

TERMS AND CONDITIONS

A&A Response Security

1 DEFINITIONS

In these Terms and Conditions, the following definitions apply:

- **"Company"** means A&A Response Security, registered in the United Kingdom.
- **"Client"** means the person, firm, company or other organization who purchases Services from the Company.
- **"Contract"** means the contract between the Company and the Client for the supply of Services incorporating these Terms and Conditions.
- **"Services"** means the provision of security officers, guards, or other security personnel for events, venues, or premises as agreed between the Company and the Client.
- **"Personnel"** means the security officers, guards and other employees of the Company assigned to perform the Services.
- **"SIA"** means the Security Industry Authority, the organization responsible for regulating the private security industry in the United Kingdom.

2 BASIS OF CONTRACT

- 2.1.** These Terms and Conditions apply to the provision of all Services by the Company to the Client and shall govern the Contract to the exclusion of any other terms that the Client seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 2.2.** The Client's written acceptance of a quotation for Services from the Company, or the Client's written instruction to proceed with the Services (as the case may be) constitutes an offer by the Client to purchase the Services specified in it on these Terms and Conditions. The offer shall only be deemed to be accepted when the Company issues written acceptance of the order, at which point and on which date the Contract shall come into existence.
- 2.3.** Any quotation given by the Company shall not constitute an offer. A quotation shall only be valid for a period of 30 days from its date of issue.

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3 SUPPLY OF SERVICES

- 3.1. The Company shall supply the Services to the Client in accordance with the Contract in all material respects.
- 3.2. The Company shall use all reasonable endeavors to meet any performance dates specified by the Client, but any such dates shall be estimates only and time shall not be of the essence for performance of the Services.
- 3.3. The Company warrants to the Client that the Services will be provided using reasonable care and skill and in accordance with all applicable laws and regulations, including but not limited to the Private Security Industry Act 2001 and any regulations made thereunder.
- 3.4. All Personnel provided by the Company shall hold valid SIA licenses appropriate for the duties they are required to perform.
- 3.5. In the event that any member of the Personnel is unable to attend the designated venue due to illness or other reason beyond the Company's reasonable control, the Company shall use reasonable endeavors to provide a suitable replacement.

4 CLIENT'S OBLIGATIONS

- 4.1. The Client shall:
 - 4.1.1. Ensure that the terms of the order and any information it provides are complete and accurate;
 - 4.1.2. Co-operate with the Company in all matters relating to the Services;
 - 4.1.3. Provide the Company, its employees, agents, consultants and subcontractors, with access to the Client's premises, systems and other facilities as reasonably required by the Company;
 - 4.1.4. Provide the Company with such information and materials as the Company may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material respects;
 - 4.1.5. Obtain and maintain all necessary licenses, permissions and consents which may be required for the Services before the date on which the Services are to start;
 - 4.1.6. Comply with all applicable laws, including health and safety laws;
 - 4.1.7. Comply with any additional obligations as set out in the Contract; and
 - 4.1.8. Provide a safe working environment for the Personnel, free from health and safety hazards.
- 4.2. If the Company's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Client or failure by the Client to perform any relevant obligation (Client Default):
 - 4.2.1. Without limiting or affecting any other right or remedy available to it, the Company shall have the right to suspend performance of the Services until the Client remedies the Client Default, and to rely on the Client Default to relieve it from the performance of any of its obligations in each case to the

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extent the Client Default prevents or delays the Company's performance of any of its obligations;

- 4.2.2.** The Company shall not be liable for any costs or losses sustained or incurred by the Client arising directly or indirectly from the Company's failure or delay to perform any of its obligations as set out in this clause 4.2; and
- 4.2.3.** The Client shall reimburse the Company on written demand for any costs or losses sustained or incurred by the Company arising directly or indirectly from the Client Default.

