

# GES Terms and Conditions

## 1. DEFINITIONS AND INTERPRETATIONS

### 1.1 In these terms and conditions:-

"Agreement term" means the term of the security services agreement as specified in the security services agreement;

"Charges" means the GES' charges for additional services agreed by both parties, in each case as varied from time to time in accordance with the terms of the security services agreement;

"Customer" means the customer specified in the security services agreement;

"Company" means; GES

"Security Services Agreement" means the agreement that incorporates these terms and conditions, and references to the security services agreement shall include references to these terms and conditions;

"Services" means the services as described in part 4 of the GES Agreement and any additional services agreed by both parties from time to time;

"Services specification" means any document, whether referred to in the Security Services Agreement or otherwise, agreed in writing between both parties, which contains a specification of the services to be provided by the GES.

1.2 In the Security Services Agreement the plural includes the singular and vice versa; a reference to any person includes a reference to any individual, partnership or company; a reference to any document includes a reference to any amended, revised or modified version of that document, or any replacement for that document; words and expressions defined in the Companies Act 1985 (as amended) shall bear the meanings assigned to them therein; and the headings are for convenience only and shall be ignored when constructing or interpreting the security services agreement.

## 2. DURATION

2.1 The security services agreement shall be and continue in force and effect for the agreement term

## 3. SERVICES

**3.1 Provision:**  
GES will provide the services and the customer will accept and pay for the services, on and subject to the terms of the security services agreement and these terms and conditions.

**3.2 Services Specification:**  
Each party shall comply with the services specification.

**3.3 Instructions:**  
GES and its officers, employees, agents and contractors, shall be entitled to assume that any instructions or information received from the customer or authorised officers are given with the appropriate authority, and are true, complete and accurate.

**3.4 Additional Duties:**  
Subject to clause 3.6, the customer may request reasonable additional one-off or temporary duties related to the services. If any such duties are in the opinion of GES to be performed regularly or outside agreed working hours, then they shall be dealt with by way of a variation in accordance with clause 3.5.

**3.5 Variations to the services:**  
Subject to clause 3.6, either party may propose reasonable variations or adjustments by notice in writing to the other. GES will be entitled to make a reasonable adjustment to the charges as a result of any proposed variation. The customer and GES shall negotiate in good faith with a view to agreeing any proposed variations and adjustments to the charges.

**3.6 Excluded Services:**  
GES and its officers, employees, agents and contractors shall be entitled to refuse to perform any additional services where in their opinion the services are not ones which they are adequately trained or qualified to perform, or are not of a type which they are normally employed to do, or are illegal, immoral or offensive, or they are not reasonably related to services already provided by GES, or are of a strike breaking nature.

## 4. CUSTOMER'S OBLIGATIONS

**4.1 Service Information:**  
The customer shall promptly provide the GES on request with all such information which GES reasonably requires to perform the services and will ensure that all information which the customer provides to GES is true, complete, accurate and adequate, promptly inform GES of any changes to any such information, provide any additional information which GES may require as soon as reasonably possible, and confirm the accuracy of any information held by GES promptly following any request.

**4.2 Access and Facilities:**  
The customer will provide GES on request all reasonable facilities and assistance which GES reasonably requires to perform the services, including appropriate rights of access to any premises where the services are to be performed, and suitable office facilities at any premises where the services are to be performed (including a telephone and a power supply).

**4.3 Acts of Employees:**  
The customer will promptly notify GES of any wrongful, negligent, criminal or dishonest act or omission of any employee of GES providing the services of which it becomes aware.

## 5. CHARGES

**5.1 Charges:**  
The customer shall pay GES the charges for the services.

**5.2 Annual Variation:**  
Unless otherwise agreed, the GES may increase the charges as from each anniversary of the date of commencement of the agreement term by notice in writing of such increase given at least one month prior to that anniversary date.

**5.3 Statutory Changes:**  
Unless otherwise agreed, GES may increase the charges by notice in writing to the customer by a reasonable amount to recover any increased costs or expenses suffered or incurred by GES in providing the services (including increased wage bills) as a result of any amendment, revocation, replacement or coming into force of any statute, statutory instrument, directive, regulation, order or other law.

## 6. PAYMENT

**6.1 Payment Terms:**  
GES will be entitled to invoice the customer for the charges and the customer shall pay GES invoices in accordance with the payment terms set out or referred to in the security services agreement or as otherwise agreed by the parties.

**6.2 Default Payment Terms:**  
In the absence of any other agreed payment terms, GES will be entitled to invoice the customer for the charges in respect of any services provided in a week at any time following the

end of that week, and the customer shall pay GES invoices within thirty days of receipt.

