Biological or Chemical Contamination' means contamination poisoning, or prevention and/or limitation of use of objects due to the effects of biological or chemical substances; 'Charges' - - - as defined in clause 5; 'Computer Viruses' - - - means and refers to a set of corrupting harmful or otherwise unauthorised instructions or code including a set of maliciously introduced unauthorised instructions or code, programmatic or otherwise that propagates themselves through a computer system or network of whatsoever nature. Computer Viruses includes but not is limited to 'Trojan Horses', 'Worms' and 'time or logic bombs'. 'Customers Premises' means that service address specified in the Sales Agreement (ASLCD 033) at which the security services are to be performed. 'Day' - - - 0600 – 1800 'Default Interest Rate' as defined in clause 5.4; 'Electronic Data Loss' means any loss damage, destruction, distortion, erasure, corruption or alteration of Electronic Data from any cause whatsoever (including but not limited to Computer Virus) or loss of use, reduction in functionality, cost, and expense of whatsoever nature resulting there from; 'Electronic Data' - - - means and refers to facts, concepts and information converted to a form useable for communications, interpretation or processing electronic and electromechanically data processing or electronically controlled equipment and includes programmes, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such



equipment; 'Fault' - - - as defined in the Law Reform (Contributory Negligence) Act (1945) 'Fixed End Date' - - - the date specified in the Sales Agreement (ASLCD 033) 'Initial Period' - - - as defined in clause 4.1; 'Limit of Liability' - - - as defined in clause 6; 'Minimum Term' - - - the period specified in the Sales Agreement (ASLCD 033) 'Negligence' - - - as defined in section 1 of the Unfair Contract Terms Act (1977); 'Night' - - - 1800 to 0600; 'Payment Terms' - - - as defined in clause 5.3; 'Security Recommendations' - - - as defined in clause 3.3; 'Security Services' - - - as defined in clause 2.1; 'Start Date' - - - as defined in clause 4.1; 'Theft' - - - as defined in the Theft Act (1968).

1.3 Any references in this agreement to:

1.3.1 A 'person' includes any individual, firm company, corporation, government, state or any agency of a state or any association, trust or partnership (whether or not having separate legal personality) or two or more of the foregoing.

1.3.2 A 'month', 'quarter' or a 'year' shall be construed as a reference to a calendar month, calendar quarter or calendar year.

1.3.3 Any party including its successor and permitted assigns.

1.4 Section and Clause headings are for ease of reference only.

1.5 Words and expressions importing the singular shall, where the context permits or requires, include the plural and vice versa.

2. The Company's Obligations

2.1 The company shall provide the services specified in the Sales Agreement (ASLCD 033) (the security services).

2.2 The company will use reasonable skill and care in the provision of the security services in accordance with good industry practice.



2.3 The company shall be liable to pay damages in respect of loss or damage suffered by the customer as a direct result of any material breach by the company of its contractual obligations arising from the provision of security services but, without prejudice to clauses 2.4, 2.5, 2.6 and 2.7 the total liability of the company (whether arising in contract, negligence or otherwise) for all resulting losses, damage, cost and expenses shall in no circumstances exceed the limit of liability.

2.4 The company shall not be liable in anyway whatsoever for any loss, injury, damage, business interruption cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with;

2.4.1 Any act of terrorism or any biological or chemical contamination; or any action taken in controlling, preventing suppressing or in any way relating to any act of terrorism, or any biological or chemical contamination.

2.4.2 Ionising radiation or contamination by radioactively from any nuclear fuel or from any nuclear waste from the combustion from nuclear fuel: or the radioactive toxic explosive or other hazardous properties of any explosive nuclear component thereof: regardless in all cases of any breach of contract or other negligence by the company or any of it's employees or agents or other event contributing.

2.5 The company shall not be liable in any way whatsoever for any loss, injury, damage, business interruption, cost or expense of whatsoever nature directly or indirectly caused by, consisting of, reading from or in connection with any Electronic Data Loss or Computer Virus regardless with any breach of contract or other negligence by the Company or any of its employees or agents of other event contributing concurrently or in any other Sequence to such loss, injury, damage, business interruption, cost or expense.