5 CHARGES AND PAYMENT

- 5.1.** The charges for the Services shall be as set out in the Contract.
- 5.2.** The Company reserves the right to increase the charges for the Services, provided that such charges cannot be increased more than once in any 12-month period. The Company will give the Client written notice of any such increase at least 1 month before the proposed date of the increase.
- 5.3.** In respect of Services, the Company shall invoice the Client in accordance with the payment schedule set out in the Contract or, if no payment schedule is specified, on completion of the Services.
- 5.4.** The Client shall pay each invoice submitted by the Company:
- 5.4.1.** Within 30 days of the date of the invoice or in accordance with any credit terms agreed by the Company and confirmed in writing to the Client; and
 - 5.4.2.** In full and in cleared funds to a bank account nominated in writing by the Company, and time for payment shall be of the essence of the Contract.
- 5.5.** All amounts payable by the Client under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time (VAT). Where any taxable supply for VAT purposes is made under the Contract by the Company to the Client, the Client shall, on receipt of a valid VAT invoice from the Company, pay to the Company such additional amounts in respect of VAT as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services.
- 5.6.** If the Client fails to make a payment due to the Company under the Contract by the due date, then, without limiting the Company's remedies under clause 9 (Termination), the Client shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 5.6 will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.
- 5.7.** All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

6 INTELLECTUAL PROPERTY RIGHTS

- 6.1.** All intellectual property rights in or arising out of or in connection with the Services (other than intellectual property rights in any materials provided by the Client) shall be owned by the Company.

7 DATA PROTECTION

- 7.1.** Both parties will comply with all applicable requirements of the Data Protection Act 2018, the UK General Data Protection Regulation and any other applicable data protection legislation.

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- 7.2. The parties acknowledge that for the purposes of the data protection legislation, the Client is the data controller and the Company is the data processor in respect of any personal data processed in connection with the provision of the Services.
- 7.3. The Company shall process such personal data only in accordance with the Client's written instructions and shall not process the personal data for any purposes other than those expressly authorized by the Client.
- 7.4. The Company shall ensure that it has in place appropriate technical and organizational measures to protect against unauthorized or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data.

8 LIMITATION OF LIABILITY

- 8.1. Nothing in the Contract shall limit or exclude the Company's liability for:
 - 8.1.1. Death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
 - 8.1.2. Fraud or fraudulent misrepresentation; or
 - 8.1.3. Any other liability which cannot be limited or excluded by applicable law.
- 8.2. Subject to clause 8.1, the Company shall not be liable to the Client, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with the Contract for:
 - 8.2.1. Loss of profits;
 - 8.2.2. Loss of sales or business;
 - 8.2.3. Loss of agreements or contracts;
 - 8.2.4. Loss of anticipated savings;
 - 8.2.5. Loss of use or corruption of software, data or information;
 - 8.2.6. Loss of or damage to goodwill; and
 - 8.2.7. Any indirect or consequential loss.
- 8.3. Subject to clause 8.1, the Company's total liability to the Client, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Contract shall be limited to the total charges paid under the Contract.
- 8.4. This clause 8 shall survive termination of the Contract.

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9 TERMINATION

- 9.1.** Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:
- 9.1.1.** The other party commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 14 days of that party being notified in writing to do so;
 - 9.1.2.** The other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business;
 - 9.1.3.** The other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
 - 9.1.4.** The other party's financial position deteriorates to such an extent that in the terminating party's opinion the other party's capability to adequately fulfill its obligations under the Contract has been placed in jeopardy.
- 9.2.** Without affecting any other right or remedy available to it, the Company may terminate the Contract with immediate effect by giving written notice to the Client if the Client fails to pay any amount due under the Contract on the due date for payment and remains in default not less than 14 days after being notified in writing to make such payment.
- 9.3.** Without affecting any other right or remedy available to it, the Company may suspend the supply of Services under the Contract or any other contract between the Client and the Company if the Client fails to pay any amount due under the Contract on the due date for payment, the Client becomes subject to any of the events listed in clause 9.1.2 to clause 9.1.4, or the Company reasonably believes that the Client is about to become subject to any of them.