**6.3 Interest:**  
GES shall be entitled to charge daily interest (compounded monthly) on any overdue amounts (whether formally demanded or not) at the rate of 3% per year above the base lending rate of Barclays Plc for the time being in force, running from the date when such amounts were due until the date of payment (before as well as after judgement).

**6.4 VAT:**  
All charges and other amounts payable under the security services agreement are exclusive of value added tax, and any other applicable sales tax, which shall be payable in addition at the rate ruling from time to time.

**6.5 Set Off:**  
All charges and other amounts to be paid by the customer under the security services agreement shall be paid in full without deduction or withholding and the customer will not be entitled to assert any credit, set off, or counterclaim against GES in order to justify the withholding payment of such amounts in whole or in part.

**6.6 Time of Essence:**  
Payment of the charges and the time for payment of the charges under the security services agreement shall be of the essence of the security services agreement.

## 7. TERMINATION

**7.1 Termination of Contract:**  
A period of 90 days notice is required for termination of contract by either party unless points 7.2 below apply.

**7.2 Early Termination:**  
Either party may terminate the security services agreement at any time immediately by notice to the other party if:-

**7.2.1 Breach:**  
The other party commits a material breach of the security services agreement and (if capable of remedy) fails to remedy such breach within 30 days after receipt of notice specifying the breach and requiring the same to be remedied;

**7.2.2 Insolvency (companies):**  
Where the other party is a company, it shall be unable to pay its debts (within the meaning of section 123 of the Insolvency Act 1986, but as if in that Section the sum of £10,000 was substituted for the sum of £750) or shall be liquidated or wound up, or have a petition for winding up, or a petition for the appointment of an administrator is presented against it, or if it has a receiver or administrator receiver appointed to the whole or any part of its undertakings or assets, or if it shall become an insolvent or make an arrangement or compromise or otherwise compound or compromise with its creditors;

**7.2.3 Insolvency (individuals/partnerships):**  
Where the other party is an individual or partnership, any person comprised in the other party becomes unable to pay his debts (within the meaning of section 268 of the Insolvency Act 1986) or is subject to an interim order, or commits any act of bankruptcy, or makes a voluntary arrangement with his creditors.

**7.2.4 Overdue Charges:**  
If any charges payable by the customer become overdue and the customer does not pay such charges within 30 days after receipt of notice from GES requesting payment, GES will be entitled to terminate the security services agreement immediately by further notice in writing to the customer.

**7.3 Effect of Termination:**  
Except where expressly stated to the contrary, the rights and obligations of the parties under the security services agreement will cease immediately upon expiry or termination of the security services agreement. However, expiry or termination will not affect any accrued rights, obligations or liabilities.

**7.4 Return of Property:**  
On expiry or termination of the security services agreement, GES will return any keys or other property of the customer which has been provided to it in connection with the services.

**7.5 Services after Termination:**  
If GES has any legal obligation or duty to continue providing any of the services for any period of time after termination of those services or the security services agreement, the customer shall be liable to continue to accept and pay for those services in accordance with the terms of the security services agreement.

**7.6 Survival of Terms:**  
The following terms of these terms and conditions shall survive expiry or termination of the security services agreement for whatever reason. Clauses 4.4, 7, 9 and 9.

## 8. LIABILITY

**8.1 Reasonableness:**  
GES has no detailed knowledge of the nature or value of the contents of the premises where the services are to be carried out and is not an insurer. The customer will know the nature and value of the contents of any premises which are subject to the services, and agrees that since the potential loss or damage which the customer might suffer is likely to be disproportionate to the sums that can be reasonably be charged to GES, taking into consideration the opportunity afforded to the customer to negotiate the terms of any limitation set out in this clause 8, the customer acknowledges that it is fair and reasonable for GES to limit or exclude its liability. In particular, the customer agrees and acknowledges that the liability exclusions and financial caps laid out in this clause 8 are fair and reasonable.

**8.2 Relevant Liability:**  
In this clause 8 "Relevant liability" means the liability of GES to the customer for or arising out of breach of the security services agreement by GES, or the negligence or breach of statutory duty of GES in performing or otherwise arising out of or in connection with the security services agreement, or the acts or omissions (including trespasses, negligence and other torts) of GES officers, employees, agents or contractors in the course of performance of or otherwise in any way arising out of or in connection with the security services agreement or in relation to any premises or property the subject of the services, or any other cause connected in any way with the security services agreement (in each case whether such liability is in contract, tort, statute or otherwise howsoever).

