

CONTRACT AGREEMENT

BETWEEN

Support Security Services

Gloucester House
399 Silbury Boulevard
Central Milton Keynes
Milton Keynes MK9 2AH

AND

('the customer')

Whereby it is agreed as follows:

1. Premier One Security/Support Security Services, hereafter known as 'the company' agrees to carry out the following:

Service to be provided:

| | | | |
|---|---|--|--|
| 1 | Service to be provided (enter x against services selected) | Static Guarding Mobile Patrols Alarm Response Key Holding | |
| 2 | Hours and any specific terms of the contract | | |
| 3 | At the Site Address | | |
| 4 | Date and Time Service is to Commence | | |

At the rate of:

| | | | |
|---|---|------------------------|-------|
| 5 | Standard Rate of Charges (ex VAT) | Static Guarding | £ N/A |
| | | Mobile Patrols | £ N/A |
| | | Alarm Response | £ N/A |
| | | Key Holding | £ N/A |
| 6 | Your fixed monthly fee (ex VAT) based on the Hours in Paragraph 1.2 | | |
| 7 | Bank Holiday Charges (ex VAT) | Charged at Double Time | |

Contract and Payment Terms:

| | | |
|----|--------------------|---|
| 8 | Period of Contract | TBA |
| 9 | Termination Date | |
| 10 | Notice Period | 3 Month's |
| 11 | Payment Terms | Invoiced monthly in advance for payment no later than the 10 days from month end. |

2. If any security personnel shall be required to attend at a Police Station or another place, for the purpose of providing a statement or evidence or any other proper purpose and/or shall be required to attend Court to give evidence or for any other reason arising from the performance of an Agreement and the provision of the security service, the company shall be entitled to charge for time spent by such security personnel in that connection at the rate provided in paragraph 1 plus all proper expenses.
3. The company, whilst abiding by any mutually agreed criteria stated by the customer in relation to training of staff, onsite training, familiarisation or other training, reserves the right to deploy any staff it may see fit on tasks required by the customer so long as the task or tasks are within the relevant laws of the United Kingdom and are not illegal under any Statute Law, Common Law, Order, Instruction or Regulation issued by the Government of the United Kingdom or the European Union.
4. Any notice of an increase due under any contract for the supply of services shall be given by the company to the customer in writing and shall take effect from the date one month after such notice. In the event of a National Minimum Wage being legislated that is in excess of officers' present earnings, with the agreement of the customer, the company shall initiate an increase.
5. Payment for the services provided in terms of the contract is agreed as follows:
 - 5.1 Static Guarding and Regular Mobile Patrols:
Monthly in advance, to be paid no later than the 1st of the month in which it falls due.
 - 5.2 Alarm Response:
30 days from date of invoice.
 - 5.3 Key Holding:
Payment is annually, in advance.
6. Without prejudice to any other remedy it may have, the company shall be entitled to charge interest at the rate of 5 per cent per annum over the Base Lending Rate at the time on all overdue sums owed by the customer to the company, such interest to accrue from day to day when payment shall be made whether before or after any judgement.
7. The company shall indemnify the customer (and then only to the limited extent set out below), against any loss or damage to tangible goods or property belonging to the customer in the following circumstances:
 - 7.1. In so far as any such loss or damage is caused by the sole negligence of the company to a maximum amount in any instance of £5,000,000 (FIVE MILLION POUNDS).
8. The company undertakes to affect Employers Liability Insurance for a maximum amount of £5,000,000 (FIVE MILLION POUNDS).
9. The company shall be under no liability whatsoever to the customer or any third party and the customer shall fully indemnify the company in respect of any claim where:
 - 9.1 The company and its servants or agents are hindered or prevented to carry out its contractual duty to the customer by virtue of any strike, lockout, labour dispute, weather conditions, traffic congestion, mechanical breakdown or any cause of any kind whatever beyond the company's control.
 - 9.2 The presence of hazards due to defective structure or means of access, the presence of noxious, toxic, explosive or radioactive substance or any other state of the customer's premises or premises upon which the company's servants or agents are obliged to enter, which renders them dangerous in the opinion of the company to any servant or agent of the company.
 - 9.3 The recommendations of the company in respect of equipment required or services for a particular contract are not strictly adhered to by the customer and loss to the customer or third party which could give rise to a claim against the company occurs.

