

ALLIANCE MOBILE SECURITY LIMITED

Standard Terms & Conditions

These standard terms and conditions shall together with the Specification Of Works form the Agreement.

1. DEFINITIONS

- 1.1. 'Agreement' means these Standard Terms and Conditions and the Specification Of Works.
- 1.2. 'AMS' means Alliance Mobile Security Limited (CRN: 03704763) whose registered office is situate at Chancery House, 3 Hatchlands Road, Redhill, Surrey, RH1 6AA.
- 1.3. 'AMS Authorised Representative' means the AMS authorised representative as notified to the Client from time to time.
- 1.4. 'Attendance' means any attendances made by AMS's employees, its agents and/or sub-contractors in conjunction with its provision of the Services to include (but not limited to) police statements, court appearances and police identity parades.
- 1.5. 'Attendance Fees' means the hourly rate per officer as stated in the Specification Of Works.
- 1.6. 'Client' means the client more particularly described Specification Of Works
- 1.7. 'Client Authorised Representative' means the person(s) named in the Specification Of Works having authority to make decisions on behalf of the Client.
- 1.8. 'Occurrence' means any occurrence at and/or on the Premises to include (but are not limited to) alarm trigger, break-in and / or fire.
- 1.9. 'Parties' means AMS and the Client. The Parties shall individually be referred to as 'Party'.
- 1.10. 'Premises' means the address(s) where the Services are provided as more particularly described in the Specification Of Works.
- 1.11. 'Services' means the services described in the Specification Of Works to include (where appropriate) any Attendance.
- 1.12. 'Service Fee' means the annual fee payable by the Client in consideration of AMS performing the Services.
- 1.13. 'Specification Of Works' means the agreed written document signed by the Parties which shall set out the Premises where the Services shall be carried out, the scope of the Services the Service Fees and the Attendance Fees as may be varied from time to time.
- 1.14. 'Specified Contractor' means the contractor specified in the Specification Of Works or if not so specified, as selected from the AMS list of approved contractors (as amended from time to time) which would carry out any works necessary to secure the Premises after an occurrence on behalf of the Client.
- 1.15. 'Term' means the term of the Agreement as stated in the Specification Of Works.

2. COMMENCEMENT

- 2.1. In consideration of the Client paying the Service Fee and / or any Attendance Fees AMS agrees to perform the Services described in the Specification Of Works on behalf of the Client.

3. REMUNERATION

- 3.1. Attendance Fees are charged per hour or part and per officer.
- 3.2. AMS shall invoice the Client monthly in respect of the Service Fee and any Attendance Fees.
- 3.3. All invoices shall be paid by the Client within 30 days of the date stated on the invoice.
- 3.4. AMS shall be under no obligation whatsoever to carry out the Services where the Client fails to settle invoices in accordance with clause 3.3.
- 3.5. The fees stated in respect of the Service Fees and the Attendance Fees are exclusive of VAT.
- 3.6. All invoices are subject to Value Added Tax at the prevailing rate.
- 3.7. Subject to clause 3.8 AMS will endeavour to maintain the Service Fees and / or the Attendance Fees at the rates stated in the Specification Of Works for the Term. However, the Client hereby acknowledges that certain external factors may arise during the Term which may lead to AMS having to increase Service Fees and / or Attendance Fees. Such events include but shall not be limited to the imposition of increased regulation on the security industry and resulting increases in compliance costs. AMS will give the Client not less than 7 days notice of any such revision of the Service Fees and / or Attendance Fees occasioned under this clause ('Fee Revision Notice') and the Client agrees that the Service Fees and/or Attendance Fees shall be charged at the revised rate upon the expiry of a period of 7 days from the date of the Fee Increase Notice and that it shall pay for the Services at the revised rates.
- 3.8. AMS may review the Service Fee and the Attendance Fee on each anniversary of the date of the Agreement and shall notify the Client of any changes to the same in writing within 14 days of any such change. Any such change to the Service Fee and / or the Attendance Fee shall take place with immediate effect.