10 CONSEQUENCES OF TERMINATION

- 10.1.** On termination of the Contract:
- 10.1.1.** The Client shall immediately pay to the Company all of the Company's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, the Company shall submit an invoice, which shall be payable by the Client immediately on receipt; and
 - 10.1.2.** The Client shall return all of the Company's equipment and materials which have not been fully paid for. If the Client fails to do so, then the Company may enter the Client's premises and take possession of them. Until they have been returned, the Client shall be solely responsible for their safe keeping and will not use them for any purpose not connected with the Contract.
- 10.2.** Termination of the Contract shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to

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claim damages in respect of any breach of the Contract which existed at or before the date of termination.

- 10.3.** Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination of the Contract shall remain in full force and effect.

11 FORCE MAJEURE

- 11.1.** Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control, including but not limited to acts of God, flood, drought, earthquake or other natural disaster; epidemic or pandemic; terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations; nuclear, chemical or biological contamination or sonic boom; any law or any action taken by a government or public authority; collapse of buildings, fire, explosion or accident; and interruption or failure of utility service.

12 GENERAL

12.1. Assignment and other dealings.

- 12.1.1.** The Company may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract.
- 12.1.2.** The Client shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract without the prior written consent of the Company.

12.2. Notices.

- 12.2.1.** Any notice given to a party under or in connection with the Contract shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case).
- 12.2.2.** Any notice shall be deemed to have been received:
- (a) if delivered by hand, on signature of a delivery receipt; and
 - (b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service.
- 12.2.3.** This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

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- 12.3. Severance.** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Contract.
- 12.4. Waiver.** A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy.
- 12.5. No partnership or agency.** Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorize any party to make or enter into any commitments for or on behalf of any other party.
- 12.6. Entire agreement.** The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 12.7. Third party rights.** Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.
- 12.8. Variation.** Except as set out in these Terms and Conditions, no variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorized representatives).
- 12.9. Governing law.** The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by, and construed in accordance with the law of England and Wales.
- 12.10. Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.

13 COMPLIANCE WITH REGULATIONS

13.1. The Company confirms that it holds:

- 13.1.1.** Valid SIA Approved Contractor Status for the provision of security services;
- 13.1.2.** Appropriate liability insurance as required by law;
- 13.1.3.** All necessary licenses and permits required for the provision of security services.

13.2. All Personnel provided by the Company shall:

- 13.2.1.** Hold valid SIA licenses appropriate to their duties;

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- 13.2.2.** Have undergone appropriate training and vetting procedures in accordance with BS 7858 or equivalent standards;
- 13.2.3.** Comply with all applicable laws and regulations in the performance of their duties.

13.3. The Company shall maintain appropriate records to demonstrate compliance with regulatory requirements and shall make these available for inspection by the Client upon reasonable request.

14 CONFIDENTIALITY

14.1. Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by clause 14.2.

14.2. Each party may disclose the other party's confidential information:

- 14.2.1.** To its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 14; and
- 14.2.2.** As may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

14.3. Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the Contract.

15 HEALTH AND SAFETY

15.1. The Company shall comply with all health and safety regulations applicable to the provision of the Services.

15.2. The Client shall be responsible for ensuring that the venue or premises at which the Services are provided complies with all applicable health and safety regulations.

15.3. The Company reserves the right to withdraw its Personnel from any venue or premises which it reasonably considers to present a risk to the health and safety of its Personnel.

16 EQUALITY AND DIVERSITY

16.1. The Company shall not unlawfully discriminate against any person within the meaning and scope of any relevant legislation including the Equality Act 2010.

16.2. The Company shall take all reasonable steps to secure the observance of clause 16.1 by all Personnel engaged in the provision of the Services.



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These Terms and Conditions are effective from 1st April 2024

A&A Response Security is registered in the United Kingdom
Company registration number: _____

SIA Approved Contractor Scheme Registration Number: _____