

TERMS AND CONDITIONS (v21) [THE SERVICE AGREEMENT]

1 SCOPE

- 1.1 These terms and conditions specifically refer to any provision of Security Services as defined within British Standard BS10800, including but limited to the provision of Manned Security Guarding as defined by the British Standard BS7499, and any provision of Keyholding, Alarm Response and/or Mobile Patrol services as defined by the British Standard BS7984 – with those services being provided by Elite Security Group and its affiliated companies (including Elite Security Management Services Limited, Elite Security Manned Guarding Limited and Elite Alarm Monitoring Services Limited).

2 DEFINITIONS

- “Additional Services” services which may reasonably fall outside of any original agreement for Keyholding and/or Mobile Patrols and/or Alarm Response services, but which may be referred to as associated or additional services, including but limited to Key Cutting services, Ad-Hoc attendances, Boarding Up services, Glazing services or the supply of other goods or services so requested by the Client.
- “Alarm Response” the response service whereby an SIA licensed officer is deployed by the Company, to a Clients’ premises to ascertain the cause of an alarm activation.
- “Assignment Instructions” agreed written instructions between the Company and the Client detailing how the Company should act or respond to any given event, including an alarm activation, or what the requirements are for any given Client Premises are. This may include codes, contact numbers and details Risk Assessments as well as further Client-led instructions.
- “Call Out” a reference to the deployment of an SIA licensed officer to Client premises whereby an alarm activation has been reported to the Company Control Room.
- “Client” the party engaging the services of the Company. This party may itself be an associate or affiliate company to the end-user, or it may be the Landlord of premises for which service is being provided. In any case, the Client is the party who is entering into this agreement, and the party obligated to pay any charged raised under this agreement.
- “Commencement Date” the date which services are commenced which may be different to the date of instruction from the Client.
- “Company” a reference to Elite Security Group and its affiliated companies (including Elite Security Management Services Limited, Elite Security Manned Guarding Limited and Elite Alarm Monitoring Services Limited)
- “Control Room” the Company office which is manned 24/7 365 days per year for the purposes of receiving alarm activation notifications from Client premises and/or their alarm monitoring providers.
- “Keyholding” the retention of keys by the Company to allow out of hours access to Client premises in the event of an alarm activation being notified to its Control Room.
- “Manned Security Guarding” or “Manned Guarding” the provision of SIA licensed officers in accordance with agreed requirements for any particular duty at a Client site or location, intended to prevent and reduce loss or damage to property.
- “Mobile Patrols” visits to premises in a liveried vehicle by an SIA licensed officer, which may be random or scheduled, and which may be for the purposes of locking and/or unlocking premises, or which may otherwise be for the deterrent of theft or trespass, or which may be for the purposes of performing property inspections.

“Premises”	the location, site, property, building, estate, park (or similar) for where the Client is engaging the Company to provide services.
“Security Officer”	an individual directly employed by the Company who is trained and licensed by the Security Industry Authority and who has been screened and vetted in accordance with BS7858.
“Service Charge”	a reference to the charge agreed by way of an agreed schedule and/or quotation and/or purchase order and/or some other communication giving effect to the same.
“Services”	the provision of services agreed by way of quotation or similar communication whereby Keyholding and/or Mobile Patrols and/or Alarm Response services are engaged between the parties.
“Retainer Fee”	the annual fee charged for a period identified by way of invoice whereby the Company will respond to alarm activations notified to its Control Room. This fee contributes to the various costs and overheads of providing response cover equivalent to 108 hours per week.

3 SERVICES

- 3.1 Manned Security Guarding services are provided in accordance agreed requirements as discussed and arranged through a tender, schedule or quotation or some other document, purchase order, schedule or agreement identifying said requirements. Duties, roles and job functions may be subject to change through the agreement of Assignment Instructions. Security Guarding services may be provided on an ad-hoc or temporary basis or on a more permanent arrangement and these terms and conditions are applied in either circumstance.
- 3.2 Keyholding and Alarm Response services are provided on an annual basis only, unless otherwise agreed in writing with an agreed schedule and/or quotation and/or purchase order and/or some other communication giving effect to the same.
 - 3.2.1 Keyholding and Alarm Response services operate between the hours of 19:00 and 07:00 seven days per week, throughout the year, including Bank and Public Holidays, as well as 07:00 – 19:00 at weekends and on Bank and Public Holidays.
 - 3.2.2 Where cover is required outside of these prescribed 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 detailed herein.
- 3.3 Mobile Patrol services are provided subject to an agreed schedule and/or quotation and/or purchase order and/or some other communication giving effect to the same. Mobile Patrol services are typically randomised in terms of time of attendance, unless a window of opportunity of preference is provided by the Client for the purposes of scheduled Locks and Unlocks of premises.