4. CLIENT'S OBLIGATIONS

- 4.1. The Client shall ensure that:
 - 4.1.1. the Premises are fully insured against risk and/or damage and shall provide copies of the relevant insurance policies to AMS on request.
 - 4.1.2. all tools, equipment, plant machinery, white and brown goods and all other materials and / or goods belonging to or held on trust by the Client and stored on and / or located at the premises are fully insured against risk of loss or damage and shall provide copies of the relevant insurance policies to AMS on request.
 - 4.1.3. that the Premises are safe for AMS's employee's servants or agents to carry out the Services and shall comply with all health and safety legislation from time to time in force.
 - 4.1.4. it notifies AMS in writing giving full details of lighting arrangements, trap doors obstructions equipment processes or any pitfall that could adversely affect the health and safety of AMS's employees agents and / or sub-contractors whilst visiting the Premises.
 - 4.1.5. any hazards on or in the Premises are adequately lit and / or fenced off as appropriate.
- 4.2. The Client shall immediately on becoming aware of the same inform the AMS Authorised Representative of any irregularities incidents and / or occurrences occurring on and / or in the premises.

5. AMS'S LIABILITY

- 5.1. Save in respect of claims for death or personal injury arising from AMS's negligence, in no event will AMS be liable for any damages resulting from lost profits, loss of anticipated savings, consequential loss nor for any damages that are an indirect or secondary consequence of any act or omission of AMS whether such damages we re reasonably foreseeable or actually foreseen.
- 5.2. AMS's maximum liability to the Client for any cause whatsoever (whether in the form of a refund, the additional cost of remedial services or otherwise) will be for direct costs and damages only, and will be limited to that proportion of the Service Fee paid by the Client at the date of the alleged incident giving rise to the claim.
- 5.3. All liability that is not expressly assumed in this Agreement is hereby excluded to the fullest extent permitted by law. These limitations will apply regardless of the form of action, whether under statute, in contract, tort, including negligence, or any other form of action.
- 5.4. For the purposes of this clause 'AMS' includes its employees, sub -contractors and suppliers. The Client acknowledges that AMS's employees, sub -contractors and suppliers shall have the benefit of the limits and exclusions of liability set out in this clause in terms of the Contracts (Rights of Third Parties) Act 1999.
- 5.5. Nothing in this Agreement shall exclude or limit liability for fraudulent misrepresentation.
- 5.6. The Parties acknowledge and agree that the limitations and exclusions of liability set out in this clause are reasonable and have been agreed taking into account the commercial value of this Agreement to each party and the commercial standing of each party.
- 5.7. No claim or action, regardless of form, arising out of this agreement may be brought by either party more than two years after the cause of action has accrued.
- 5.8. Save where the Client receives a written receipt from the AMS Authorised Representative for any keys to its Premises and / or the goods situated thereon the Client agrees that AMS shall not be responsible for any loss or damage to the said keys whether such loss is occasioned by wrongful use of such keys or the replacement of locks or other security devices necessitated by such loan.

6. CLIENT'S LIABILITY

- 6.1. Should AMS, its employees, agents and/or sub -contractors suffer any loss and/or liability, costs (including legal costs) or damages as a result of the Client's breach of this Agreement, the Client agrees that it shall indemnify AMS in full in respect of the same.

7. THE SERVICES

- 7.1. Where AMS performs Services on construction sites, the scope of any Services shall, where it is safe to do so, be limited to the search for persons on the Premises and the investigation of obvious signs of breaches of the perimeter fence line. Only where it is expressly agreed in writing in the Specification of Works will AMS carry out any other duties on construction sites.
- 7.2. If the Client requests AMS to undertake Services in addition to those stated in the Specification of Works the Client agrees that the fee for such additional works ('the Additional Service Fees') shall be calculated by reference to the Service Fee and Attendance Fee stated in the Specification Of Works (or as varied in accordance with clauses 3.7 and / or 3.8) and that it shall pay the Additional Service Fees in accordance with clause 3.3.
- 7.3. The Client acknowledges that AMS may provide security services for a number of clients simultaneously and as a result, time shall not be of the essence with regard to performance of the services.
- 7.4. The Client's keys to the Premises will at the written request of the Authorised Client Representative immediately be made available for collection from AMS's trading premises as notified to the Client from time to time.

8. OCCURENCES

- 8.1. AMS will endeavour to remain at the Premises until any Occurrence is resolved. In the event of the Authorised Client Representative and / or Specified Contractor being delayed or unable to attend the Premises within 1 hour (or 20 minutes in the case of mobile lock / unlock services) of notification of any Occurrence by AMS or AMS not being able to contact the Authorised Client Representative and / or Specified Contractor within a reasonable period of time (which shall not be longer than 1 hour or 20 minutes in the case of mobile lock / unlock services) the Client agrees that AMS may depart the Premises provided that the Premises are secured so far as is reasonably possible and that mobile patrols are implemented where reasonably possible. The Client accepts that the Premises may not be alarmed in such circumstances.
- 8.2. Where the Premises are secured in accordance with clause 8.1 AMS agrees that it shall return to the Premises to allow access to the Authorised Client Representative and / or Specified Contractor within a reasonable time of receiving such a request.

- 8.3. The Client hereby authorises AMS to make decisions for it and take action or authorise the Specified Contractor to take action on behalf of the Client during and / or after an Occurrence where AMS is not able to make contact with the Authorised Client Representative ('Decision') within a reasonable period of time (which shall not be longer than 1 hour) . The Client agrees that any Decisions will be made for and on behalf of it by AMS.
- 8.4. The Client hereby agrees that Decisions may incur financial charges and that it will reimburse AMS in respect of the same upon presentation of the relevant invoice.
- 8.5. Save in respect of claims for death or personal injury arising from negligence and / or fraudulent misrepresentation the Client hereby accepts that it shall bring no claim whatsoever against AMS in respect of a Decision subject to AMS having exercised reasonable care and skill when making the Decision. Further, the Client agrees that it shall indemnify and hold harmless AMS in respect any costs incurred in defending any claim brought against it which arises out of and / or in relation to a Decision.
- 8.6. AMS reserves the right to introduce other security services in addition to the Services if it is not able to contact the Authorised Client and / or Specified Contractor Representative within a reasonable period of time (which shall not exceed 1 hour) during or after an Occurrence.
- 8.7. The Client agrees that AMS may introduce increased security services in addition to the Services during and / or after an Occurrence where AMS is not able to remain at the Premises. The Client further agrees that it shall pay for any such increased security services upon presentation of an invoice.
- 9. WARRANTIES**
- 9.1. AMS will use reasonable care and skill in its provision of the Services.
- 9.2. AMS warrants that it will use reasonable care and skill when making any Decision.
- 10. INSURANCE**
- 10.1. AMS shall for the duration of this Agreement maintain public liability insurance of £5,000,000 (five million pounds) in respect of any one occurrence or series of occurrences attributable to the same cause.
- 10.2. Subject to the agreement of AMS's insurers, AMS will at the reasonable request of the Client increase the level of cover referred to in clause 10.1 to such sum as the Client may request in writing.
- 10.3. The Client agrees that it shall be responsible for and hereby agrees to pay on demand any additional charges levied by AMS' s insurers as a result of any increase in the level of cover in accordance with clause 10.2.
- 10.4. Upon the occurrence of any event which may give rise to a claim against AMS or the need for AMS to make a claim under its policies of insurance, a notice in writing of such event containing sufficient detail for the event to be identified shall be given to AMS within two days of the same coming to the Client's attention in order that AMS may notify its insurers accordingly.
- 11. TERMINATION**
- 11.1. AMS may terminate the Agreement:-
- 11.1.1. at any time if the Client breaches any of its obligations under the Agreement or makes default or is in arrears in payment of any sum due hereunder; or
- 11.1.2. at any time if the Client becomes insolvent or has a receiver appointed of its undertaking or assets or any part thereof makes any arrangement with or for the benefit of its creditors or in the case of a company goes into liquidation otherwise than for the purpose of reconstruction amalgamation; or
- 11.1.3. upon giving 4 weeks notice in writing if AMS finds it impracticable to maintain the Services and in such case the Client shall have no claim for compensation in respect of such termination;
- 11.1.4. Where this agreement is terminated by AMS under clause 11.1.3 during a period in respect of which of which the Client has pre-paid a keyholding retainer, the Client shall be entitled upon claiming the same to a refund equivalent to one twelfth of the keyholding retainer for each complete calendar month from the termination date to the end of the period to which the pre-payment relates, less:
- 11.1.4.1. any sums which have become due from the Client to AMS under the Agreement prior to the termination date and;
- 11.1.4.2. the reasonable administration costs of AMS.
- 11.2. AMS shall retain unclaimed keys for a period of 30 days on cessation of contract, once this date has lapsed the unclaimed keys will be destroyed.
- 12. NON-SOLICITATION**
- 12.1. The Client undertakes that it will not without the previous consent in writing of AMS during the Term or for a period of six months thereafter: -
- 12.2. offer employment in any capacity concerned with security or any other position to an employee of AMS or any person who was an employee of AMS during the term of the Agreement.
- 12.3. employ any firm or company owned, managed or controlled by an employee of AMS or a person who was an employee of AMS during the term of the Agreement where the firm or company provides service similar to those provided by AMS under the Agreement.
- 13. CONFIDENTIAL INFORMATION**
- 13.1. AMS and the Client agree that they shall keep confidential all information obtained in performing the Services and/or Attendances.
- 14. FORCE MAJEURE**
- 14.1. AMS shall not be liable for any failure to perform or delay in performance of any of its obligations under this agreement caused by circumstances beyond its reasonable control Including but not limited to:
- 14.1.1. strike action, lock-out or other labour dispute affecting the employees of AMS or the Client where in the latter case the effect is to prevent or hinder AMS's servants or agents from performing the Service.
- 14.1.2. war act of hostile forces civil disturbance or extensive disruption of public services; in the event of such occurrence the Services may be suspended until circumstances permit their reinstatement and the period of suspension shall be added to the term of this Agreement.
- 14.1.3. any event which is beyond AMS's control which prevents or hinders AMS's from performing the Services including but not limited to mechanical break down, impedance by any road traffic congestion, adverse weather conditions, failure or downtime of telecommunication systems and telephone lines, fuel rationing and / or medical emergencies.
- 14.1.4. the presence of hazards due to defective structure or means of access presence of noxious toxic combustible explosive or radio-active substances or any other state of the Client's Premises rendering them (in the reasonable opinion of AMS) dangerous to any servant agent or sub-contractor of AMS.
- 15. THIRD PARTY RIGHTS**
- A person who is not a Party to this agreement has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.
- 16. ENTIRE AGREEMENT**
- 16.1. The Agreement and the documents referred to in it constitute the entire agreement and understanding of the Parties and supersedes any previous agreement between the Parties relating to the subject matter of this agreement.
- 16.2. This Agreement states the full extent of AMS's obligations in respect of the Services and/or Attendances performed under this Agreement. The Parties agree that any condition, warranty, representation or other term concerning the Services and/or Attendances and/or the performance of the same which might otherwise be implied into or incorporated in this Agreement whether by statute, common law or otherwise is excluded to the maximum extent permitted by law.
- 16.3. The Parties agree that neither of them has been induced to enter into this Agreement in reliance upon any warranty, representation, statement, agreement or undertaking of any kind (whether negligently or innocently made) of any person other than as expressly set out in this agreement as a warranty.
- 16.4. No variation of this agreement or of any of the documents referred to in it shall be valid unless it is in writing and signed by or on behalf of each of the Parties.
- 17. GOVERNING LAW AND JURISDICTION**
- 17.1. This agreement shall be governed by and construed in accordance with the law of England and Wales and the Parties hereby irrevocably submit to the exclusive jurisdiction of the Courts of England and Wales.
- 18. NOTICES**
- 18.1. Any notice, invoice or other communication which either Party is required by this agreement to serve on the other Party shall be sufficiently served if sent to the other Party at its specified address as stated in this Agreement (or such other address as is notified to the other Party in writing) as follows:
- 18.1.1. by hand;
- 18.1.2. by registered or first class post or recorded delivery; or
- 18.1.3. by facsimile transmission confirmed by registered or first class post or recorded delivery.
- 19. ASSIGNMENT**
- Neither Party shall assign, transfer, charge or deal in any other manner with this agreement or any of its rights under it without the prior written consent of the other Party, such consent not to be unreasonably withheld or delayed.
- 20. SEVERANCE**
- If any provision of this agreement is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable then such invalidity or unenforceability shall not affect the other provisions of this agreement which shall remain in full force and effect. The Parties agree to attempt to substitute for any invalid or unenforceable provision a valid or enforceable provision which achieves to the greatest extent possible the same effect as would have been achieved by the invalid or unenforceable provision.