



Contract for the Provision of Services

To

Customers Name

For Services Provided by

PSK LIMITED

Registered Office:

Phoenix House
Rear of 19 Ash Street
Ash

**ALDERSHOT
Hampshire
GU12 6LA**

Telephone 01252 337338

Company Registration No. 7493999

VAT No. GB 931 0750 52



CONTRACT FOR THE PROVISION OF SERVICES BETWEEN

PSK Limited

("THE COMPANY")

AND

Customers Name

("THE CUSTOMER")

Whereby it is agreed as follows:

1. The company agrees to carry out in respect of the property/premises known as:

Site Address ("THE PREMISES")

The services described in Appendix A ("THE SERVICES") from the

Start Date

("THE COMMENCEMENT DATE")

2. The charges payable for the services are as follows:

- (a) **£00.00** (plus V.A.T.) – Guarding AM Coverage.
- (b) **£00.00** (plus V.A.T.) – Guarding Evening Coverage.
- (c) **£00.00** (plus V.A.T.) – Guarding, Additional First Hour After 20:15hours.
- (d) **£00.00** (plus V.A.T.) – Mobile, Open or Close at Weekends.
- (e) **£00.00** (plus V.A.T.) – Alarm Response and Call-out Charge.
- (f) **£00.00** (plus V.A.T.) – Alarm/Guarding Additional Hours.

3. The customer shall pay the company an excess hourly rate of double that specified in the foregoing paragraph for services provided on or during any Bank, Public, Local or Statutory Holiday.

4. Any increase in charges due under any contract for the supply of the services (subject to the agreement being in force for not less than three months) shall be given by the Company to the Customer in writing and shall take effect from the date one month after such notice.

5. Payment for the services provided in terms of the contract shall be made within 30 days of the date of invoice.

6. Without prejudice to any other remedy it may have, the Company shall be entitled to charge interest at the rate of 5 percent per annum over the base lending rate for the time being of National Westminster Bank PLC on all overdue sums owed by the Customer to the Company, such interest to accrue from day to day from the date when payment shall become due to the date when payment shall be made whether before or after any judgement.



CONTRACT CONDITIONS

7. The Company shall indemnify the Customer (and then only to the limited extent set out below) against any loss of or damage to tangible goods or property belonging to the Customer in the following circumstances:
 - (a) In so far as any such loss or damage is caused by the sole negligence of the Company to a maximum amount in any instance of £1,000,000 (ONE MILLION POUNDS).
 - (b) In so far as any such loss or damage is caused by fraud, theft, embezzlement or any attempts thereat committed by the Company's employees to a maximum amount in any one instance of £25,000 (TWENTY FIVE THOUSAND POUNDS).
8. The Company undertakes to effect Employers Liability insurance for a maximum amount £10,000,000.
9. The Company shall be under no liability whatsoever to the Customer or to any third party and the Customer shall fully indemnify the Company in respect of any claims where:
 - (a) The Company and its servants or agents are hindered or prevented from carrying out its contractual duty to the Customer by virtue of any strike, lockout, labour dispute, weather conditions, traffic congestion, mechanical breakdown or any cause of any kind whatever beyond the Company's control.
 - (b) The presence of any hazards due to defective structure or means of access, the presence of noxious, toxic, explosive or radioactive substance or any other state of the Customer's premises or premises upon the Company's servant or agents are obliged to enter, which renders them dangerous in the opinion of the Company to any servant or agent of the Company.
 - (c) The recommendations of the Company in respect of equipment required for services of a particular contract are not strictly adhered to by the Customer, and loss to the Customer or third party which could give rise to a claim against the Company occurs.
 - (d) The Company is required to undertake any extraneous duties other than those mentioned above, unless such duties be specifically agreed in writing prior to being carried out.
10. The Company shall not be responsible under any circumstances whatsoever for any loss or damage resulting from the loss or damage to keys and in particular for such loss as the cost of changing locks or keys unless the customer shall have received from a duly authorised servant or agent of the Company a written receipt for such keys, and in any event the maximum limit of liability accepted by the Company will be £10,000 (TEN THOUSAND POUNDS).



11. In the event of a claim arising in respect or wrongful arrest having been committed or alleged to have been committed by the Company, the maximum payable in any instance will be £25,000 (TWENTY FIVE THOUSAND POUNDS).
12. In the event of the Customer wishing to make a claim against the Company, its servants or agents, the Customer must submit a claim in writing to the Company, giving sufficient details for the negligence or fault to be identified and investigated within seven days of the loss or damage occurring.
13. The Company will, at the written request of the Customer, increase the limit of indemnity referred to in paragraph 7, provided that the Customer meets any increased cost in the Company's insurance premium. The increase in the indemnity limit will only be effective after the Company has received written acceptance to the increase from the Insurance Company.
14. The Customer will not be permitted to set off any claims arising in terms of paragraph 7 against payments due to the Company for provision of services.
15. The Customer undertakes that neither during the period of this contract nor for a period of one year after its termination shall it without the previous written consent of the Company:
 - (a) Offer employment, in any capacity concerned with security, to any employee of the Company, or any former employee of the Company, engaged during the period of this contract, without compensation to the Company of 12.5% of said employee's annual wage or salary.
 - (b) Employ any firm or company providing services similar to those provided by the Company owned, managed and controlled by an employee of the Company, or a person who was an employee of the Company during the period of this contract.
16. The Company may terminate the contract for the supply of services:
 - (a) At any time, if the Customer delays or is in arrears of payment of any sum due hereunder provided such payment has been demanded in writing by the Company.
 - (b) At any time, if the Customer becomes apparently insolvent or in the event of the Customer being a limited company going into liquidation or receivership otherwise than for the purpose of reconstruction.
 - (c) Upon giving one months written notice if the Company finds it impracticable to maintain the service. In such cases the Customer shall have no claim in respect of such termination and the Company is the sole judge of what is impracticable.
 - (d) The Customer may terminate the contract upon giving one month's written notice.
17. The Customer agrees to provide adequate shelter for static personnel. Such shelter should include heating, lighting, protection from the elements, and toilet facilities etcetera, in accordance with the aims and provisions of the Health and Safety at Work Act 1974. In the event of such shelter not being provided the Company reserves the right to provide same and add the cost of provision to the sum due under this contract, amend the terms of service or terminate the contract.



- 18. It should be noted that PSK's authority to apprehend or detain any individual suspected of committing an offence on your property is restricted by the *Police and Criminal Evidence Act 1984*.
- 19. This contract shall be conducted in accordance with the laws of England and Wales and the Courts of England and Wales shall have exclusive jurisdiction in relation to any matters arising out of this contract.

Signed for and on behalf of: **PSK LIMITED**

.....
Capacity of Signatory: DIRECTOR

Dated:

Signed for and on behalf of the Customer: **Customers Name**

.....
Capacity of Signatory:

Dated:



Appendix A

SAMPLE