

AGREEMENT FOR HIRE OF EQUIPMENT AND SUPPLY OF SECURITY SERVICES

1. EQUIPMENT SECTION

This agreement is a hire Agreement in respect of the Equipment provided. Under its terms the Supplier hires the Equipment to you the Customer for the purposes of your business. The Equipment does not become yours and you must not sell it or deal with it as your own.

1.1. CUSTOMER'S OBLIGATIONS DURING THIS AGREEMENT

The Customer shall:

- 1.1.1. Use the Equipment properly and in accordance with the Supplier's instructions and maintain the Equipment properly and in good repair and serve notice on the Supplier of any loss or damage to the Equipment within 5 working days;
- 1.1.2. Not modify the Equipment. The Supplier reserves the right to charge the Customer for remedying any damage resulting from use otherwise than in accordance with the Supplier's instructions.
- 1.1.3. Keep the Supplier informed at all times of and obtain the Suppliers prior written agreement to the location at which the Equipment is in use and allow the Supplier access to inspect the Equipment.
- 1.1.4. Not change the configuration of the Equipment at the Premises without the Suppliers agreement.
- 1.1.5. Pay to the Supplier the replacement costs of any Equipment that is lost or stolen or damaged beyond economic repair and insure the Equipment against all risks for the replacement value of the Equipment. The Customer will hold in trust for the Supplier and pay to the Supplier on demand all money the Customer recovers from an insurance company or any other source in settlement of any claim relating to the loss, theft, or damage of any of the Equipment.
- 1.1.6. Not sell, assign, let on hire, charge, encumber or otherwise dispose or part with possession of the Equipment or the benefit of this Agreement without the express prior written agreement of the Supplier.
- 1.1.7. Acknowledge that payments sent through the post will be at the Customer's own risk.
- 1.1.8. Pay the rental and where applicable, advance payment, carriage, delivery and installation charges on the due dates. Failure to remit payment constitutes a repudiatory breach, time being of the essence for each and every payment due.
- 1.1.9. Pay the Supplier interest at the rate of 2% per month on all late payments or payments due upon early termination.
- 1.1.10. Allow the Supplier to indicate its ownership on the Equipment, and not remove or tamper with any such indication.

1.2. LIABILITY

- 1.2.1. The Equipment is at the Customer's risk.
- 1.2.2. The Supplier accepts no liability in contract or tort for any loss, injury expense or damage (including indirect, consequential or financial loss or loss of revenue or profit in particular from the theft or loss of equipment or goods in respect of which the Equipment is supplied) sustained by reason of (a) latent or component defects in the Equipment (b) delay by the Supplier in delivery, installation or commissioning of the Equipment or (c) failure or unavailability of third party services (on which the Supplier relies) including security response services, power supplies and fixed and mobile telecommunication networks. In the event that any of these services fail or are unavailable from time to time the Supplier will endeavour to provide an alternative.
- 1.2.3. The Customer acknowledges that none of the Equipment or Services provided by the Company guarantee the prevention of losses that may be suffered by the Customer by theft, intruders, vandalism, wilful damage, fire or breaches in security of any nature whatsoever.
- 1.2.4. The above exclusions do not apply to death or personal injury as a direct result of the Supplier's negligence.

2. SECURITY SERVICES SECTION

2.1. The Services means the services described in the Schedule and any deletions, amendments or additions thereto-agreed in writing between the Supplier and the Customer.

2.2. The Supplier will provide the Services but shall not be liable in contract or tort for any loss, injury expense or damage (including indirect, consequential or financial loss or loss of revenue or profit) sustained by reason of any failure to do so in particular failure to achieve target service levels in the event that the Supplier is prejudicially affected in the discharge of the Services or part thereof as a result of:

2.2.1. any of the circumstances set out in clause 1.2 above

2.2.2. Strike, lock-out or other labour dispute affecting the employees of the Supplier or the Customer where in the latter case the effect is to prevent or to hinder the Supplier's servants or agents from performing the said Services.

2.2.3. Any event beyond the Supplier's control preventing or hindering the Supplier's servants or agents travelling to the Customer's premises inclusive of but not exhaustively comprising, mechanical breakdown, impedance by any road traffic congestion, adverse weather conditions or the effects of temporary exceptional demand or force majeure on the shared services of monitoring or security response services.

2.2.4. War, act of hostile forces, civil disturbance or extensive disruption of public services necessitating the suspension of the Services until circumstances permit their reinstatement.

