



TERMS AND CONDITIONS

1. SCOPE

1.1 These terms and conditions specifically refer to any provision of Private Security Services as defined within the PSIA act 2001, including but not limited to the provision of Door Supervision, Manned Guarding & Event Security Services– with the aforementioned services being provided by KESecurity.

2. DEFINITIONS

“The Client” the party engaging the services of the Company.

“The company” KESecurity (Goliath security services LTD) 71-75 Shelton Street London WC2N 9JQ

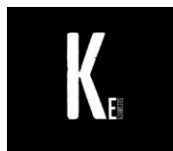
“Additional Services” services which may reasonably fall outside of any original agreement for manned guarding services, but which may be referred to as associated or additional services, including but limited to AdHoc attendances or the supply of other goods or services so requested by the Client.

“Assignment Instructions” agreed written instructions between the Company and the Client detailing how the Company should act or respond to any given event, including for what the requirements for any given Client Premises are. This may include codes, contact numbers and details Risk Assessments as well as further Client-led instructions.

“Commencement” the date which services are commenced which may be different to the date of Date” instruction from the Client.

“Premises” the location, site, venue, property, building, estate, or land for where the Client is engaging the Company to provide services.

“Door supervision” The provision of SIA licensed officers in accordance with client requirements at a licensed premises, venue or event.



“Manned Guarding” the provision of SIA licensed officers in accordance with requirements for any particular duty at a client site or location with the intent to prevent and reduce loss or damage to property.

“Operative” any door supervisor, security officer, or otherwise contracted staff member operating on behalf of the company,

“Maximum Capacity” - means the maximum occupancy of people that can safely fit inside the Premises in accordance with any relevant legislation.

“Operations” the deployment of operatives carrying out duties on behalf of the company and any other services that may be delivered by the company to the client.

“The Services” the provision of security services to the Client under the agreement.

3. SERVICES

3.1 The Company will provide the Services on and subject to these Conditions.

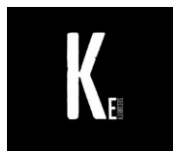
3.2 Manned Guarding and Door Supervision services are provided in accordance with requirements as arranged through agreement, schedule, invoice, contract or any other document or purchase order identifying said requirements.

3.3 Services may be provided as agreed on a temporary or permanent arrangement, and these terms and conditions are applied in either or any circumstance where the company provides services on the client's behalf.

3.4 Where additional services are required outside of agreed hours, the Company will make every effort to provide sufficient cover, presuming said requirements are known and agreed in advance, but cannot guarantee the application of service outside of those hours agreed.

3.5 Without prejudice to Condition 9.4, in the event of any form of industrial action affecting the Site and/or the Client’s employees, the Company shall not be obliged to perform any duties or functions previously performed by the Client’s or any other person’s employees involved in the industrial action but shall subject as aforesaid continue to perform the Services to the extent possible in the circumstances.

3.6 The Client authorizes the Company to take all necessary steps to enable the Company to provide the Door Supervision services in accordance with all applicable legislation, including without limitation retaining the decision with regards to the entry of any persons to any applicable premises or event and the lawful arrest and removal of any persons from any applicable premises or event.



3.7 Except as otherwise Agreed, the Company may, at its absolute discretion, engage a third party sub-contractor to perform some or all of the obligations of the Company and the Client will not hire or engage any third parties to assist with the provision of the Services unless otherwise agreed.

3.7.1 For the purposes indemnification in of these terms, the sub-contractor is an agent of the Company.

3.8 Duties, roles and job functions may be subject to change through the agreement of Assignment Instructions, or duration of services provided as per agreement or contract.

3.9 Though the company may engage in providing additional services outside the scope of manned guarding and door supervision services at the client's request, it does not hold itself to be a specialist in such fields.

4. OPERATIONS

4.1 The Client hereby warrants:

4.1.1 that the provision of the Services does not contravene any law, statute, regulation, order or bylaw, affecting the Site or the business or businesses carried out at any premises or area where the company may be operating on behalf of the client;

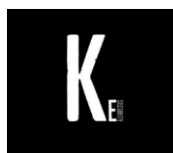
4.1.2 That it will advise the Company in advance of any limitations on the operation of the premises required by any law, statute, regulation, order or bylaw.

4.1.3 That it will ensure licensing restrictions applicable the premises or event are not breached at any given time;

4.1.4 That the premises is safe for the Company to carry out the Services.

4.2 The Client hereby agrees and undertakes to liaise with the Company over matters affecting the safety and security of persons on any premises, site or area to which the company may be providing services on behalf of the client and without prejudice to the generality of the foregoing to promptly alert the Company's management to changes affecting the level of risk, layout, use, security and detection systems, reporting procedures and the Client's own security personnel at the Premises.

4.3 The Client agrees that neither the Client nor their servants or agents will instruct or otherwise require the Company or the Door Supervisor providing the Services to exceed the Maximum Capacity of the premises.



4.4 The Client will provide facilities at the premises or area of operations that the Company may reasonably require carrying out the performance of the Services, unless provided by the company as per contract or agreement.

4.5 The Client shall notify the Company of the existence and location of all materials at the Site which are defined as hazardous by the Control of Substances Hazardous to Health Regulations 1994 and the Client shall ensure that those parts of the Site which the Company's employees may visit, in order to carry out the Services, will constitute a safe place of work.

4.6 The Client shall indemnify the Company against all claims resulting from any failure by the Client to comply with the obligations set out in clauses 4.4 and 4.5

4.7 The Client will allow the Company's Representatives, including any operative or security officer that may be in their duties, access to the Premises as required to provide the Services.

4.8 The Company reserves the right to suspend or terminate services in the event that the Company is prevented, restricted, hindered or delayed by reason of any circumstances outside the control of the Company including, without limitation, circumstances affecting the provision of all or any part of the Services.

4.9 The Company shall not be required to credit or provide similar acknowledgment for any period of cover or any provision of service for any period of suspension.

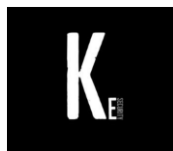
5. CHARGES & PAYMENT

5.1 Door supervision charges are invoiced weekly in arrears using net 7 terms on Mondays for ongoing assignments or from the date of hours completed in accordance as per agreement.

5.2 Manned Guarding charges are invoiced monthly on the 24th or the first working day if this date falls on a bank holiday or weekend, in accordance with clause, 5.9, charges for Additional Services will be raised monthly in arrears and will be based on further additional agreement with the Client.

5.3 Public and Bank Holidays or any other Statutory Holidays as announced by parliament will be charged at 1.5 x agreed rate if services are deployed unless otherwise agreed.

5.4 Where services have been billed on a monthly schedule and the service fails to run for a contracted term for any reason, the Company retains the right to raise an Invoice for any additional bank holidays or other costs previously spread over 12 months, but therefore not covered off in the cycle of billing up to the point of termination.



5.5 The Company may Invoice the Client appropriate and proportionate charges with regards to the early termination of outsourced provision, for example, radio hire, equipment rental or software licenses.

5.6 Where a purchase order (or a similar authority) is required to ensure payment of any invoice raised by the Company, the Client should provide this in advance by email to contact@kesecurity.co.uk.

5.6.1 Failure to provide a suitable purchase order (where required) will not in itself render any invoice invalid.

5.7 Payment terms are net 7 from the date of invoice.

5.8 A deposit of 20% of the total cost for applicable events, or 25% of the first month for manned guarding or other applicable ongoing assignments will be payable prior to staffing, as per contract or agreement.

5.8.1 Any deposit paid for services provided on an ongoing basis would be deducted from the final month's invoice upon termination or conclusion of assignment, as per contract or agreement.

5.9 The Company may propose an annual increase to rates to reflect inflationary increases, cost increases and other business cost increases, but providing 60 days' notice of such a change.

5.10 If at any time during the period of this Agreement there is an increase in costs to the Company in providing the Services which are beyond the Company's control including (without limitation) an increase in the national minimum wage, changes to National Insurance contributions, changes to licensing costs under the Private Security Industry Act 2001, or any other additional liabilities, or other liabilities imposed on the Company by legislation or other change in the law after the Commencement Date, then the Service Charge or any part thereof may be increased pro rata to include such increase.

5.11 Without prejudice to any other remedy which it may have, if the Client fails to pay any amount payable by it under this Agreement on its due date, the Company shall be entitled to charge interest in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 on all overdue sums from the due date to the date of actual payment whether before or after any judgment together with any debt recovery costs. Time shall be of the essence as regards payment.

