



C3 TC'S Guards V2 08/2017

Manned Guard Contract Terms and Conditions

"The Company" is SitewatchUK.Com Ltd trading as Code 3 Security. "The Client" is the Client and any subsidiary company of The Client to whom The Company provides security services under the terms of this agreement.

1. Service

i) The Company will supply staff to provide the service in accordance with the schedule and instructions issued by the Client.

ii) In the event of no specific instructions being available for a site, the "minimum standards" of operations will apply.

iii) SitewatchUK.Com Ltd trading as Code 3 Security will supply all security officers with the minimum PPE requirements i.e. Safety Boots, High Visibility Jacket, Safety Hat If there is a requirement for a higher standard of PPE SitewatchUK.Com Ltd trading as Code 3 Security can provide at a subsidised cost.

iv) Where there is an unscheduled extension to the hours of service, The Client is charged for any hour or part thereof exceeding the first fifteen (15) minutes.

v) Where the service to be provided by The Company is that of a mobile patrol, The Client is advised that this is a service which may be shared with other clients and as such, may be subject to delay if the Officer/Supervisor is engaged by an incident at the premises of another client.

2. Security Event Log

A Security Event Log must be signed on a daily basis by The Client to ensure that all is in order. The Security Officer(s) on duty will then countersign the log.

3. Requirements on Site

The Client is required to provide a base for the Security Officer which is equipped with the basic amenities namely shelter from the elements, lighting, heating and bathroom facilities. Where necessary, these are to be supplied by The Company at an additional cost.

4. Health and Safety

Security Officers will observe and comply with any Health and Safety documents, which are in force at any site or premises where they are deployed. Please refer to the Health and Safety document.

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5. Staff Recruitment

The Company invests considerable sums in training its staff to the highest standard. Consequently, where a member of staff is recruited directly by The Client either whilst the member of staff is deployed to The Client or within six (6) months of leaving the employ of SitewatchUK.Com Ltd trading as Code 3 Security, a charge of £1,000 will be payable by The Client to The Company.

6. Bank and Public Holidays

Security officers on duty at these times are paid at double (2 x) the standard rate. The Client is therefore charged double (2 x) for these times.

7. Communication Equipment

Security Officer(s) will have a mobile phone on site, to be used for making "check calls" to the Control Centre and in cases of emergency only. The Company can supply additional communication equipment at an additional cost i.e. Radio's

8. Patrol Monitoring Systems

Where required, The Company can provide patrol monitoring equipment (Active-Guard real time patrol monitoring system) for the Client at specially subsidised rates.

9. Payment

Unless a separate arrangement is agreed in writing, invoices are prepared one (1) week in arrears. Payment should then be made within fourteen (14) days of the invoice date.

The Company reserves the right to charge interest at the prevailing base rate on all overdue amounts including any further amounts that become payable under the agreement. The interest will be calculated on a daily basis from the date the amount falls due until the full amount is received. The Company may also charge for any expenses actually incurred in obtaining payment of any sum overdue.

10. The Company's Liability

i) The Company is fully insured (copy of certificate available on request). The extent of The Company's liability is pursuant with the conditions of the policy.

ii) The Company will at the written request and at The Clients expense increase the limit of insurance to such sums, as The Client shall specify.

iii) Whilst our Security Officers are trained to the highest standards in detection and prevention of incidents, under no circumstances do The Company guarantee to

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prevent loss or damage to The Client's property and premises. The Client accepts that Security Officers are provided as a deterrent to reduce the likelihood of incidents occurring. The Company cannot be held responsible for the actions or omissions of third parties. In such cases, The Company has its own internal procedures for dealing with site disputes. This does not interfere with The Client's right to seek legal advice. Save for instances where it can be demonstrated the Security Officer has failed to meet the minimum standards, The Company can accept no liability for loss or damage to The Client's premises and for the property of third parties left at The Client's site.

11. The Client's Liability

The Client undertakes to ensure to the best of its endeavours that The Company's access to the premises shall not be impeded and in such circumstances such access is impeded, The Client shall release The Company from their duties under this agreement.

12. Termination

This agreement shall be terminable by either party giving to the other one calendar months notice in writing. Otherwise either party shall only be entitled to terminate this agreement forthwith in the event that;

- i) There is a breach of the provisions of this agreement not being capable of remedy or if such a breach is not remedied within seven (7) days of written notice requesting the breach to be remedied, or
- ii) If the other shall be declared bankrupt, if a receiver shall be appointed or if a liquidation or winding-up procedure has been commenced.

13. Variance

Any change to the schedule or service(s) being provided by The Company must be notified to the Head Office in writing giving at least twenty-four (24) hours notice. Otherwise, The Company reserves the right to claim any costs incurred by interruptions.

14. Quotations

All prices and rates quoted by The Company remain valid for a period of 30 days unless otherwise stated in writing.