**8.3 Limitation:**  
Subject to clause 8.7, the relevant liability of GES will be limited as follows:-

**8.3.1 Common Law Negligence:**  
The liability of GES to the customer for direct or physical damage or loss any property of the customer, or any property of a third party for which the customer is responsible which is contained in or situated on any premises the subject of the services, caused by or resulting from breach of GES of this agreement, or breach by GES or any employee of GES of any common law duty to take reasonable care or exercise reasonable skill or any statutory duty, or any other tort committed by GES or any employee of GES will be limited to £250,000 per event or series of related events.

**8.3.2 Other Causes/Loss:**  
Save in respect of the loss or damage referred to in clause 8.3.1, the relevant liability of GES will be limited to £50,000 per event or series of related events.

**8.4 Excluded Losses:**  
Notwithstanding any other provision of the security services agreement, GES excludes and will in no circumstances have any relevant liability for any of the following types of loss, damage, injury or liability: any special indirect or consequential losses, any loss of bargain, profit, anticipated savings, production, business, revenue, use, contract or

goodwill, or any liability of the customer to any other person for any type of loss, damage or liability referred to in this clause.

**8.5 Acts of Employees:**  
Notwithstanding any other provision of the security services agreement, but without prejudice to any liability of GES for breach of the security services agreement, GES excludes and will in no circumstances have any relevant liability for any willful, reckless or deliberate acts or omissions of its employees (including any burglary, theft, arson, or willful damage by an employee of GES) in each case in the course of performance of or otherwise in any way arising out of or in relation to any premises or property the subject of the services, unless such act or omission could have been prevented by reasonable supervision by GES.

**8.6 Notification:**  
Except for liability in respect of personal injury and death, GES excludes and will in no circumstances have any relevant liability where the customer fails to notify SGC Facilities.

Management of any claim in respect of such relevant liability within thirty days of its becoming aware of the event, incident, circumstance or occurrence which may or does give rise to such relevant liability.

**8.7 Personal Injury:**  
Nothing in the security services agreement shall exclude or limit the liability of GES to the customer for death or personal injury resulting from the negligence of GES or any officer, employee, agent or contractor of GES (as negligence is defined in section 1 of the unfair contract terms act 1977).

**8.8 Extension of Benefit:**  
The customer acknowledges and agrees that the benefit of clauses 8.1 to 8.7 shall extend to the officers, employees, agents and contractors of GES and that the benefit of such provisions are held by GES for itself and as trustee and agent for the officers, employees, agents and contractors of GES.

**8.9 Claims by Third Parties:**  
The customer shall indemnify GES from and against the liability of GES to any person (other than the customer) for any loss, damage, or liability suffered or incurred by that person for or arising out of the negligence or breach of statutory duty of GES, or the vicarious liability of GES for the acts or omissions (including trespasses, negligence and other torts) of GES officers, employees, agents or contractors, in each case by way of performance of or otherwise in any way arising out of or in connection with the security services agreement, or on or in relation to any premises or property the subject of the services (whether such liability is in contract, tort, statute or otherwise) provided that this indemnity shall not extend to any liability of GES for death or personal injury caused by the negligence of GES or its officers, employees, agents or contractors while acting in the course of their employment, or to the liability for loss, damage or liability to the extent that GES would also be liable to the customer for such loss, damage or liability and assuming that the limitations and exclusions of liability set out in this clause are valid and enforceable.

**8.10 Claims by Employees:**  
The customer shall indemnify GES against any liability of GES for personal injury or death suffered by an employee of GES caused by a negligence of the customer, or its officers, employees, agents or contractors, or any breach by the customer of any statutory duty owed by the customer under the occupiers liability act 1957, or otherwise occurring in the course of performance of or otherwise in any way arising out of the services, except in each case to the extent due to the contributory negligence of that employee.

**8.11 Separate Clauses:**  
Each of the clauses, and sub-clauses, of 8.1 to 8.9 shall be construed as a separate and severable contractual term, and if one or more of each of such clauses is held to be invalid, unenforceable or otherwise unenforceable, the remainder of such clauses shall remain in full force and effect and shall continue to bind the parties.

**8.12 Insurance:**  
GES will at all times during the agreement term effect and maintain insurance in respect of GES accepted liability under this clause 8 in such amounts, with such excess and on such other terms as GES will in its sole discretion decide.

## 9. GENERAL PROVISIONS

**9.1 Confidentiality:**  
Each party will keep confidential any information of the other party disclosed to it in connection with the security services agreement and will only use such information for the purposes of the security services agreement. A party may not disclose such information except in strict confidence to those its officers, employees, agents and contractors who need to know the same for the purposes of the security services agreement, or to any other where required by law. These obligations will not apply to any information which a party establishes is already in or subsequently enters into the public domain otherwise than as a result of unauthorised disclosure by that party. A party will as soon as practicable on request return or destroy any confidential information of the other party.