4 DURATION

- 4.1 With regards to Manned Security Guarding services not qualified by an agreed schedule and/or quotation and/or purchase order and/or some other communication giving effect to the same, and without prejudice to either party’s right to termination for breach, this Agreement shall continue for a minimum of one calendar year from the Commencement Date, continuing thereafter until terminated by giving to the other not less than 90 days written notice.
- 4.2 With regards to Keyholding and Alarm Response services not qualified by an agreed schedule and/or quotation and/or purchase order and/or some other communication giving effect to the same, and without prejudice to either party’s right to termination for breach, this Agreement shall continue for a minimum

of one calendar year from the Commencement Date, continuing thereafter until terminated by giving to the other not less than 30 days written notice.

- 4.3 With regards to Mobile Patrol services not qualified by an agreed schedule and/or quotation and/or purchase order and/or some other communication giving effect to the same, and without prejudice to either party's right to termination for breach, this Agreement shall continue for a minimum of one calendar year from the Commencement Date, continuing thereafter until terminated by giving to the other not less than 30 days written notice.

5 CHARGES & PAYMENT

- 5.1 Manned Security Guarding charges will be invoiced monthly in advance and based on 1/12th of any agreed schedule, and/or quotation and/or purchase order and/or some other communication giving effect to the same. Charges for Additional Services will be raised monthly in arrears and will be based on further additional agreement with the Client.
- 5.1.1 Where services have been billed on a 1/12th schedule and the service fails to run for a full year for whatever 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.
- 5.1.2 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 leases and software licenses and similar obligations.
- 5.1.3 Additional hours requested by the Client may not be charged at the proportionate contracted hourly rate, but may be charged at an increased hourly rate to reflect the temporary nature of any additional works or hours. Any hourly rate will be agreed with the Client prior to the commencement of works or hours.
- 5.2 The agreed Annual Keyholding Retainer Fee shall be invoiced annually in advance of the Commencement Date or anniversary thereof, and payable within 30 days of the invoice. This fee is not refundable if the Service is terminated by the Client pursuant to these terms and condition or if the Company terminates Service due to any default by the Client under these terms.
- 5.3 The Call Out charge including the first hour in attendance, and subsequent hours will be charged per hour or part thereof, broken down into 15-minute increments will be billed in arrears, with each invoice being payable within 30 days. Further charges will only be applicable where access to Client car park area are restricted, or monitored by a third party, and where additional charges are levied to the Company through accessing said parking areas (in the form of fines, penalties or charges or fees).
- 5.4 Mobile Patrols services provided under an annual contract will be billed monthly in arrears at 1/12th of the annual agreed charge, otherwise charges will be billed on a per patrol basis monthly in arrears, with each invoice being payable within 30 days.
- 5.5 Unless included in the schedule and/or quotation, all activities will be charged at double time for attendances on Public and Bank Holidays or any other Statutory Holidays as announced by parliament. Furthermore, where bank holidays fall on a weekend, the Company will treat those days as well as any substitute days as being bank holidays for the purposes of billing.
- 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 accounts@elitesecuritygroup.co.uk. Failure to provide a suitable purchase order (where required) will not in itself render any invoice invalid.
- 5.7 Payment terms are strictly 30 days from the date of invoice.



6 CLIENT ACKNOWLEDGEMENTS

- 6.1 The Client acknowledges that although the Company undertakes to provide Security Services in accordance with an agreed schedule and/or quotation, the Company does not and cannot guarantee the security of the Client's property and/or premises.
- 6.2 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 service delivery.
- 6.3 The Client acknowledges that Keyholding, Alarm Response and Mobile Patrol services are provided on a non-exclusive basis and this may occasionally affect any scheduled attendance times. The Company will however endeavour to limit such occurrences, by ensuring adequate staffing levels are in place, but given the nature of the services, ad-hoc or unscheduled attendances will be managed in a strict chronological order. The Company will always look to attend Client premises as soon as they are reasonably able to do so.
- 6.4 The Client acknowledges that Keyholding, Alarm Response and Mobile Patrol services are provided to the Client on a non-exclusive and shared basis and accordingly the service may be temporarily interrupted or delayed if an incident detains the Security Officer at another clients' premises during the course of their duties. Under these circumstances agreed visits may be delayed. In these situations the Company will not be liable for any default liability for any non-performance or delays in the provision of this agreement.
- 6.5 The Client acknowledges that Keyholding, Alarm Response and Mobile Patrol services are provided to the Client on a non-exclusive and shared basis and accordingly the Company can only commit to a Security Officer spending a limited amount of time on any one call out. In the absence of any response from the Clients designated representative, all reasonable efforts will be made to secure the site appropriately. The Company will not be liable for any losses or damage which occur as a result of the Company leaving site and/or the failure of the Clients designated representative to attend site.
- 6.6 The Client accepts that all calls received from an alarm receiving centre to our Control Room will be treated as a genuine activation and a response will be provided accordingly.
- 6.7 The Client acknowledges that although the Company may agree to undertake ancillary duties unrelated to the core services provided, the Company does not hold itself to be an expert or specialist in such fields.
- 6.8 The Client acknowledges that although the Company will carry out an inspection of the premises sufficient for the purpose of providing the services the Company is not obliged under this Agreement to provide the service of a security consultant or to give advice of the kind more usually provided by such specialists.
- 6.9 The Client acknowledges that as a security service contractor it is neither reasonable nor practical for the Company to be expected to have knowledge of the value of the Client's or any third party's property at the premises and/or any potential losses which might arise from any loss or damage to any such property or the premises.
- 6.10 The Client acknowledges that the Company is not an insurance company and that it is likely that the value of any such property and/or of any potential losses will be or is disproportionate to the amounts which the Company can reasonably charge under this Agreement.
- 6.11 The Client acknowledges, accepts and warrants that they will ensure adequate and appropriate insurance coverage is obtained for the any potential loss or damage to property. In effect, 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.



- 6.12 The Client acknowledges that in certain circumstances the Company may use specialist providers for the provision of certain equipment, including but not limited to, radios, CCTV towers, external lighting towers and other machinery and/or equipment. Whilst the Client may have no direct association or agreement with the provider in itself, it is accepted that such equipment may need to be adequately insured by the Client when on location and for the benefit of the Client when in use.

7 PREMISES & FACILITIES

- 7.1 The Client hereby warrants that the premises to which our Company will attend for the provision of service are safe for individuals to carry out the services and in particular, but without limitation, they comply with all relevant UK health and safety legislation. The Client will indemnify and keep indemnified the Company against any Losses it may incur or suffer in connection with any death or physical injury suffered by any of the Security Officers or any Representative of the Company or loss of or damage to property belonging to the Company its Security Officers or any Representative arising, in each case, from the unsafe state of the Premises or anything situated therein belonging to or under the control of the Client. The Client will effect adequate insurance cover with reputable insurers at the Client's own expense for any liability it may incur under this Sub-clause.
- 7.2 The Client warrants that the provision of the Services does not and will not at any time in the future contravene any statutory or other regulation, order or byelaw affecting the security of the Premises, or the business(es) carried out at or forming part of the Premises and the Client has obtained all appropriate permissions and consents to permit the provision of the Services.
- 7.3 The Client will allow the Company's Representatives (including any Security Officer) such access to the Premises as is reasonably required for the purpose of providing the Services. Where such access is not permitted for any reason the Client agrees in any case to pay the Service Charge in full as if such access had been permitted and the Services provided.
- 7.4 The Client hereby agrees and undertakes to liaise closely with the Company's management over matters affecting the security of the Premises and/or the Client's property and to promptly inform the Company's management of all material changes after the Commencement Date affecting the security of the Premises and/or the Client's or any third party's property, 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.
- 7.5 The Client will allow the Company's Representatives (including any Security Officer) such access to the Premises as is reasonably required for the purpose accessing and/or removing Company property at any time during or immediately after the contracted service provision. Where services are terminated, for whatever reason, the Company will liaise with the Client over the retrieval of Company property.

8 SERVICE CHARGE

- 8.1 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.
- 8.1.1 The Company will always attempt to provide at least 90 days' notice of any intention to increase charges. The only circumstances where this will not be possible is when such costs, outside of our control, are increased with less than 90 days' notice. In these circumstances we will liaise with the Client to address the issues as they present themselves.
- 8.2 The Company may propose an annual increase to the Clients' service charge to reflect inflationary increases, cost increases and other business cost increases, but providing 90 days' notice of such a change. The Company may also make proposals in discussions with Clients and will always look to positively engage in the process throughout.



- 8.3 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 of the Service Charge.

9 ADDITIONAL SERVICES

- 9.1 Whilst the Company will endeavour 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 and capacity of suitable qualified personnel and the extent of the advance notification given by the Client.
- 9.2 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.
- 9.3 The Company reserves the right to refuse to perform any Additional Services.

10 EQUIPMENT & INTELLECTUAL PROPERTY

- 10.1 All equipment and materials supplied by the Company in the provision of the Services shall remain the property of the Company.
- 10.2 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.
- 10.3 Upon termination of this Agreement 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.
- 10.4 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.
- 10.5 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 know-how. 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.
- 10.6 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.

11 SUSPENSION OF SERVICES

- 11.1 The Company reserves the right to suspend or terminate services, for non-payment of charges raised under this agreement.
- 11.2 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.
- 11.3 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.

- 11.4 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.

12 ASSIGNMENT

- 12.1 The Company shall be entitled to freely assign its rights under this Agreement (subject to its obligations) and/or sub-contract its obligations, at any time, to any member of the Company's Group.

12.2 For the purposes of this Clause:

- 12.2.1 the term "Company's Group" means the Company, any subsidiary of the Company, any affiliated Company, any holding company of the Company, and any subsidiary of any such holding company; and

- 12.2.2 the terms "subsidiary" and "holding company" shall have the meanings given to such terms in section 736 Companies Act 1985.

13 TERMINATION

- 13.1 Reference is given to Clauses 4.1 whereby 90 days' notice from the Client is required to terminate Manned Security Guarding services, and Clause 4.2 and 4.3 whereby 60 days' notice from the Client is required to terminate Keyholding, Alarm Response and Mobile Patrol services. A charge in lieu may be raised in the event that the Client requires service to cease with immediate effect.

- 13.2 In the event that any services are reduced, suspended or terminated entirely by the Client, for whatever reason, and when the services are not being transferred by way of TUPE, the Client agrees to indemnify the Company against any and all redundancy costs, notice periods and any other termination fees associated with all employees deployed to the Client site.

- 13.3 The Company will prepare a statement record for the Client from which an additional invoice will be raised to cover off any and all redundancy costs, notice periods and any other termination fees associated with all employees deployed to the Client site. This statement will adequately illustrate to the Client the statutory calculations used when considering redundancy liabilities.

- 13.4 This Agreement may be terminated by either party forthwith on giving notice to the other if the other party is adjudged bankrupt, or shall go into liquidation (other than for the purpose of a solvent reconstruction or amalgamation), or has a petition presented against it seeking the making of an administration order, or shall suffer the appointment of a receiver, or an encumbrancer takes possession over all or any of his or its assets, or shall make an arrangement or composition for the benefit of any of his or its creditors, or by the Company if it is unable to purchase or maintain appropriate insurance cover either at all or at a cost acceptable to the Company.

- 13.5 Without prejudice to any other remedy available to it, if any payment to be paid by the Client to the Company under this Agreement (in whole or in part), including the Service Charge, is unpaid for a period of seven (7) days after it has become due the Company may at any time thereafter give to the Client seven (7) days written notice to terminate this Agreement and unless such overdue sum has been paid before the expiration of such notice period, the Company shall, without need for the giving of any further notice, have the absolute right at any time thereafter to cease to provide the Services whereupon this Agreement shall then terminate absolutely and the Company's obligations hereunder shall cease, but without prejudice to the liabilities of the Client to the Company.

- 13.6 In the event that any insurance cover held by the Company in respect of the Services becomes unavailable, or its cost is materially increased by reasons outside of the control of the Company, then the Company shall be entitled (at its option) to either exclude all liability to the Client for Losses that would otherwise have been covered by such insurance, or to terminate (without liability to the Client) this Agreement forthwith by notice in writing to the Client.



14 LIABILITY & INSURANCES

- 14.1 The Company will maintain adequate insurance coverage for Employer Liability (£10m), Public and Product Liability (£10m) 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.
- 14.2 The Company will further maintain adequate vehicle insurance coverage, whilst also ensuring the roadworthiness of vehicles used for the performance of its obligations under this agreement, including but not limited to, regular maintenance and servicing as well as MOT checks.
- 14.3 The liability (if any) of the Company and its Representatives, to the Client, however arising in respect of any Losses whatsoever (other than liability for personal injury and/or death to the extent caused by the negligence of the Company) shall be limited to physical loss and damage directly arising from such liability and shall further be limited in accordance with the following provisions, which are without prejudice to each other and to other provisions of this Agreement:
- 14.3.1 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.
- 14.3.2 The liability (if any) of the Company in respect of all or any Losses whatsoever suffered by reason of any acts of fraud, embezzlement or dishonesty on the part of any Security Officer or Representative of the Company 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.
- 14.3.3 The Client shall not be entitled to make any claim against the Company, any Security Officer or any Representative of the Company unless it gives the Company written notice of the event giving rise to such claim, containing sufficient information for it to be identified and investigated by the Company, within fourteen (14) days of the date on which the Client becomes or ought reasonably to have become aware of the occurrence of such event.
- 14.3.4 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 or a Representative of the Company.
- 14.4 The Client hereby agrees and declares that the limitations and exclusions of the Company's liability set out above are fair and reasonable in all the circumstances and taking into account, inter alia, the amount or value of the Service Charge.
- 14.5 The Client shall for all purposes be treated by the Company and its servants or agents as the sole beneficial owner of the Premises and all of the contents therein whether buildings or chattels. The Client therefore shall maintain adequate insurance coverage in the event that any third party makes a claim or allegation against the Company or any of its Representatives for Losses incurred whilst performing its legitimate duties under this agreement.
- 14.6 If any Security Officer 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 and the Client shall indemnify the Company against all or any Losses it may incur or suffer as a result of such act or omission.
- 14.7 The Client shall indemnify the Company against all or any Losses incurred by the Company where and to the extent that such Losses arise directly or indirectly as a result of any act or omission of the Client or any Associate of it which is either negligent or in breach of this Agreement.

- 14.8 The Client warrants to the Company that any motor vehicle belonging to or in the custody, care or control of the Client, which is used or driven by a Security Officer or other Representative of the Client shall be in a safe and roadworthy condition and shall be insured in respect of such driving and use, and the Client shall indemnify the Company in respect of any Losses arising from such driving and use.

15 PROTECTION OF THE COMPANYS' INTERESTS

- 15.1 The Client agrees not to directly or indirectly solicit or entice away or employ, or endeavour to solicit or entice away or employ any Security Officer 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.
- 15.1.1 In the event of a breach of Clause 15.1, the Company reserves the right to charge an assignment and/or introducers fee equal to 20% of that individuals' annual salary. This is akin to a recruitment agency fee or otherwise an introducers fee. This is not a penalty charge, but a realistic fee based on the costs associated with employing a replacement individual at the Company.
- 15.2 The Company and Client agree to protect all confidential information from wider publication or distribution, including any data, processes and procedures, codes and other knowledge learnt during the course of business.
- 15.3 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.
- 15.4 All obligations of confidentiality shall survive any termination of this Agreement.
- 15.5 The Company shall not be obliged to perform any Services or any part of them where such performance would expose any Security Officer to risk of physical injury.
- 15.6 The Company shall not be obliged to perform any Services where there appears a clear and apparent effort to breach Clause 15.1.

16 DISPUTE PROCEDURE

- 16.1 Subject to any other rights or remedies available to the parties either under this Agreement (or law) both Parties shall appoint an individual to deal with the day-to-day management of this Agreement. All disputes and differences arising between the Parties shall in the first instance be referred to these individuals for resolution in the first instance.
- 16.2 If any dispute or difference is not resolved within 14 days of its referral, at the option of either the Company or the Client, its shall be passed to their respective Directors for resolution within a further 14 days.

17 VARIATIONS

No variation, extension, exclusion or cancellation of this Agreement not referred to within this Agreement (including the Assignment Instructions) shall be binding until it is confirmed in writing in the case of the Assignment Instructions, 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.

18 COMMUNICATIONS

The Client hereby acknowledges that all telephone communications to the Company's control centres (as may be notified to the Client) may be remotely recorded and the Client hereby consents to such recordings being made.

19 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.

20 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.

21 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 despatch.

22 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.

23 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.

24 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.

25 ENTIRE AGREEMENT

This Agreement, together with the Assignment Instructions, 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 unless and until such variations to this Agreement are agreed to by the Company in strict accordance with Clause 13 hereof.

26 HEADINGS

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

27 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.