2.6 The company shall not be liable in any way whatsoever for any loss, injury, damage, business interruption, cost or expense of whatsoever nature if the customer is in breach of it's obligations under this agreement, where such breach is a material and



contributing cause of such loss, injury, damage, business interruption, cost or expense.

2.7 The company shall not be liable in anyway whatsoever for any punitive damages suffered by the customer however arising.

2.8 Any claim or legal proceedings against the company arising from this contract must be brought within six months from the date on which the customer first becomes aware or thought reasonable to have become aware of the facts which gives rise to any such claim or legal proceedings.

2.9 The company shall take all reasonable precautions not to disclose to any third party any confidential information on it's security arrangements or the security services, or the business of the customer, this obligation will not apply to information which is or becomes public knowledge through no fault of the company.

2.10 The security services are shared with other customers and therefore may be interrupted or delayed temporarily if an incident detains the security officer of the company. At any one time the security officer will remain on the customers premises for such period not exceeding one hour, as he is required to provide the security services. Where manpower resources and other demands of the shared service permit, the company shall use its reasonable endeavours to provide the security cover beyond the maximum period of one hour.

2.11 All keys held on behalf of the customer shall be surrendered to an authorised representative of the customer immediately upon receipt of a request in writing.

3. The Customer's Obligations

3.1 Except as otherwise provided in the Sales Agreement (ASLCD 033). The customer will, at its own expense provide in a timely manner all equipment and facilities at the location where the security services are to be provided that are required to enable the company's employees to carry out the security services. Such equipment and facilities shall include, without limitation, adequate heating, air conditioning, lighting, power,



toilet facilities and telephone (if required).

3.2 The customer shall provide on a timely basis all information and materials reasonably required to enable the company to provide the security services. The customer agrees that all information disclosed or to be disclosed by the company is or will be true, accurate and not misleading in any material respect. The company will rely on and will not be independently verified the accuracy and completeness of any information supplied by the customer. The customer shall be responsible for informing the company of any changes to the information originally presented to it. The customer will ensure that the locations, which the company's employees may use or visit to carry out the security services will constitute a safe place of work.

3.3 The customer shall comply with and fulfil the security recommendations made in writing by the company in connection with the performance of the security services to facilitate compliance with health and safety requirements.

3.4 The customer will notify the company of any dishonest, wrongful or negligent acts or omissions of the company's employees or agents in connection with the security services as soon as possible after the customer becomes aware of the incident or allegation.

3.5.1 The customer shall not cause or permit any third party to make use of its benefits from the security services in any way without the prior consent in writing of the company signed by a representative duly authorised in that behalf.

3.6.1 During the period of this agreement and for six months after its termination the customer shall not without the prior written consent of the company:

3.6.1.1 Employ or contract the services in any security capacity, any employees of the company or an ex-employee who was an employee in the preceding six months nor make any offer to do so;

3.6.1.2 Employ or contract the services of any form or company, which is managed or



controlled by such employees or ex-employee.

3.6.1.3 In order to protect the legitimate business interests of Axien Security Limited the Customer/Supplier covenants with the Company for itself and as agent for each company in the same group as [the Customer/Supplier] that it shall not (and shall procure that no member of its group shall) (except with the prior written consent of the Company):

(a) attempt to solicit or entice away; or

(b) solicit or entice away,

from the employment or service of the Company the services of any Restricted Person other than by means of a national advertising campaign open to all-comers and not specifically targeted at such staff or contractors of the Company.

3.6.1.4 The Customer/Supplier shall be bound by the covenant set out in Clause 3.6.1.3 that during the term of this agreement, and for a period of 6 months' after termination or expiry of this agreement.

3.6.1.5 For the purposes of this 3.6.1.3 a Restricted Person shall mean any firm, company or person employed or engaged by the Company during the term of this agreement, who has been engaged in connection with the [provision/receipt] of the Services or the management of this agreement or of whom [the Customer/Supplier] has become aware in the course of providing or receiving the Services, whether Restricted Person has been employed or engaged as principal, agent, employee, independent contractor or in any other form of employment or engagement and who could materially damage the interests of the Company if they were involved in any capacity in any business concern which competes with the business of the Company.

3.6.1.6 If the Customer/Supplier commits any breach of this 3.6.1.3, the Customer/Supplier shall, on demand, pay to the Company a sum equal to one year's basic salary or the annual fee that was payable by the Company to the Restricted Person plus the recruitment costs incurred by the Company in replacing such person. The parties confirm that these liquidated damages are reasonable and proportionate to protect the legitimate interest of the Company in performance.



3.6.1.7 Procure any other person or company to breach clauses 3.6.1.1 or 3.6.1.2 above.

3.7 The customer will take reasonable precautions to see that their premises and its contents are safe and will indemnify the company against any loss of or damage to the company's property or any injury sustained by any of its employees which is due to or arises out of the customers premises or its contents being unsafe provided in the case of loss or damage to property the customer's liability will not exceed an amount equivalent to the respective sums specified in clause 6.

3.8 The customer shall take all reasonable precautions not to disclose to any third party any confidential information on its security arrangements or the security service, including without limitation any assignment instructions and the contents of this agreement. This obligation will not apply to information, which is, or becomes public knowledge through no fault of the customer.

3.9 The customer confirms that the customers premises are maintained in accordance with the Occupiers Liability Act (1984) and that it conducts its business with considerations for Section 3 of The Health and Safety at Work Act (1974), Workplace, Health, Safety and Welfare Regulations (1992) and regulations 3 and 12 of The Management of Health and Safety At Work Regulations (1999).

4. Duration

4.1 The provision of security services shall commence on the start date specified in the Sales Agreement (ASLCD 033) (the start date) and shall continue as specified in the Sales Agreement (ASLCD 033) either for the minimum term or until the fixed end date (the initial period).

4.2 Subject to clauses 5.7.8 and 10.2 the agreement will remain in force for the initial period and in the case of the minimum term will continue thereafter unless or until terminated by either party giving the other party not less than one month's notice expiring at the end of the initial period or at any time thereafter.



5. Charges

5.1 The price, exclusive of any Value Added Tax (VAT) to be paid by the customer for the provision of the security services shall be for the amount specified in the Sales Agreement (ASLCD 033) payable per month (the charges).

5.2 The charges are exclusive of any VAT or other applicable sales tax, which will be charged in addition at the applicable rate.

5.3 The charges shall be invoiced by the company in advance, and the customer shall pay such invoices within **7 days** of the date of invoice (the payment terms) without deduction or set-off.

5.4 If any sums owing to the company are overdue by more than 7 days the company may:

5.4.1 Charge interest and any other related charges on the outstanding amount in accordance with A Late Payment of Commercial Debts (Interest) Act (1998) and The Late Payment of Commercial Debts Regulations (2002) (the default interest rate) and the customer shall pay such interest and related charges together with charges (if any) for attendance at court and related expenses. The company may also use a third party company to assist in the recovery of any over due amounts and any related charges for this service may be added to the outstanding invoice.

5.4.2 Suspend the provision of the security services (but the customer shall remain liable for payment of the charges during the period of suspension).

5.5 During the initial period the company may only increase the charges as follows:

5.5.1 By giving one months prior notice if and to the extent that the company's cost are increased by the increases in labour costs, National Minimum Wage increases, insurance, VAT, national insurance contributing by employers or by changes in law and any other regulatory costs which have effect after the start date.



5.5.2 If the minimum term is no longer than 6 months the charges may also be increased on each anniversary of the start date on the expiry of one month's prior notice in writing.

5.6 At any time after the minimum term the company may also increase the charges by giving one-month prior notice in writing.

5.7 In the event that the company gives notice as described in clauses 5.5 or 5.6 the customer may within one month from the date of service of such notice, give the company one month's notice to terminate this contract, during the period of such notice of termination the proposed increase in the charges shall not apply.

6. Liability of The Company

The total liability of the company under this agreement shall in no circumstances exceed in respect of any one incident or series of related incidents the sum of £250,000 and in the aggregate in respect of any or all incidents arising during the period of this agreement the sum of £1,000,000 that where the security services relate only to response, the limit of liability shall be £100,000 and £250,000 respectively and in so far as loss or damage is caused by theft or any attempts threat committed by the company's employees, to maximum amount in any one instance of £1,000,000.

7. Force Majeure

The company will not be liable to the customer for any delay or failure to fulfil its obligations under the Contract as a result of:

7.1 Acts of Terrorism, Biological or Chemical Contamination, Electronic data loss and computer virus.

7.2 arises from causes beyond its control including, without limitation, fire, flood, acts of god, acts or regulations of any government, supernatural, war, riots, severe weather conditions or industrial disputes.



8. Termination

Either party may terminate this agreement forthwith by giving notice to the other:

8.1 If the other party is in material breach of its obligations under this agreement and, in the case of such breach is capable of being remedied, fail to remedy that breach within 28 days of receiving notice of such breach.

8.2 If the other party commits an act of bankruptcy or goes into liquidation other than for the purposes of reconstruction or amalgamation or suffers the appointment of a receiver, administrative receiver, or any administration of any of its property or income or make any deeds or arrangement with or composition for the benefit of any of its creditors.

9. General

9.1 Any amendments of this agreement are not effective unless agreed in writing and duly signed by the company directors and the customer.

9.2 If any provision of this agreement is held to be invalid or unenforceable in whole or in part, such provision shall be deemed not to form part of this agreement. In any event the validity and enforceability of the remainder of this agreement will not be affected by any such invalidity or enforceability of the remainder of this agreement.

9.3 This agreement forms the entire agreement between the customer and the company relating to the provisions of the security services noted in the Sales Agreement (ASLCD 033). It replaces and supersedes any previous proposals, correspondents, understandings or other communications whether written or oral. No other terms or conditions whatever (including but not limited to the customers purchase conditions) or shall be included unless they are in writing and signed by a representative of each of the parties duly authorised in that behalf and are attached to this agreement.



9.4 No waiver, delay or failure by the company in enforcing any provision of this agreement shall prejudice or restrict the rights of the company under this agreement nor shall waiver by the company of any breach operate as a waiver of any subsequent breach. The rights, powers and remedies provided to the company in this agreement are in addition to, and do not exclude or limit any right or remedy provided by law.

9.5 Any notice required to be given under this agreement shall be in writing and must be left at the address of the party to whom it is addressed or sent by pre-paid ordinary post to the address of the recipient or sent by fax to the fax number of the recipient which is specified in the body of this agreement if the recipient lives at another address or fax number then to that address or fax number or email address.

9.6 This agreement shall be governed by and construed in accordance with the laws of England. The courts of England and Wales shall have jurisdiction to settle any dispute arising out or of in connection with this agreement including a dispute regarding the existence, validity or termination of this agreement.

9.7 The Contracts (Rights of Third Parties) Act (1999) shall not apply to this agreement and no person other than the parties to this agreement shall have any rights under it, nor shall it be enforceable under that act by any person other than the parties to it.

9.8 All telephone calls made by or to the customer maybe recorded by the company in accordance with procedures specified in the prevailing Data Protection Act (1998).

10. Static Guarding Services

Should any static guarding services be incorporated into this contract the following clause shall apply:

10.1 The customer agrees to provide Shelter (an enclosed room with heating), hot drinks facilities, toilet facilities, first aid facilities and any other statutory facilities for the company employees who are at the customers' premises.



10.2 For the static element of the security services only, the period of notice specified in clause 4.2 shall not be less than 3 months.

10.3 The customer agrees that upon requesting 'ad-hoc' or 'irregular' cover from Axien Security Limited, the entire cost of the pre-booked shift will be chargeable for cancellations where less than 24 hours notice has been given. Emergency cover (bookings made with less than 24 hours notice) will also be chargeable - in full - even if the guard is not required after the booking is made.

11. Key-Holding Response / Mobile Patrol Services

The Company shall make every effort to respond to a call as soon as safe and practically possible. The Customer understands that the Company response and patrol vehicle (s) are providing services to other customers and therefore may take additional time respond if there are multiple on-going incidents.