- 9.4 The company is required to undertake any extraneous duties other than those mentioned above, unless such duties are specifically agreed in writing prior to being carried out.
10. In the event of the customer wishing to make a claims against the company, its servants or agents the customer must submit a claim in writing to the company, giving sufficient details for the negligence or fault to be identified and investigated within seven days of the loss or damage occurring.
11. The company will at the written request of the customer, increase the limit of indemnity referred to in paragraph 7, providing the customer meets any increased cost in premium. The increase in the limit will only be effective after acceptance of the increase by the Insurance Company has been received, in writing, by the company.
12. The customer will not be permitted to offset any claims arising in terms of paragraph 7 against payments due to the company for the provision of services in of this contract.
13. The customer undertakes that neither during the period of this contract nor for a period of one year after its termination shall it without the previous written consent of the company:
- 14.1 Offer employment, in any capacity concerned with security, to any employee of the company, engaged during the period of this contract, without compensation to the company of 12.5% of the said employee's annual wage or salary.
- 14.2 Employ any firm or company providing services similar to those provided by the company owned, managed and controlled by an employee of the company, or a person who was an employee of the company during the period of this contract.
14. The company may terminate the contract for the supply of services:
- 16.1 At any time, if the customer delays or is in arrears of payment of any sum due hereunder providing such payment has been demanded in writing by the company.
- 16.2 At any time, if the customer becomes apparently insolvent or in the event of the customer being a Limited Company going into liquidation or receivership other than for the purpose of reconstruction.
- 16.3 Upon giving one month's written notice if the company finds it impracticable to maintain the service. In such cases, the customer shall have no claim in respect of such termination and the company is the sole judge of what is impracticable.
15. The customer may terminate the contract upon giving a minimum of One Month's notice in writing, or as agreed in paragraph 1, should the company fail to perform the duties and an obligation contained within this agreement and has failed to rectify any such problem within a reasonable length of time.
16. Contracts which are not cancelled on the termination date detailed in paragraph 1 are subject to 3 months' notice of termination in writing.
17. The customer agrees to provide adequate shelter for static personnel. Such shelter shall include heating, lighting, protection from the elements, toilet facilities and other amenities in accordance with the aims and provisions of the Health and Safety at Work Act 1974. In the event of such shelter not being provided the company reserves the right to provide it and add the cost of such provision to the sum under this contract or alternatively resign from the contract without penalty.
18. Any additions, changes or alterations to this contract will be notified in writing, allowing a reasonable time for either party to study any such notification prior to any agreement to be bound by such changes.
19. Both the company and the customer agree to allow each party a reasonable length of time to investigate, assess, collate and rectify any faults or problems that may be present in relation to the service provided. Initial details of any fault, problem or breach may in the first instance be notified verbally, with written confirmation being despatched within three working days.
20. It is the obligation of the customer to identify and consult with the company on any specific Health and Safety or Environmental requirements that apply or are likely to apply during the period of the contract.

21. The company will be responsible for any of their employees misusing the company's telephones and will reimburse the customer for all costs incurred, up to a maximum of £5,000. The company will severely discipline any of their employees using the customer's telephones.
22. The company cannot enter into any commitment which would involve assuming the powers of the Civil Police Authorities.
23. The customer shall maintain confidentiality with respect to information obtained whilst tendering for or fulfilling the contract, and for a period of twelve months after termination.
24. The customer shall ensure the provision and/or maintenance of any specified item or service, which the customer has agreed to provide and which is necessary for fulfilling the assignment.
25. These Terms and Conditions are deemed as accepted by the customer unless any concerns are brought to the attention of Premier One Security Services in writing within twenty one (21) days of receipt.
26. This contract shall be construed in accordance with the laws of England and the Courts of England shall have exclusive jurisdiction in relation to any matters arising out of this contract.

Signed for and on behalf of Support Security Services

Stephen J Woolford

Name: Stephen Woolford (Proprietor)

Date:

Signed for and on behalf of

Name:

Date: