



Terms and Conditions

Customer:
Contact:
Email:
Date of Service provided:

Parallel Security, hereinafter called “the company” hereby agrees to perform the services described and set out in their agreement:

Hrs	Service Provided	Charge

This charge shall cover the total cost of the services except when performed on a Christmas Day or New Years Day when the company shall be entitled to charge twice the normal rate.
Payment to be made every 30 days from issue date of invoice. Invoices will be issued weekly after the hours for the previous week have been completed.
Please give 28 days’ notice in writing of service no longer required.

In order to provide continual improvements in our services provided we will ask you to complete Key Performance Indicators at least once per yea, these will cover areas of Staff and Management performance. In addition to this we would also ask for your cooperation in completing a small number of Consumer Key performance Indicators to enable us to gather feedback on our performance and the way our company is perceived from those who are not in direct contact with our management team. We have attached a copy of each of these documents for you to review, and would like to thank you in advance for your cooperation.

On behalf of Parallel Security

On behalf of Customer

Signed:.....
Name:.....
Position:.....
Date:.....

Signed:.....
Name:.....
Position:.....
Date:

Terms and Conditions

Parallel Security ("the company") only supply Services on these Terms and Conditions. You, the customer, will only purchase the Services on these Terms and Conditions save as expressly set out in our Written Quotation, Assignment Instructions or Service Agreement. These Terms and Conditions are important and should be studied carefully.

Whereby it is agreed as follows:-

1. The company shall supply security services for a minimum period of twelve months (the initial contract period).
2. Commencement date shall be date of first supply as detailed within the Service Agreement and/or Assignment Instruction.
- 3. Cancellation**
 - (i) Cancellation of supply will not be accepted under any circumstances during the initial contract period.
 - (ii) Cancellation of supply after the initial contract period must be notified in writing 30 days prior to the expiry date of the initial contract period.
 - (iii) In the absence of notification as in 3 (ii) above the contract will "roll over" for a further twelve months period referred to as the additional period.
 - (iv) These terms and conditions will remain in force during this additional period and for any other subsequent periods.
 - (v) The company is obliged to maintain confidentiality with respect to information obtained whilst tendering for or fulfilling a contract.
 - (vi) The company will not enter into any commitment that would involve assuming the powers of the civil police.
 - (vii) The customer is obliged to identify and consult with the company on any specific health and safety requirements that apply, or are likely to apply, during the period of the contract.
 - (viii) The customer is obliged to provide and/or maintain any specified item or service, which the customer has agreed to provide and which is necessary for fulfilling the assignment.
- 4. Insurances**
 - (i) The company accept such liability as would, but for these conditions, be imposed by law, subject to the following limitations and indemnity:-

(a) Employees Liability	£5,000,000.00
(b) Public Liability	£2,000,000.00
(c) Efficacy/Contractual Liability	£5,000,000.00
(d) Fidelity Guarantee	£100,000.00
 - (ii) The company's liability shall not exceed the monetary limits referred to herein, no matter how the liabilities may arise and howsoever they may be caused and in relation to whomsoever and without prejudice to the generality of the foregoing, whether or not the same shall directly or indirectly be attributable to, or arise from, or be in any way caused or connected with or related to:-
 - (a) Any act of neglect or default whether wilful or otherwise.
 - (b) Any breach of warranty obligation or conditions
 - (c) Any criminal act.
 - (d) Any fundamental breach of this contract or any breach of a fundamental term of this contract of and by the company, its employees and agents so that in all circumstances whatsoever, any injuries, (including death) loss or damage over and above the monetary limits stated in paragraph 4 (i) a and 4 (i) b shall be the sole risk of the customer.
- 5. Limitation of Liability**
 - (i) (a) The company shall not be held responsible for any injury, loss or damage whatsoever caused or contributed to by any deficiency in or omission of the services or any injury or loss or damage whatsoever arising during the period of any such deficiency in or omission of the services where such deficiency or omissions are due to acts of war, terrorism, strikes, lock-outs, labour disputes, adverse weather conditions, transport delays, accidents, mechanical breakdowns, sickness, obstruction of any public or private road or highway or to any other circumstances outside the control of the company. Furthermore and subject to the provisions of clause 4 hereof, the company shall not under any circumstances be liable for any loss, damage or injury suffered by the customer resulting from any burglary, theft, fire or any other criminal or tortious act default or omission (whether under Common Law or statutory duty or otherwise) by any person whatever including any employee of the company unless in the case of such an employee such act, default or omission could reasonably have been foreseen and avoided by the company as employer.
 - (b) Any loss of computers or related equipment that has not been adequately secured or in the case of laptop computers, those that have been left unattended or have not been placed in a secure location.
 - (c) Any damage to computer equipment and records and financial loss arising from a computer virus and hacking.
 - (ii) Any claim in respect of loss or damage should be reported to the company within seven days of the said incident, in writing, quoting the relevant crime number where appropriate. Claims will not be accepted beyond this period.
 - (iii) The company will not be held responsible and will not accept liability for any plant hire goods or other equipment belonging to a third party, subcontractor or agent of the customer unless mutually agreed in writing and subject to implementation of all recommendations included in a detailed risk assessment carried out by the company and providing that such risk assessment does not contradict or increase any liability already detailed in these Terms and Conditions.

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- (iv) The customer shall have no rights to offset/contra any invoices rendered in part or in full against any claim made against the company howsoever arising or in any event until the outcome of such claim has been determined.
6. **Mobile Patrol Services**
- (i) The company confirm that keys will be immediately surrendered to an authorised representative of the customer if requested by the customer in writing.
- (ii) The company will retain keys for 30 days following cessation of contract, unless the keys have been surrendered to the customer. After 30 days the company will surrender the keys to a locksmith for destruction. A receipt for keys surrendered will be kept on file.
- (iii) Mobile patrol services may be provided simultaneously for a number of customers. Accordingly interruptions or delays can arise if an incident occurs at the premises of another customer during the course of a patrol officer's round of duty.
7. If any provision of this agreement shall be repugnant to statute, to any extent, the statute shall override the provisions to that extent but not further.
8. **The Customer's Obligations**
- (i) The customer shall insure or otherwise provide against any liability or responsibility not accepted by the company.
- (ii) The customer will indemnify the company in respect of all claims for loss or damage made against the company by any of the company's employees, the customers servants or agents or any third party arising by reason of and to the extent that the damage or loss is caused by the negligence or other tortuous act of the customer, his servants or agents, by the unsafe condition of the customer's premises or by causes beyond the company's control for which the customer is responsible. If any employee of the company is instructed by the customer, his servants or agents, to do any act not within the scope of the company's duty under this contract, he shall be deemed to do so as the customer's servant or agent.
- (iii) The customer shall be responsible for ensuring that the officers employed on his premises cannot misuse the telephone system installed, by ensuring that the officer cannot make calls to the following services:- INTERNATIONAL, PREMIUM RATE, or MOBILE TELEPHONES, unless there is a specific requirement to contact the customers staff in the event of an emergency. The company will not accept responsibility for any costs incurred due to the failure by the customer to comply with this clause.
9. **Duration and Termination**
- (i) The customer shall not either during the currency of this contract or for a period no less than one year after the termination thereof (howsoever arising) solicit the services of or knowingly employ in any capacity any person who during the period of this agreement was employed as a Security Officer of the company. Or any person who was employed by the company and was instrumental in supplying the services described on this agreement.
- (ii) If the customer shall be in breach of Clause 9 (a) hereof, in respect of any one servant of the company, the customer shall pay to the company, the sum of £2,000 (two thousand pounds) liquidated damages and the company agree that the said sum is a reasonable estimate of the investment of the company in the recruitment and training of such servant and the company agree that the payment of such sum shall be the most reasonable and sufficient remedy in all the circumstances.
10. Christmas Eve and New Years Eve are historically very difficult to provide cover, therefore are treated as Bank Holidays and as such attract a premium rate.
11. In the event of any increase in the cost of labour, wages, materials or other overhead expenses of any kind (including any increase due to a change in government legislation) concerned with the carrying out of the company's duties under this agreement on giving no less than one month previous written notice to the customer, the company shall thereupon be entitled to make a fair increase in the charges due under this agreement. The customer shall be entitled upon receipt of the company's notice of increase, give notice to the company, terminating this contract at the expiry of the notice mentioned in clause 3 but without prejudice to any rights of either party already accrued hereunder at the time of such termination. Any notice, shall be sufficiently served and posted to the customer of the company at their respective last known address or left at such addresses and shall be deemed to have been duly received two days after such service.
12. In some circumstances the company may outsource the services to a third part sub-contract company. The company will ensure that appropriate insurances and accreditations are in place and will regularly check these documents.
13. Invoices are prepared monthly for payment within thirty (30) days, of receipt. Interest of 8% above base rate will be applied on a daily basis for all debts over thirty (30) days in accordance with the Late Payment of Commercial Debt Regulations 2002.
14. This agreement shall constitute the entire contract between the parties hereto and shall supersede the provisions of any previous contract, warranty, and representation made or given in relation to the services specified in the schedule hereto. No variation of this agreement shall be of any effect unless agreed in writing and signed by a director of the company.
15. This agreement shall be governed by the law of England and Wales.