2.2.5. The presence of hazards due to defective structures or means of access, presence of noxious, toxic, combustible, explosive or radioactive substances or any other state of the Premises rendering them dangerous in the Supplier's opinion to any servant or agent of the Supplier.

2.3. Unless the retention by the Supplier of any keys to the Customer's premises or effects is specifically provided for and the Customer receives a written receipt from a duly authorised servant or agent of the Supplier for such keys, the Supplier shall not be responsible for any loss or damage whatsoever by the Customer, its licensees, servants or agents or any other persons by reason of the loss or damage to the said keys whether such loss is occasioned by a wrongful use of such keys or the necessary replacement of locks, keys or other security devices rendered necessary by such loss.

2.4. If the Customer requests the Supplier or its servants or agents to undertake services in excess of the Services provided for as set out in the Schedule, such services shall be subject to further charges by the Supplier. All requests for further services as well as any additional hours or other duties, must be made to the Supplier by the Customer in writing prior to the commencement of such further services.

2.5. If the Supplier or its agents or subcontractors carry out any Services such as, but not limited to, attendance at the Customer's premises after an alarm activation, the Supplier shall retain the right to make additional charges if such services were required because the Customer had failed to notify the Supplier of any temporary or permanent changes to the normal working patterns or other changes to the required operating times of the Services.

2.6. In order to satisfy the terms of the Supplier's insurance policies upon the happening of any event which may give rise to a claim against the Supplier, its servants or agents, a notice of such event containing sufficient detail for the event to be identified must be given to the Supplier in writing within seven days of the same coming to the Customer's attention or the date upon which it ought to have come to the Customer's attention.

2.7. The Customer agrees that it will not without the prior consent in writing of the Supplier during the term of a contract or agreement for the supply of the Services and for six months after any termination of the same services:

2.7.1. Offer employment in any capacity concerned with security to an employee of the Supplier or its subcontractors or any person who was an employee of the Supplier or its subcontractors during the term of such agreement nor

2.7.2. Employ any firm or company, managed or controlled by an employee of the Supplier or its Subcontractors or a person who was an employee of the Supplier or its Subcontractors during the term of such agreement or contract if that firm or company provides services similar to those provided by the Supplier.

2.7.3. Any breach by the Customer of the conditions in this clause 2.7.1 and 2.7.2 will render the Customer liable to pay to the Supplier an introduction fee of 18.5% of the gross taxable emoluments payable by the Customer to such persons or to such firms or companies for the first 12 months from the date of any such engagement.

2.8. The Customer acknowledges that the Supplier may provide the Services or part thereof by its agents or subcontractors without thereby diminishing the Supplier's duties to the Customer hereunder save as set out in 1.2.2(c)

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3. REPORTING

In the event that either the Supplier or the Customer becomes aware of any irregularities, circumstances or incidents affecting the proper provision of the Services, the same shall be reported promptly by either party to the other.

4. LIMIT ON INDEMNITIES

4.1. For wrongful arrest of any person or persons entering, attempting to enter or having entered the Premises the limit of Supplier's indemnity is £25,000 any one incident.

4.2. For loss of keys the Supplier's cover in respect of loss of Customers keys and consequential loss arising from such loss of keys is limited to £75,000.

4.3. For fidelity indemnity the limit of the Supplier's indemnity is £250,000 for any one employee and £250,000 in all in any one period of insurance (cover is reduced to £10,000 arising out of the misuse of Customer's telephones).

5. DEFAULT TERMINATION

5.1. The Supplier may by notice in writing terminate this Agreement and/or the Customer's right to possession of the Equipment or provision of the Security Services at any time during the continuance of the Agreement if any of the following events shall have occurred, namely:

5.1.1. A repudiatory breach by the Customer constituted by the Customer's failure to observe or perform any of its obligations under this Agreement (including a failure to pay any sum on the due date whether demanded or not);

5.1.2. Any distress, execution or legal process is levied on the Equipment or any premises where the Equipment may be or upon any of the Customer's goods or other property or the Customer permits any judgement against it to remain unsatisfied for 7 days;

5.1.3. If the Customer, being an individual, has an interim or final bankruptcy order made against it or becomes subject to any voluntary arrangement or is sequestered or negotiates for any composition or arrangement or assignment with any of its creditors;

5.1.4. If the Customer, being a body corporate, goes into administration or liquidation or has a receiver or administrative receiver appointed over all or any of the its assets or is deemed under Section 123 of the Insolvency Act 1986 to be unable to pay its debts;

5.1.5. If the Supplier finds it impractical because of any action taken by the Customer or for any other reasonable operational reason whatsoever, to maintain the Security Services.

5.2. Immediately upon termination the Customer shall pay to the Supplier all arrears of rentals at the date of termination and as agreed compensation for loss of profits, the aggregate of all sums equal to all rentals which but for such termination would have been payable by the Customer during the remainder of the term of this Agreement, discounted for early payment at the rate of 5% per annum.

5.3. Upon expiry or termination of this Agreement howsoever arising the Customer shall return the Equipment to the premises nominated by the Supplier. In default of delivery up, the Supplier shall be entitled to enter onto any premises where the Equipment is situated in order to take possession of the same.

5.4. Should for any reason the contract be ended due to any unlawful reasons such as unpaid invoices, liquidation or removed under verbal or written instruction from the customer before the minimum hire period is ended the customer will pay the cost of the equipment when purchased by the Supplier.

6. GENERAL SECTION

6.1. The Supplier will only retain operational records for a limited period following the performance of Services. Any query regarding performances shall be raised by the Customer within a period of 7 days from the date to which the query relates. If any query is made it shall not delay payment of any sum due under the Agreement pending resolution of the query.

6.2. Unless and until the said contract/agreement is terminated under clause 5 it shall run from year to year. The Supplier agrees to negotiate with the Customer towards the termination of each year to agree a suitable increase in the hourly quoted rate or rates and/or any other subsidiary charges that are made in conjunction with this contract/agreement and the Supplier accepts that any such increase must be agreed in writing by the Customer and if it is impossible to reach such negotiated agreement then the one-month termination clause shall apply.

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6.3. The Supplier agrees to hold the charges as set out in the Agreement firm for one year from the Start Date except where any Government action or legislative or taxation changes give rise to an increase in prime costs of labour, materials or other expense. In such circumstances the Supplier shall be entitled to make a pro-rata increase in the charge due for the supply of the relevant portion of Services (provided the Agreement has been in force for not less than three months) on giving one-month notice to the Customer in writing.

6.4. Neither party is entitled to assign or transfer the benefit and/or burdens of this Agreement without the prior written consent of the other which it may withhold inter alia if it reasonably considers that any rights it may have are likely to be prejudiced or adversely affected.

7. NOTICES

7.1. Notice under the terms of this Agreement shall mean any notice, letter or demand in writing. Notices may be given by either party to the other by posting the same in the ordinary first class mail to the address of the other party as advised by them in writing. Any notice shall be deemed to have been received 3 days after posting to such address. If the Customer consists of more than one person, a notice, letter or demand posted to one of them at such address will be deemed to have been received by each of them 3 days after posting.

8. JOINT CUSTOMERS

Where two or more of the Customer are parties to this Agreement the Customer's liabilities hereunder shall be joint and several.

9. ENTIRE AGREEMENT

The Supplier hires the Equipment and/or provides Security Services to the Customer upon these terms and conditions and the Supplier's General Terms and Conditions (so far as they are applicable thereto), which represent the entire agreement between the Customer and the Supplier in relation to the hire of Equipment and/or the provision of Security Services. Any variation to the terms and conditions shall not bind the Supplier unless the same is confirmed in writing and signed by a director of the Supplier. Any failure by the Supplier to enforce the terms of this Agreement at any time or other indulgence granted to the Customer shall not operate as a waiver of the rights of the Supplier.

10. GOVERNING LAW

This Agreement shall be governed by the law of England. Both parties submit to the non-exclusive jurisdiction of the English courts.

10.1. LANDLORD'S HYPOTHEC IN SCOTLAND

If the goods are in rented premises in Scotland they do not form part of the landlord's hypothec.

11. PAYMENT TERMS

11.1. Payment terms are as stated on the quotation unless specifically varied in writing by mutual agreement.

11.2. The Supplier is not obliged to accept payment by any third party on behalf of the Customer and if it does so on one or more occasions, it may subsequently reject any attempted third party payment.

11.3. The Supplier retains the right to set off any amounts due by it to the Customer or to any assignee or transferee under this Agreement or any other agreements or contracts against any amounts due by the Customer to the Supplier under this Agreement.

12. SEVERANCE

If any provision of these Conditions is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions of these Conditions and the remainder of such provisions shall continue in full force and effect.