

Sgcfm 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 SGC Facilities Management 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; SGC Facilities Management

"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 SGC Facilities Management 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 SGC Facilities Management.

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 leading or trailing words only 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:

SGC Facilities Management 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:

SGC Facilities Management 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 SGC Facilities Management 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 additions to the services by notice in writing to the other party. SGC Facilities Management will make a reasonable adjustment to the charges as a result of any proposed variation. The customer and SGC Facilities Management shall negotiate in good faith with a view to agreeing any proposed variations and adjustments to the charges.

3.6 Excluded Services:

SGC Facilities Management 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 SGC Facilities Management, or are of a strike breaking nature.

4. CUSTOMER'S OBLIGATIONS

4.1 Service Information:

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

4.2 Access and Facilities:

The customer will provide SGC Facilities Management on request all reasonable facilities and assistance which SGC Facilities Management 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 SGC Facilities Management of any wrongful, negligent, criminal or dishonest act or omission of any employee of SGC Facilities Management providing the services of which it becomes aware.

5. CHARGES

5.1 Charges:

The customer shall pay SGC Facilities Management the charges for the services.

5.2 Annual Variation:

Unless otherwise agreed, the SGC Facilities Management 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 Charges:

Unless otherwise agreed, SGC Facilities Management 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 SGC Facilities Management 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.

8.3 Limitation:

Subject to clause 8.7, the relevant liability of SGC Facilities Management will be limited as follows: -

8.3.1 Common Law Negligence:

The liability of SGC Facilities Management to the customer for direct or physical damage or loss of 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 by SGC Facilities Management of its agreement, or breach by SGC Facilities Management or any employee of SGC Facilities Management of any common law duty to take reasonable care or exercise reasonable skill or any statutory duty, or any other tort committed by SGC Facilities Management or any employee of SGC Facilities Management 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 SGC Facilities Management 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, SGC Facilities Management 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 or 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 SGC Facilities Management for breach of the security services agreement, SGC Facilities Management 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 SGC Facilities Management) 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 SGC Facilities Management.

8.6 Notification:

Except for liability in respect of personal injury and death, SGC Facilities Management 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 a 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 SGC Facilities Management to the customer for death of, or personal injury resulting from the negligence of SGC Facilities Management or any employee, agent or contractor of SGC Facilities Management (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 SGC Facilities Management and that the benefit of such provisions are held by SGC Facilities Management for itself and as trustee and agent for the officers, employees, agents and contractors of SGC Facilities Management.

8.9 Claims by Third Parties:

The customer shall indemnify SGC Facilities Management from and against the liability of SGC Facilities Management to any third party (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 SGC Facilities Management, or the vicarious liability of SGC Facilities Management for the acts or omissions (including trespasses, negligence and other torts) of SGC Facilities Management officers, employees, agents or contractors, in each case 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 (whether such liability is in contract, tort, statute or otherwise) provided that this indemnity shall not extend to any liability of SGC Facilities Management for death or personal injury caused by the negligence of SGC Facilities Management or its officers, employees, agents or contractors while acting in the course of their employment, or to any liability for loss, damage or liability to the extent that SGC Facilities Management 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 SGC Facilities Management against any liability of SGC Facilities Management for personal injury or death suffered by an employee of SGC Facilities Management caused by any 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 the performance by that employee of any 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, unlawful or otherwise unenforceable, the other or others of such clauses shall remain in full force and effect and shall continue to bind the parties.

8.12 Insurance:

SGC Facilities Management will at all times during the agreement term effect and maintain insurance in respect of SGC Facilities Management accepted liability under this clause 8 in such amounts, with such excess and on such other terms SGC Facilities Management 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 do not 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 can establish 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 explosion 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 telecommunications 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 SGC Facilities Management assign, transfer, charge, mortgage or otherwise deal in the benefit of the security services agreement without the prior written consent of SGC Facilities Management. SGC Facilities Management may assign or transfer the benefit of the security services agreement to any person.

9.4 Sub-contracting:

SGC Facilities Management 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 in 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 SGC Facilities Management 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 a security officer of SGC Facilities Management 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 Sgc facilities management 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:-

SGC Facilities Management.

Signature:

Print Name:

Date:

The customer.

Signature:

Print Name:

Date:

