

Interpretation

In these Conditions the “Company” means Oakpark Security Systems limited and the “Customer” means the person who has contracted with the Company to operate and maintain a security service in accordance with the terms of this Agreement.

1. Definitions

In this Agreement the following terms will have the following meanings:

- ◆ “Commencement Date” : the date set out in the Order on page 1.
- ◆ “Payments” : the amount specified on page 1 or works order.
- ◆ “Site” : means the site address set out in the Order on page 1.
- ◆ “Term” : means the period one-year from the Commencement Date.

2. The Company’s Obligations

- 2.1 The Company shall from the Commencement Date for the Term and thereafter unless and until determined in accordance with clause 8 operate and maintain a security service in respect of the Site comprising the security arrangements set out in the Order on page 1.
- 2.2 Throughout the duration of this Agreement the Company agrees that:
 - 2.2.1 All security officers and personnel employed in the performance of the Company’s duties have been vetted in accordance with BS 7858:2006 and passed fit for their duties.
 - 2.2.2 All such security officers and personnel will be supervised by a supervisor or other senior officer of the Company who will make periodic check visits.
 - 2.2.3 A duty record of attendance at the Premises will be kept by the security officer, where required by the Customer, logging all irregularities or incidents discovered by the officer, the Customer or other party.
 - 2.2.4 The security officer in charge of the Premises will at all times, ensure the security of the keys entrusted and passed to the Company for the purpose of carrying out the terms of this agreement and in respect of which the Company has issued a written key receipt.
 - 2.2.5 All front line personnel comply with the requirement of the SIA Licensing board
- 2.3 The Company will insure its security officers and personnel engaged in the performance of this Agreement against injury sustained by them in the course of carrying out their duties in pursuance of it and unless such injury shall be wholly or in part the fault of the Customer or of any person for whom the Customer is responsible, the Company will indemnify the Customer against all actions claims and demands in respect of such injury.
- 2.4 Warning Boards indicating that the Company is watching the Site will be supplied to the customer at agreed rates.

3. Indemnity

- 3.1 The Company shall be under no liability whatsoever in respect of:
 - a) Loss, damage or injury [or any consequential] or indirect loss sustained by the Customer or its employees, or workmen or third parties by reason of any act of neglect of the security officers or personnel in excess of [£10,000,000].
 - b) Loss of or damage to the Customer’s property or property for which the Customer is responsible [or any consequential] or indirect loss attributable to the fraud, theft or dishonesty of the security officers or personnel in excess of [£10,000,000].
 - c) Loss, damage or injury or any consequential or indirect loss arising from the performance of or failure by the Company to perform a duty extraneous to this agreement which the Company or its security officers or other personnel may at the express wish of the Customer have undertaken to perform (whether such loss, damage or injury or consequential or indirect loss be due to the negligence of the Company or of its employees or agents or to any other cause whatever) unless the Company has agreed in writing to carry out such extraneous duty and the written agreement is signed by an officer of the Company.
 - d) Except in respect of keys referred to in clause 2.2.4 hereof, loss, damage or injury or any consequential or indirect loss arising from the loss of or damage to any other keys, including without limitation of cost for changing locks and keys in excess of [75,000]

- e) Any and all claims arising from any duty assumed by the Company which involves the operation, testing, examination or inspection of the operation or condition of any alarm, machine, plant or equipment in or about the Customer's premises, or which involves the provision of any service not related to the prevention or detection of fire, explosion, theft, flood or other water damage in excess of [£10,000,000]
- f) The consequences of any incident involving fire, explosion, flood or other water damage in excess of [£2,000,000].
- g) [Any consequential loss].
- 3.1.2 Notice of all claims by the Customer in respect of any loss, damage or injury or consequential or indirect loss shall be given in writing to the address for the Company given at the head of this agreement within twenty one (21) days of the occurrence or discovery of such loss, damage or injury or consequential or indirect loss and in default of such notice within such period the Company shall not be held responsible for such claim.
- 3.1.3 Where the Customer deals as a consumer with the Company the provisions set out in this Contract will not affect his statutory rights.
- 3.1.4 Except in respect of death or personal injury caused by the Company's negligence, the Company shall not be liable to the
- 3.1.5 Customer by reason or any representation, or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the contract, for any consequential loss or damage (whether for loss of profit or otherwise), costs, expenses or other claims for consequential compensation whatsoever (and whether caused by the negligence of the Company, its employees, agents or otherwise) which arise out of or in connection with the supply of the Services by the Company, except as expressly provided in these Conditions.
- 3.1.6 The Company confirms that it can insure for, loss or damage to tangible goods and property belonging to or held in trust by the Customer arising from the Company's negligence of wilful default, and liability for fraud, theft, loss of keys and consequential loss arising from loss of keys and if the Customer wishes to increase the limit of the Company's liability they agree to pay any additional premium payable by the Company for the increased limit.
- 3.1.7 The Company confirms that it is insured for employers and public liability risks and its limit of indemnity for public liability insurance is [£10,000,000].
- 3.1.8 The Company shall have no liability whatsoever in not carrying out any services caused by any of the following:
 - a) War, Government act, Terrorism including acts for religious, ideological or political purposes, act of hostile forces, civil disturbances or extensive disruption of public services.
 - b) Strike, lock out or any other labour dispute affecting the Company's employees or those of the customer where in the latter it prevents the Company carrying out the service. The Company will not provide any services of a strike breaking nature.
 - c) Any event beyond the Company's control preventing Company staff travelling to the Customer's premises including mechanical breakdown, adverse weather conditions and adverse traffic congestion.
 - d) Hazards due to defective structure, or access, presence of noxious, toxic, combustible, explosive or radioactive substances or any other conditions rendering the premises dangerous, after appropriate assessment has been performed.
- 3.2 The Customer is responsible for any liability which is wholly or in part the fault of the Customer and any payment made by the Company will be reduced or proportionately reduced where the Customer is partly at fault.
- 3.3 The Company shall have no liability whatsoever in the event of any breakdown (mechanical, electrical or otherwise) or presence of defects in any security, surveillance, alarm or communications equipment installed or maintained by a third party or any other equipment whose defects were not made known to the Company and which did not arise out of reason of the negligence or wilful default of the Company, its employees or agents.

4 The Customer's Obligations

- 4.1 In consideration of the services to be rendered by the Company under this agreement the Customer agrees:
 - 4.1.2 To pay to the Company in return for the services provided under this agreement the charges set out in the Order on page 1, as may be amended from time to time to be paid monthly in arrears the first such or proportionate payment to be made on the date set out in the Order on page 1.
 - 4.1.3 To indemnify the Company in respect of all liabilities relating to any loss or damage or consequential or indirect loss in respect of which clause 3 declares that the Company has no liability.

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- 4.2 At any time not earlier than six months after the Commencement Date the Company may increase the charges set out in the Order on page 1 hereto by giving the Customer no less than one month's prior notice in writing specifying the amount of the increase and the date upon which such increase shall take effect.
- 4.3 If the Customer fails to make any payment on the due date then without prejudice to any other right or remedy available to the Company, all amounts payable under the Contract shall become immediately due and payable and the Company shall be entitled to:
- ◆ Cancel the Contract in accordance with Clause 8 or suspend the supply of any further services to the Customer;
 - ◆ Charge the Customer interest (both before and after any judgement) on the amount unpaid, at the rate of 5% per annum, above the National Westminster Bank plc base rate in force from time to time, from the due date until payment is made in full.
- 4.4 In the event that it is necessary for the Company to take legal proceedings against the Customer to recover any charges then, without prejudice to any of the Company's other rights and remedies, the Customer shall be charged an additional fee of £400 plus VAT which the Customer agrees is a genuine and reasonable pre-estimate of the Company's administration costs. The Customer will also be liable for all-legal costs and expenses, which the Company suffers or incurs due to the process of legal action.

5 VAT

- 5.1 All sums payable under this agreement unless otherwise stated are exclusive of VAT and other duties or taxes.
- 5.2 Any VAT or other duties or taxes payable in respect of such sums shall be payable in addition to such sums.

6 Equipment etc To Remain The Company's Property

- 6.1 All equipment supplied by the Company shall remain the sole property of the Company.
- 6.2 In the event that the Customer purchases equipment or any other goods from the Company, (the "Goods") risk of damage to or loss of the Goods shall pass to the Customer at the time of delivery to the Customer. Notwithstanding delivery and the passing of risk in the Goods, or any other provision of these conditions, the property in the Goods shall not pass to the Customer until the Company has received by form of cleared funds reflecting payment in full for the cost of the Goods.
- 6.3 Until such time as the property in the Goods passes to the Customer, the Company shall be entitled at any time to require the Customer to provide access to the Goods, and if the Customer fails to do so forthwith, to enter upon any premises of the Customer or any third party where the Goods are stored and repossess the Goods through means of litigation.

7 Termination

- 7.1 Subject to the provisions, this agreement, shall terminate at the end of the defined Term with the agreement to continue only beyond the end of the Term by either party giving to the other **one/three** month's notice in writing, unless the actual term is defined as a roll on contract with termination date only to be provided.
- 7.2 On termination of this agreement the Company shall be permitted to remove all its apparatus and equipment which may have been placed by the company upon the Premises of the customer.
- 7.3 This Agreement may be terminated by the Company forthwith if the Customer shall:
- ◆ (being an individual) commit an act of bankruptcy or (being a company) shall go into liquidation other than for the purposes of income or
 - ◆ upon the appointment of a Receiver
- 7.4 Upon termination of contract given by either party for whatever reason, the terms for payment of any current or outstanding invoices pending payment will become payable in full within seven days from the termination date.

8 Termination For Non-payment

If the Payments or any part of them shall remain unpaid for a period of one month after they have become due the Company may give to the Customer seven days' notice to terminate this agreement and unless such sum has been paid before the expiration of such notice this agreement shall upon such expiration terminate and the Company's obligations under it shall cease but without prejudice to the liability of the Customer in respect of such or any other breach of this agreement.

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9 Special Provisions Regarding Patrol Service

The parties agree that in the interest of keeping the costs of the patrol service to a reasonable level, visits by a patrol to the Customer's premises under that service will be part of a round or rounds of visits made by the patrol to premises of other customers of the Company. The pattern of such visits may be subject to delay, interruption or omission as a result of the patrol being involved in dealing with an incident or suspected incident at the premises other than those of the Customer in the course of a round, and the Customer agrees that any such delay, interruption or omission shall not be a breach by the Company, its employees or agents of any duty under any express or implied term of the contract.

10 Non-solicitation of Staff

10.1 The Customer acknowledges that the Company has expended considerable time and expense in undertaking the security screening and training of their employees and that if the Customer were to employ the Company's employees directly the Company may not be able to recoup its investment in the employee's and may suffer loss.

10.2 Accordingly, the Customer agrees that it will not during the term of this Agreement, or within one year after the termination hereof, without the prior written consent of the Company either:

10.2.2 On its own behalf or on behalf of any other person, firm or a Company, directly or indirectly, offer employment in any capacity to any person who shall be or shall have been an officer or employee of the Company during the subsistence of this contract and who has worked on services provided to the Customer hereunder; or

10.2.3 Knowingly employ any firm or Company managed or controlled by such a person as referred to in clause 10.2.1 above, to supply a service similar to that provided by the Company hereunder.

10.3 The Customer confirms that if they breach the provisions of this clause 10. then the Company shall be entitled to payment of a sum equal to ninety full days wages of the relevant person employed which the Customer agrees is a genuine and reasonable pre-estimate of the Company's loss.

11 Strikes

11.1 In the event of a strike on the Customer's premises the Company's employees will not be required to carry out any additional duties or any duties of a strike breaking nature.

11.2 If during the term of this Agreement the performance of the Company's obligations would or might involve the Company in conflict with a third party on a political or quasi-political issue or in connection with any civil dispute the Company shall be absolved from its obligations hereunder either wholly or to such an extent as may be necessary to avoid such conflict (as the case may require).

12 Force Majeure

12.1 Both parties shall be released from their respective obligations in the event of national emergency, war prohibitive governmental regulation or if any other cause beyond the reasonable control of the parties or either of them renders the performance of this agreement impossible whereupon all money due under this agreement shall be paid immediately and in particular:

12.1.1 The Customer shall immediately pay to the Company all arrears of the Payments.

12.1.2 Each party shall be liable to pay to the other damages for any breach of this agreement and all expenses and costs incurred by that party In enforcing its rights under this agreement.

12.2 No variation to the terms of this Agreement including the Order on page 1 hereto shall be binding unless and until it is confirmed in writing by a senior member of the companies management team.

12.3 This Agreement constitutes the entire agreement between the Company and the Customer and shall not incorporate or be deemed to incorporate the provisions of any other document.

12.4 This Agreement shall supersede the provisions of any previous contract, warranty or representation made or given relating to the Services.

12.5 For the avoidance of doubt, except as expressly provided in these conditions, all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

13 Further Indemnity By The Customer

The Customer shall for all purposes be treated by the Company as the sole beneficial owner of all property whether building or chattels, the protection of which is the subject of this Agreement and if any other person asserting any right or interest in the said property shall make any claim against the Company, its employees or agents arising out of the subject matter of this contract whether arising out of negligence, breach of duty or other wrongful act or omission by the Company, its employees or agents, otherwise in respect of any loss or damage outside or beyond the liability of the Company and its employees or agents against any such claim (and all costs incurred therein), or in so far as any such claim shall cause a total liability of the Company to the Customer and all such claimants to exceed the limited sums set out in clause 3 above.

Provided that if any employee or agent of the Company shall have been guilty of any deliberately wrongful act of omission (relevant to the loss of damage in respect of which any such claim was made) such employee shall not be, as between himself and the Customer entitled to the benefit of this indemnity.

14 Static Guarding

It is the responsibility of the Customer to provide and maintain accommodation, deemed suitable by the Company, for use by the Security officers with adequate heating and lighting and access to telephone and toilet facilities. Failure to comply with these conditions shall entitle the Company to terminate this agreement without notice of compensation.

15 Terms To Apply

Commencement of the supply of the Services implies acceptance of the terms and conditions set out in this Agreement.