**9.2 Force Majeure:**  
Neither party will be in breach of the security services agreement or otherwise be liable in respect of any delay in performance, non-performance or defective performance of any of its obligations under the security services agreement, if such breach, delay, non-performance, or defective performance is caused by or results from any event or circumstance beyond its reasonable control, including an act of God, political

intervention, war, act of hostile forces, riot, civil disturbance, extensive destruction of public services, fire, flood, drought, accumulation of snow or ice or other adverse weather conditions, failure of power supply, lockout, strike, picket, stoppage or other action by employees of that party or any other person, traffic congestion, mechanical breakdown, obstruction of any premise, road or highway, explosion, fault or failure of plant or machinery, presence of noxious, toxic or combustible explosive or radioactive substances, any other state of the customers property or premises rendering them dangerous, defaults of agents or contractors where such default is beyond the reasonable control of the agent or contractor concerned, incompleteness or inaccuracy of any information provided breach of the security services agreement by the other party or any failure of any telecommunication link. Performance of any obligation affected by any such event or circumstance shall be suspended for so long as such an event or circumstance continues to affect that obligation.

**9.3 Assignment:**  
The security services agreement is personal to the customer, and the customer will not without prior written consent of GES assign, transfer, charge, mortgage or otherwise deal in the benefit of the security services agreement, without the prior written consent of GES. GES may assign or transfer the benefit of the security services agreement to any person.

**9.4 Sub-contracting:**  
GES may sub-contract or delegate any of its rights and obligations under the security services agreement to any person or company.

**9.5 Entire Agreement:**  
The security services agreement and the documents referred to in it constitute the entire agreement between the parties and supersede any previous agreements between the parties relating to the subject matter of the security services agreement. All terms and conditions of the customer are hereby excluded.

**9.6 Warranties:**  
Each of the parties acknowledges and agrees that in entering into the security services agreement, and the documents referred to in the security services agreement, it does not rely on, and shall have to remedy in respect of, any statement,

representation, warranty or understanding (whether negligently or innocently made) other than as expressly set out in the security services agreement as a warranty; and the only remedy available to a party for breach of any warranty, will be breach of the contract under the terms of the security services agreement. Nothing in this clause will, however, operate to limit or exclude any liability to fraud.

**9.7 Variation:**  
No modification, change, variation or amendment of the security services agreement shall be binding on the parties unless it is recorded in a written document which is signed on behalf of that party by an authorised representative of that party.

**9.8 Waiver:**  
The failure by any party to exercise, or the delay by any party in exercising, any right, power, privilege or remedy provided by the security services agreement or by law will not constitute a waiver thereof nor of any other right, power, privilege or remedy. No single or partial exercise of any such right, power, privilege or remedy will preclude any further exercise thereof or the exercise of any other right, power, privilege or remedy.

**9.9 Invalid Terms:**  
If any provision of the security services agreement will be held invalid or unenforceable, it will be deemed to be severable, and the remainder of the security services agreement will remain valid and enforceable to the fullest extent permitted by law. In any such case, the parties will negotiate in good faith with a view to agreeing one or more provisions which may be substituted for such invalid or unenforceable provision in order to give effect, so far as practicable, to the spirit of the security services agreement.

**9.10 Notices:**  
Any notice under the security services agreement will be in writing and sent by hand, first class post or facsimile to the correspondence address of GES or the customer set out in the security services agreement (or such other address as a party will notify to the other in accordance with this clause) Notices will be deemed to have been received in the case of notice by hand, on delivery, by post, on the second day of posting, and by facsimile, on completion of uninterrupted transmission.

**9.11 Governing Law:**  
The security services agreement will be governed by and construed in accordance with the laws of England and Wales, and the parties hereby submit to the exclusive jurisdiction of the English courts.

**9.12 Soliciting of Services:**  
The customer shall not either during the currency of this agreement or for a period of one year after the termination thereof (howsoever arising) solicit the services of or knowingly employ in any capacity directly involving security duties any person who during the currency of this Agreement was security officer of GES or being an employee had been employed in connection with the services which are subject to this Agreement without the prior written authorisation of the General Manager. Any breach of this condition will result in GES invoicing at a rate of 50% of the agreed contract rate for that individual solicited based on a 12 month period.

Contract Name:

Site:

Signed on behalf of:-

Global Enforcement Solutions Ltd

Signature:

Print Name:

Date:

The customer:

Signature:

Print Name:

Date: