

Reference	GSS TEN 01
Version	1.0
Issue Date	01/09/2016
Approved	MD



## SERVICE LEVEL AGREEMENT & TERMS AND CONDITIONS

**THIS AGREEMENT** is made between:

- (1) Gold Standard Security Ltd, whose registered office is at UNIT 7 Beauchamp Ind Est, Watling Street, Tamworth, Staffordshire, B77 5BZ

And

- (2) **XXXXXXXXXXXX**

The Client hereby appoints Gold Standard Security Ltd to carry out the services defined in the Schedules referred to below throughout the Service Period and subject to the terms and conditions attached to this Agreement consisting of:

- (a) This Agreement;
- (b) The Terms and Conditions of Gold Standard Security Ltd;
- (c) The Schedules;

Together with the "Agreement Documents" which are initialed for identification purposes and attached hereto.

It is expressly agreed that the sole terms upon which the Services shall be supplied by Gold Standard Security Ltd are those contained and referred to in the Agreement Documents and such terms will prevail and operate to the exclusion of any terms set out in any other documentation used by the Client or Gold Standard Security Ltd, or otherwise. No other terms whether written or oral shall be incorporated into the Agreement Documents without the express written agreement of Gold Standard Security Ltd or the Client.

The Client shall confirm in writing by signature below of their acceptance of these conditions prior to the commencement of the Services. In the absence of written confirmation, the Client shall be deemed to have accepted these conditions by commencement of the Services.

The Service Period: **XXXXXXXXXXXXXXXXXXXX**

The Premises: **XXXXXXXXXXXX**

The Commencement Date: **XXXXXXXXXX**

Minimum Service Hours per Week: **XXXXXX**

The Client's Representative: **XXXXXXXXXXXX**

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**IN WITNESS WHEREOF** this Agreement and the Agreement Documents have been executed and initialled on the day and the year written above.

Signed for and on behalf of

XXXXXXXXXXXX

Signed for and on behalf of **Gold Standard Security Ltd**

Signature

Signature

XXXXXXXXXXXXXXXXXXXX

Name

\_\_\_\_\_

Name

\_\_\_\_\_

Position

Position

XXXXXXXXXXXXXXXXXXXX

Date

Date

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## **STANDARD TERMS AND CONDITIONS FOR DOOR SUPERVISION SERVICES GOLD STANDARD SECURITY LIMITED**

### **1. Definitions**

The definitions set out in the Agreement shall be deemed to be incorporated herein as if expressly stated. In addition to the definitions set out in the Agreement, the following shall also apply:

“Agreement”	The Agreement to which these Standard Terms and Conditions are attached;
“Basic Cost”	The costs set out in the Agreement;
“Additional Charges”	Any Additional charges set out in the Agreement;
“Door Supervisor”	The employee(s) of Gold Standard Security Ltd who will carry out the services at the premises;
“Services”	The services to be provided by Gold Standard Security Ltd to the Client as more specifically set out in clause 5.

Unless the context clearly indicates a contrary intention, an expression which denotes a natural person includes an artificial person and vice versa, the singular includes the plural and vice versa and the following expressions bear the meanings assigned to them below and cognate expressions bear corresponding meanings.

### **2. Appointment of Gold Standard Security Ltd and Scope of the Services**

- 2.1 The Client hereby appoints Gold Standard Security Ltd to provide the services and Gold Standard Security Ltd in turn undertakes to provide the services on the terms and conditions set out in this Agreement.
- 2.2 The purpose of the services is to reduce the risk of loss or damage to the Premises, or the contents thereof, by providing suitably qualified Security Guards to prevent the above. The health and safety of the Security Guard are paramount to Gold Standard Security Ltd and they are not required to take any action which is illegal or which might jeopardize their health or wellbeing.

### **3. Commencement and Duration**

- 3.1 Gold Standard Security Ltd shall commence providing the services on the Commencement Date and shall continue to do so thereafter for the Service Period, subject to the termination provisions contained in clause 9 below. For the avoidance of any doubt this Agreement shall be effective and legally binding from the date of signature hereof or on the date of commencement of the services, whichever is the sooner.
- 3.2 If Gold Standard Security Ltd continues to provide the services after the expiry of the Service Period, the terms and conditions of this Agreement shall continue to govern the provision of the services.

### **4. Matters Incidental to the Services**

- 4.1 The Client shall at the commencement of the services allow Gold Standard Security Ltd to perform a risk assessment, assessment of the premises license and the introduction of internal gold standard security paperwork. I.e. Door logs and incident reports.

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## 5. Performance of the Services

- 5.1 Gold Standard Security Ltd shall perform duties as previously discussed and in line with the documented site instructions.
- 5.2 If upon arrival at the Premises there are visible health and safety concerns Gold Standard Security will raise these concerns with the venue management, Should the issues or concerns not be addressed it will be Gold Standard Security's discretion if the service shall be continued until rectified. In the event of this occurring the venue shall be responsible for payment for the set agreed hours outlined in this document.
- 5.3 Gold Standard Security Ltd shall not be liable for any damage howsoever caused to the Premises arising, but not limited to, any intrusion into the premises by any third party, by the police in gaining access to the premises, or any damage caused by the Gold Standard Security in pursuit of a person entering the premises or during a justified ejection of a patron.
- 5.4 Gold Standard Security Ltd shall be responsible for the administration and management of the services and the security officers. The Client shall liaise with Gold Standard Security Ltd representatives on all matters relevant to the provision of the Services.

## 6. Hours of Cover

The services shall operate during the Hours of Cover as set out in the Agreement.

## 7. Price and Payment

- 7.1 In consideration for the services it is agreed that Gold Standard Security Ltd shall be paid the hourly rate as set out in the Agreement PLUS VAT.

- 7.2 All invoices rendered by Gold Standard Security Ltd shall be due for payment by the Client within **XXXXXXX** days

Late payments shall incur an administration charge to cover the costs of legal advice, re-submitting invoices and initiating legal action the chargeable rates are as follows. This can be waived at the discretion of Gold Standard Security

**Debt owed up to £999.99 - £40 charge**

**Debt owed £1000 - £9,999 - £70 charge**

**Debt owed £10,000 or more - £100 charge**

- 7.3 The Client shall not be entitled to set-off, whether in equity or otherwise, on any amounts payable by it to Gold Standard Security Limited, against monies owed by Gold Standard Security Limited to the Client. Any amount which is withheld or set-off by the Client in contravention of this clause shall be subject to the interest charges set out in clause 7.4 above. Any disputes that relate to ongoing or future claims towards Gold Standard Security or any potential claims for loss or damage should be settled through our insurance company and payment not held back by the venue or client.
- 7.4 On the happening of a termination event as set out in clause 9.1.3, all amounts payable by the Client to Gold Standard Security Ltd under the terms of this Agreement shall immediately become due and payable.

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7.5 The venue or client agrees to any price increase without notice due to:

1. Any changes that would increase the Charges or would increase the Customer's obligations pursuant to this Agreement
2. Any changes that are likely to increase the operational, reputational or regulatory risk of the Customer or any service recipient
3. **The implementation of any changes in Applicable Law**

## 8. Liability

- 8.1 Gold Standard Security Ltd shall indemnify the Client against all actions, claims and proceedings arising in respect of injury, loss of or damage to property arising in the performance of the services which are solely occasioned by the negligence or breach of statutory duty of Gold Standard Security Ltd, provided always that the liability of Gold Standard Security Ltd in respect of loss of or damage to property shall not in any event exceed £100 000 (One Hundred Thousand Pounds).
- 8.2 Under no circumstances shall Gold Standard Security Ltd be liable to the Client by way of tort, indemnity or by reason of breach of contract or in any other manner for any direct or indirect consequential loss or damage including, without limitation, loss of business, loss of use, loss of profit, loss of contract or loss of goodwill that may be suffered by the Client.

## 9. Termination

- 9.1 Notwithstanding anything else contained herein, this Agreement may be terminated by:
  - 9.1.1 either party giving 30 (thirty) days written notice to the other; or
  - 9.1.2 forthwith on giving notice in writing to the other party if that other party has committed a material breach of any terms of this Agreement and (in the case of a breach being capable of being remedied) shall have failed, within 7 days after the receipt of a request in writing from that other party to do so, remedy the breach (such request to contain a warning of that party's intention to terminate); or
  - 9.1.3 forthwith on giving notice in writing if the other party shall have a receiver or administrative receiver appointed of it or over any part of its undertakings or assets or shall pass a resolution for winding up (otherwise for the purpose of a bona fide scheme of solvent amalgamation or reconstruction) or a court of competent jurisdiction shall make an order to that effect or if that party shall become subject to a voluntary arrangement with its creditors or shall cease or threaten to cease to carry on business.
- 9.2 In the event of notice of termination in terms of clause 9.1 above, the Client shall make payment to Gold Standard Security Ltd for the services performed during the notice period in accordance with the charges set out in the Agreement, or as amended in writing.

## 10. Force Majeure

Neither party shall be in breach of this Agreement if there is any total or partial failure of performance by it of its duties and obligations under this Agreement occasioned by any act of God, fire, act of government or state, civil commotion, insurrection, prevention from or hindrance in obtaining labour or supplies, labour disputes of whatever nature due to any reasons beyond the reasonable control of either party.

## 11. Security Risks

Each party shall notify the other immediately upon becoming aware of any potential out of the ordinary risk to the security of any of the Premises, or of any employee of any of the parties or of any third party who may

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possibly prejudice the security of any of the Premises. Either party shall, if so requested by the other party, provide all reasonable assistance in taking appropriate action to prevent, combat or limit such security risk.

13. **Waiver**

Any waiver by either party of a breach of any term or clause of this Agreement shall be in writing and shall not be deemed to be a continuing waiver or a waiver of any other or subsequent breach unless the written notice so provides.

14. **Variation**

No variation of this Agreement shall be of any force or effect unless reduced to writing and signed by the Parties to this Agreement.

15. **Law**

This Agreement shall be governed by the Laws of England.

16. **Entire Agreement**

This Agreement replaces all prior agreements and arrangements between the Parties and constitutes the entire understanding between the Parties relating to the subject matter of this Agreement and no oral representations, warranties or promises shall be implied as terms of the Agreement or these Standard Terms and Conditions.

## TERMS OF BUSINESS

These terms apply to the provision of the services to be performed.

1. **Providing the Services**

Gold Standard Security LTD shall provide the services outlined in this document. To make this possible, you will allow Gold Standard Security LTD access to the site where the services are to be performed and shall provide at the site free of charge all equipment and facilities necessary for Gold Standard Security LTD to execute the services.

2. **Commencement**

Gold Standard Security Ltd shall commence/has commenced providing the services for the period agreed. If no period has been agreed or if Gold Standard Security Ltd continues to provide the services after the agreed period, this agreement may be terminated either by you or Gold Standard Security Ltd giving 1 calendar months written notice to the other of its intention to terminate.

3. **Gold Standard Security Ltd Personnel**

Gold Standard Security Ltd complies with British Standard 7858 for security screening and vetting. Upon reasonable notice to Gold Standard Security Ltd you may interview and approve the appointment of Gold Standard Security Ltd personnel providing the services at the site. If you would prefer that any of Gold Standard Security Ltd at the site be replaced, Gold Standard Security Ltd will endeavor to abide if your reasons, that shall be in writing, do not clash with fair labour practices. When applicable, you shall assist Gold Standard Security Ltd in obtaining all information from any outgoing contractor that has a bearing on TUPE.

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#### 4. **Rates**

Gold Standard Security Ltd charge rate shall not fluctuate except where cost increases are legally imposed e.g. an increase in NIC, or if you require Gold Standard Security Ltd personnel to work in excess of the hours agreed in which case you may be charged Gold Standard Security Ltd overtime charge rate for the excess period. Notwithstanding the generality of this clause, charge rates shall be subject to annual increase as agreed to by the parties. In the event of the parties not reaching agreement on the annual increase, Gold Standard Security Ltd shall be entitled to terminate upon 30 days notice.

#### 5. **Offsetting of Payments and Interest**

You will not be entitled to offset any amounts against payments due to Gold Standard Security Ltd.

#### 6. **Insurance**

Gold Standard Security Ltd indemnifies you against all claims for death or injury and damage to property arising from negligence by Gold Standard Security Ltd in the performance of the services, provided that Gold Standard Security Ltd liability in respect of damage to property shall not in any event exceed £5 million. Gold Standard Security Ltd shall not be liable for any other loss or damage whether direct or indirect, or for any damage caused by Gold Standard Security Ltd personnel having acted upon your instructions to do something outside the scope of the services.

#### 7. **Employing Gold Standard Security Ltd Personnel**

If you or any of your associates or associated businesses employ directly or indirectly or introduce any of Gold Standard Security Ltd personnel while he/she is employed for the services or six months thereafter, you will pay us an introduction fee calculated in accordance with our placement fee charges in force at the time.

#### 8. **Searching of Persons**

In the event that you require us to undertake searches of persons entering or leaving the site you shall ensure that Gold Standard Security Ltd personnel are lawfully entitled to do so and you shall indemnify us for any claim that may be brought against us for searching or attempting to search a person at the site.

#### 9. **Circumstances Beyond Reasonable Control**

Neither you nor Gold Standard Security Ltd will be required to perform under this contract where for reasons beyond either's reasonable control, including industrial action, it is not possible to do so.

#### 10. **Extraordinary Circumstances**

In the interests of taking all appropriate circumstances into account in the conduct of the services you should advise Gold Standard Security Ltd in writing of all facts that could have a special bearing on the services, such as any items at the site of extraordinary value or having the potential of creating an extraordinary hazard or requiring specialised skills. If you fail to do so, Gold Standard Security Ltd and its insurers shall not incur any liability for any loss or damage. In addition, Gold Standard Security Ltd shall be entitled to summarily terminate the services and you will be responsible for all consequences resulting from your failure to report the circumstances to Gold Standard Security Ltd.

#### 12. **General**

12.1. Failure to exercise a right under these terms of business shall not be deemed to be a waiver of such a right.

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- 12.2. No variation of these terms and conditions shall be of any force or effect unless reduced to writing and signed by you and Gold Standard Security Ltd.
- 12.3. The laws of England shall govern these terms of business without referral to any other country's system of law.
- 12.4. These terms of business replace all prior agreements and arrangements between you and Gold Standard Security Ltd and constitute the entire understanding between you and Gold Standard Security Ltd relating to the subject matter covered by these terms of business. No oral representations, warranties, or promises shall be implied as terms of these terms.

<b>Security Guard</b>	
Basic hourly charge excluding VAT	<b>£00.00</b>
Bank Holidays	Time and a Half of basic hourly charge
Christmas day New Year's day	Double Time of the basic hourly charge