5.12 The Company reserves the right to suspend or terminate services, for non-payment of charges raised under this agreement



5.12.1 The Company shall not be liable to the Client for any Losses caused to or suffered by the Client as a direct or indirect result of the supply of the Services being suspended or terminated.

6. CLIENT ACKNOWLEDGEMENTS

6.1 The Client acknowledges that the provision of any security related service is designed to limit, prevent and reduce loss and will not in itself remove risk altogether. It is therefore acknowledged that the Company does not indemnify the Client in any manner except where the Company is found to be negligent in its delivery of service.

6.2 That whereas the Company undertakes to use its reasonable endeavors to guard the Site, the Company does not and cannot guarantee the security of the premises or area and/or its contents;

6.3 That the essential nature of the Services is that of providing a security service at the premises to reduce the risk of loss, damage or injury

6.4 That the Company is not responsible for assessing on any lawful obligations or restrictions under any relevant legislation or regulations applicable to the premises unless otherwise agreed.

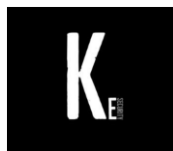
6.5 That it is incumbent upon Client or agents of the Client to inform the Company of other conditions pertinent to the provision of the Services and that no liability will attach to the Company for failure to comply with any such premises license or other conditions.

6.6 That as a security contractor it is neither reasonable nor practical for the Company to be expected to have knowledge of the value of the Site and/or of their contents and/or of any potential consequential losses which might arise from any loss or damage to the Client's property;

6.7 The Client acknowledges that although the Company may carry out assessments or inspections of the premises sufficient for the purpose of providing the services the Company is not obliged under this Agreement to provide the service of consultancy or to give advice unless agreed or contracted to do so.

6.7.1 Whereby the company undertakes services for the client that may be included in any agreement, including but not limited to: site visits, risk assessments, consultancy services, planning, and the client then wishes to terminate the agreement, the client shall be liable for charges for these services not exceeding the total amount of the agreement itself.

6.8 That in the light of the foregoing it is fair and reasonable that the Company should seek to limit and restrict its liability to the Client as set out in Condition 8.



6.9 The Client acknowledges, accepts and warrants that they will ensure adequate and appropriate insurance coverage is obtained for any potential loss or damage to property.

6.10 The Company and the services provided as a security contractor is not an alternative to maintaining adequate insurance coverage, nor does the Company indemnify the Client against any event except where the Company is found to be negligent.

7. ADDITIONAL SERVICES

7.1 Whilst the Company will endeavor to comply with any request for Additional Services from the Client, the Client acknowledges that the Company's ability to do so will be governed by the availability of suitable qualified personnel and the advance notification given by the Client.

7.2 Where Additional Services are provided to the Client, additional charges will be invoiced to the Client in respect of this. These will typically be agreed in advance with the Client where possible.

7.3 The Company reserves the right to refuse to perform any Additional Services.

8. EQUIPMENT & INTELLECTUAL PROPERTY

8.1 All equipment and materials supplied by the Company in the provision of the Services shall remain the property of the Company.

8.2 The Client will indemnify and keep indemnified the Company against any losses it may incur or suffer in connection with any loss of or damage to property belonging to the Company, but located at the Client premises for their sole use.

8.3 Upon termination of this or any any Agreement or contract for services, for whatever reason the Company shall, upon giving reasonable notice to the Client, be permitted to remove all or any of its apparatus, equipment and warning signs which may have been placed by it upon the Premises and the Client hereby grants permission to the Company to enter the Premises with or without workmen or other necessary persons and to carry out such removal.

8.4 The Client warrants that it has authority or relevant licences to supply any materials, designs, software and specifications provided by it to the Company and that any Services supplied using or based on the same will not infringe any third party rights and /or third party intellectual property rights. The Client shall indemnify the Company against any Losses arising from any breach of this warranty.

8.5 The Company reserves all intellectual property rights in the Services provided and any associated merchandise or documentation, including but not limited to copyright, registered



and unregistered design rights, patents and patent applications, registered and unregistered trade marks and confidential knowhow. Save for the honest use of any trade marks to identify the Services, the Client may not use any such rights without the Company's express written consent.

8.6 The Client shall indemnify the Company against any Losses it may incur or suffer in connection with any claim against the Company by any person alleging breach of data protection or privacy rights (whether statutory or at common law) by virtue of the provision of the Services.

9. LIABILITY & INSURANCES

9.1 The Company will maintain adequate insurance coverage for Employer Liability (£10m), Public Liability (£5m) and other such industry standard cover, including but not limited to a) Professional Indemnity (£1m), b) Loss of Keys (£100k), and c) Wrongful Arrest (£250k). No additional charge (to the Client) is intended to be levied for such coverage.

9.2 Save as is expressly provided by Conditions in this agreement, The Company shall have no liability for any loss of profit, loss of business, loss of opportunity, damage or depletion to goodwill, loss of opportunity, loss of goods, loss of contract, loss of use, loss of data or any economic loss or any special, indirect or consequential loss howsoever caused.

9.3 The liability of the Company to the Client:

9.3.1 for any loss or damage suffered by the Client in respect of any breach of a Contract shall be limited to £2,000,000 in respect of any one claim or series of claims arising out of the same event for which the Company is legally liable.

9.3.2 for any loss or damage suffered by the Client in respect of any claim for wrongful arrest for which the Company is legally liable shall be limited to £25,000.

9.3.3 in respect of any loss or damage suffered by the Client as a result of loss or damage to goods or property and death or personal injury to third parties for which the Company is legally liable shall be limited to £2,000,000 in respect of any claim or series of claims arising out of any one event.

9.3.4 in respect of any loss or damage suffered by the Client as a result of death or personal injury to any third party not resulting from the negligence of the



Company, or any officer, employee or sub-contractor of the Company, but for which the Company is legally liable shall be limited to £2,000,000 in respect of any claim or series of claims arising out of any one event.

9.3.5 in respect of all or any losses whatsoever suffered by the Client by reason of any acts of fraud, embezzlement or dishonesty on the part of any officer or employee of the Company for which the Company is legally liable shall not exceed £50,000 in respect of any one incident or series of related incidents and shall not exceed £250,000 in respect of all or any incidents arising in any period of twelve consecutive months.

9.3.6 in respect of the replacement of locks, keys and/or card-keys arising from the loss or temporary misplacement of keys of the Client while in the custody or control of the Company shall be limited to £20,000 in respect of each such incident.

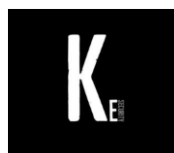
9.3.7 in respect of any claims not involving loss or damage to property for which the Company is legally liable shall be limited to £250,000 in respect of any claim or series of claims arising out of any one event.

9.3.8 for any loss or damage suffered by the Client in respect of any advice, training, design, plan, formula or specification for which the Company is legally liable shall be limited to £5,000 in respect of any one claim or series of claims arising out of the same event.

9.4 The Company shall have no liability whatsoever in respect of any Losses arising from the loss or misplacement of Keys in respect of which no Key Receipt has been issued to the Client by the Company.

9.5 Without prejudice to the generality of Condition 9.2, the Company shall not be liable for failure to provide the Services or to provide the Services promptly if such failure arises for any reason outside the reasonable control of the Company, including but not limited to acts of God, acts or regulations of any governmental or supranational authority, war, act of terrorism or national emergency, accident, fire, strikes, lock-outs, industrial disputes or epidemics. However, such delay or failure to provide such Services shall not affect the obligations of the Client to pay for the Services already provided

9.6 If any Door Supervisor or Representative of the Company, acting upon the instruction of the Client or any Representative or Associate of the Client, shall take or



omit to take any action which is outside the scope of the Services or which requires the Services to be performed other than in accordance with this Agreement, the Company shall have no liability for any Losses arising as a result of such act or omission.

9.7 The Client agrees to indemnify the Company for all losses, damages, claims, liabilities, costs, fees (including legal fees) and expenses of whatever kind suffered or incurred by the Company:

9.7.1 As a result of any officer, employee or subcontractor of the Company, acting upon the instructions of the Client, taking any actions outside the scope of the Services or omitting to take any action within the scope of the Services;

9.7.2 As a result of any breach by the Client, any employee, agent or officer of the Client or the management of the Site of any law, regulation, order, restriction or byelaw affecting the Site to include authorizing, allowing, instructing or demanding entry to the Site that breaches Maximum Capacity;

9.7.3 As a result either directly or indirectly, of any act or omission by the Client, its officers, agents or employees, which is either negligent or in breach of this Agreement.

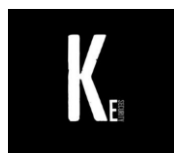
10. PROTECTION OF THE COMPANYS' INTERESTS

10.1 The Client agrees not to directly or indirectly solicit or entice away or employ, or endeavor to solicit or entice away or employ any Door Supervisor who was engaged at the Premises in connection with the provision of the Services or any officer or employee of the Company who was known to the Client in connection with the provision of the Services where such person is to be engaged by the Client or its associates in a similar capacity or not.

10.1.1 In the event of a breach of Clause

10.1.2 the Company reserves the right to charge an assignment and/or introducers fee equal to 20% of that individuals' annual salary.

10.2 The Company and Client agree to protect confidential information from wider publication or distribution, including any data, processes and procedures, codes and other knowledge learnt during business.



10.3 The Company will only maintain sufficient data to perform the duties under this agreement and such data will be destroyed upon any termination of this agreement, save where regulatory requirements insist otherwise.

10.4 All obligations of confidentiality shall survive any termination of this Agreement.

10.5 The Company shall not be obliged to perform any Services where there appears a clear and apparent effort to breach Clause

11. VARIATIONS

No variation, extension, exclusion or cancellation of this Agreement not referred to within this Agreement shall be binding until it is confirmed in writing, by the Client and the Company, or in the case of any other provisions of this Agreement under the hand of a Director of the Company.

12. THIRD PARTY RIGHTS

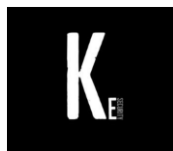
Except for any Associate of the Company, no term of this Agreement is intended to confer a benefit on, or to be enforceable by, any person who is not a party to this Agreement.

13. PARTNERSHIP OR AGENCY

Nothing in this Agreement shall be construed as constituting a partnership between the parties or as constituting either party as the agent of the other for any purpose whatsoever except as specified by the terms of this Agreement.

14. NOTICES

Any notice to be given under this Agreement shall be in writing and shall be sent by hand, by email, or by first-class mail to the Client at the address appearing at the head of this Agreement and to the Company at the address appearing at the head of this agreement (or such other address as shall be notified in writing for the purpose of this Clause) and, if by delivery mail, shall be deemed to have been given on the second day (excluding Saturdays, Sundays and English Statutory Holidays) after dispatch.



15. SEVERENCE

If any term or provision in this Agreement (or any document referred to herein) is or shall become in whole or in part illegal, invalid or unenforceable the legality, validity, and enforceability of the remainder of this Agreement (or any document referred to herein) shall not be affected or impaired thereby and any such illegal, invalid or unenforceable shall have effect with whatever amendment is necessary to give effect to the commercial intention of the parties.

16. SET-OFF

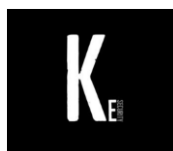
The Client shall not be entitled to withhold payment of monies due under this Agreement by reason of any claim or counter-claim it may have or allege against the Company or otherwise.

17. FORCE MAJEURE

If a party to this Agreement is prevented in any way from performing any of its obligations hereunder because of matters outside such party's reasonable control including fire, flood, storm, adverse weather, third party strike, riot, war, rebellion, acts of God, or other similar causes beyond the reasonable control of such party (each an "Event of Force Majeure"), then the party so prevented from performing shall not be liable for any failure or delay in its performance provided that such party shall give the other Party prompt notice of such failure or delay and the cause thereof and shall use all reasonable means to minimize the effect of the Event of Force Majeure on the performance of its obligations under this Agreement and to resume full performance of its obligations as soon as possible.

18. ENTIRE AGREEMENT

This Agreement, together with any contract, assignment instructions or agreement constitutes the entire agreement between the Client and the Company in respect of the Services and no representation or statement not contained in this Agreement shall be binding on the Company. This Agreement shall expressly override all or any terms or conditions sought to be imposed by the Client howsoever communicated to the Company and whether before or after the date of this Agreement.



19. HEADINGS

The headings in this Agreement are for convenience only and shall not affect the construction thereof.

20. JURISDICTION

The construction, validity and performance of this Agreement shall be governed by English law and the parties hereby submit to the exclusive jurisdiction of the courts of England.

