



TERMS AND CONDITIONS

1. Definitions and Interpretation

“Agreement” means these Terms and Conditions together with any Work Order, Schedule and agreed written variation.

“Business Day” means any day other than a Saturday, Sunday or public holiday in England and Wales.

“Customer” means the person, firm or company purchasing or receiving the Equipment, Goods and/or Services.

“Equipment” means any security equipment supplied, installed or hired by the Supplier in connection with the Services, including (without limitation) CCTV cameras, towers, alarms, detection devices, sirens, audio equipment, visual monitoring equipment, network video recorders (NVRs), cabling, mounts, power supplies and any associated hardware or accessories, which is provided on a hire basis unless expressly stated otherwise in writing.

“Goods” means any equipment or items supplied by the Supplier to the Customer on an outright sale basis, as expressly stated in the applicable quotation or Work Order.

“Services” means the security services provided by the Supplier under this Agreement, including (without limitation) equipment hire, monitoring, mobile response co-ordination, guarding services, mobile patrols, installation, relocation, maintenance, servicing and incident reporting.

“Site” means the location at which the Equipment is installed and/or the Services are provided.

“Supplier” means Boss Site Security Ltd.

“Work Order” means any written or electronic instruction, quotation, proposal or request issued by or on behalf of the Supplier and accepted by the Customer for the provision of Services and/or Goods, whether issued in writing, by email, or via electronic messaging systems (including WhatsApp), and which may specify the Services, Goods, Site, timing, duration and applicable fees (if any).

1.2 Headings do not affect interpretation.

1.3 References to statutes include amendments and re-enactments.

1.4 Words importing the singular include the plural and vice versa.

2. Basis of Contract

2.1 This Agreement constitutes the entire agreement between the parties and supersedes all prior discussions or representations.

2.2 A binding Agreement is formed when the Customer accepts a Work Order, whether by written confirmation, email, electronic message, or by permitting the Supplier to commence the Services.

2.3 These Terms shall apply to the Agreement to the exclusion of any other terms the Customer seeks to impose or incorporate.

2.4 Any quotation is valid for 30 days unless stated otherwise.

2.5 The Customer confirms it has not relied on any representation not expressly set out in this Agreement.

2.6 The scope of the Services or Goods may be varied by written agreement between the parties, including by email correspondence.

2.7 Any agreed variation shall form part of the Agreement and remain subject to these Terms.

2.8 The Supplier reserves the right to adjust the Charges to reflect any agreed variation.

3. Term

3.1 The minimum hire period is three (3) months, unless otherwise agreed in writing.

3.2 Following the minimum hire period, the Agreement shall continue on a rolling basis.

3.3 Where this Agreement is terminated for convenience by either party, charges shall continue to accrue and remain payable until the end of the calendar month in which the applicable notice period expires.

3.4 No pro-rata reduction of charges shall apply for partial months.

4. Scope of Services

4.1 The Supplier shall provide the Services with reasonable skill and care consistent with accepted UK security industry standards.

4.2 The Customer acknowledges that the Services are provided as a deterrent and monitoring measure only and do not guarantee the prevention of loss, damage or criminal activity.

4.3 The Supplier shall not be responsible for, and accepts no liability in respect of, any physical loss, damage, theft or vandalism, or for any loss of profit, loss of business, loss of revenue or business interruption, suffered by the Customer, whether direct or indirect and howsoever caused

4.4 The Supplier does not guarantee:

- 4.4.1 the prevention of crime, theft, vandalism or trespass;
- 4.4.2 the detection of all incidents or intrusions;
- 4.4.3 uninterrupted or fault-free operation of Equipment or monitoring systems.

4.5 The Customer acknowledges that:

- 4.5.1 security systems operate as deterrent and alert mechanisms only;
- 4.5.2 responsibility for overall site security remains with the Customer at all times.

4.6 The Supplier is under no obligation to upgrade, enhance or replace the Equipment or systems except as expressly agreed in writing.

5. Monitoring and Response

5.1 Monitoring and response services are provided on an operationally discretionary basis.

5.2 Where mobile response services are requested or arranged, the Supplier shall use reasonable endeavours to arrange attendance. Such attendance may be by the Supplier itself or a contracted third-party response provider. Mobile response attendance is subject to availability, safety considerations, site access and the performance of third-party providers and is not guaranteed. The Supplier shall not be responsible for any failure or delay in mobile response attendance caused by factors outside its reasonable control.

5.3 Incident reports shall be automatically provided following reportable events.

6. Equipment Hire, Ownership and Risk

6.1 All Equipment supplied on a hire basis remains the exclusive property of the Supplier at all times and shall not be sold, assigned, charged or otherwise disposed of by the Customer.

6.2 Equipment is supplied strictly on a hire basis and no title or ownership rights shall pass to the Customer.

6.3 Risk of loss, theft or damage to the Equipment shall pass to the Customer upon delivery to the Site or installation, whichever occurs first, and shall remain with the Customer until the Equipment is returned to the Supplier.

6.4 The Customer shall:

- (a) keep the Equipment safe, secure and properly maintained;
- (b) not remove, deface or obscure any identifying mark;
- (c) not relocate the Equipment without the Supplier's written consent; and
- (d) maintain adequate insurance in respect of the Equipment.

6.5 The Customer shall be liable for the full replacement cost of any Equipment that is lost, stolen or damaged (fair wear and tear excepted), payable immediately on demand. Such liability shall not be subject to any limitation of liability in this Agreement.

6.6 The Supplier may enter the Site on reasonable notice (or without notice in an emergency or following termination) to inspect, recover or remove the Equipment.

6.7 Where Goods are supplied on an outright sale basis, risk in the Goods shall pass to the Customer on delivery.

6.8 Title to any Goods supplied on a sale basis shall not pass to the Customer until the Supplier has received payment in full for those Goods.

6.9 Until title passes:

- (a) the Customer shall hold the Goods as bailee for the Supplier;
- (b) the Goods shall be stored separately and clearly identifiable as the Supplier's property;
- (c) the Customer shall not resell, pledge or otherwise dispose of the Goods; and
- (d) the Supplier may require the Goods to be returned and may enter the Customer's premises to recover them.

7. Installation, Relocation and Access

7.1 The Customer shall ensure at all times:

- 7.1.1 suitable ground conditions;
- 7.1.2 adequate lighting;
- 7.1.3 uninterrupted power supply;
- 7.1.4 sufficient connectivity;
- 7.1.5 that each Site is safe, secure, accessible and suitable for the provision of the Services at all times, including ensuring that all relevant permissions, utilities and access arrangements are in place.

7.2 Equipment relocation is chargeable and may only be carried out by the Supplier or with the Supplier's written consent.

7.3 The Supplier may suspend Services where Site conditions compromise safety or system performance.

8. Customer Obligations

The Customer shall:

8.1 Comply with all Supplier instructions relating to Equipment and Services.

8.2 Prevent interference, tampering or unauthorised access to Equipment.

8.3 Notify the Supplier of any Site changes affecting performance.

8.4 Maintain appropriate insurance covering all hired Equipment.

8.5 The Customer warrants that it has obtained all necessary consents, permissions and approvals required for the installation and operation of the Equipment and provision of the Services at the Site.

9. Fees and Payment

9.1 Fees are as set out in the Work Order or Schedule 3.

9.2 Invoices are payable within 30 days of issue.

9.3 The Supplier may, at its discretion, accept alternative payment terms imposed by the Customer, but shall not be obliged to do so.

9.4 Prices may be reviewed and increased at the Supplier's discretion on reasonable notice.

9.5 Where Services are suspended due to Customer breach or Site conditions, fees shall continue to accrue.

10. Subcontracting

10.1 The Supplier may subcontract any part of the Services, including guarding, monitoring, installation and mobile response.

10.2 The Supplier retains responsibility only to the extent required by law.

10.3 The Supplier reserves the right to terminate or replace subcontractors for breach.

11. Data Protection

11.1 The parties acknowledge a mixed data protection model, whereby:

11.1.1 the Customer may act as Data Controller;

11.1.2 the Supplier may act as Data Processor or Controller depending on the Service.

11.2 CCTV footage and other monitoring data shall ordinarily be retained for a period of up to three (3) months in the normal course of system operation.

Where an incident occurs at a Site, or where footage is reasonably required for investigation, legal, insurance or regulatory purposes, such footage may be retained for a minimum period of six (6) months, or for such longer period as is reasonably necessary for those purposes.

11.3 The Supplier shall not be obliged to retain footage beyond these periods unless required by law or agreed otherwise in writing.

11.4 Data may be processed worldwide, subject to appropriate safeguards.

11.5 Further details are set out in Schedule 4.

12. Confidentiality

12.1 Each party shall keep confidential all information obtained in connection with this Agreement.

12.2 This obligation survives termination for three (3) years.

13. Insurance

13.1 The Supplier maintains the following insurance policies with reputable insurers authorised to operate in the United Kingdom:

(a) Employers' Liability insurance with a limit of indemnity of £10,000,000 per claim;

(b) Public and Products Liability insurance with a limit of indemnity of £10,000,000 per claim; and

(c) Professional Indemnity insurance with a limit of indemnity of £1,000,000 per claim.

13.2 The Supplier shall maintain such insurance cover during the term of this Agreement.

13.3 Any increase to the scope or limits of insurance cover requested by the Customer shall be subject to the Supplier's agreement and may result in an adjustment to the Charges to reflect any additional cost incurred.

13.4 The Customer must maintain insurance sufficient to cover risks to hired Equipment and the Site.

13.5 Copies of insurance certificates shall be provided to the Customer on reasonable request.

14. Indemnities

14.1 The Customer shall indemnify the Supplier against all losses arising from: unsafe Site conditions;

14.1.1 Customer interference or misuse of Equipment;

14.1.2 inaccurate or incomplete instructions;

14.1.3 Customer breach of this Agreement.

15. Limitation of Liability

15.1 Nothing limits liability for death or personal injury caused by negligence or fraud.

15.2 To the fullest extent permitted by law, the Supplier excludes all liability for:

- 15.2.1 failure to detect or prevent crime;
- 15.2.2 criminal acts of third parties;
- 15.2.3 theft, vandalism or malicious damage;
- 15.2.4 police or emergency response failures;
- 15.2.5 power, signal or network outages;
- 15.2.6 environmental or Site conditions;
- 15.2.7 indirect or consequential loss, including loss of profit or business interruption.

15.3 The Supplier's total aggregate liability in any contract year shall be limited to the total contract value paid or payable by the Customer in that year.

16. Force Majeure

16.1 Neither party shall be liable for any failure or delay in performing its obligations under this Agreement (other than payment obligations) to the extent that such failure or delay results from an event or circumstance beyond its reasonable control (Force Majeure Event).

16.2 A Force Majeure Event includes, without limitation:

- (a) acts of God, flood, drought, earthquake or other natural disaster;
- (b) epidemic or pandemic;
- (c) war, terrorism, civil unrest or riot;
- (d) industrial action not involving the affected party's workforce;
- (e) failure of utilities, telecommunications, power supply or networks;
- (f) government action, law or restriction;
- (g) failure of third-party services on which performance reasonably depends.

16.3 The affected party shall:

- (a) notify the other party as soon as reasonably practicable of the Force Majeure Event; and
- (b) use reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations.

16.4 If a Force Majeure Event continues for a period of 30 days or more, either party may terminate this Agreement on written notice, without liability, save that:

- (a) all sums accrued up to the date of termination shall remain payable; and
- (b) termination shall not affect any rights or liabilities accrued prior to termination.

17. Termination

17.1 Either party may terminate for material breach not remedied within 14 days.

17.2 Either party may terminate immediately upon insolvency of the other.

18. Consequences of Termination

18.1 All outstanding sums become immediately due.

18.2 Equipment must be returned or collected in good condition (fair wear and tear excepted).

18.3 Clauses intended to survive termination shall do so.

19. General

19.1 No waiver unless in writing.

19.2 No assignment without consent (Supplier excepted).

19.3 The Contracts (Rights of Third Parties) Act 1999 does not apply.

20. Governing Law and Jurisdiction

This Agreement is governed by the laws of England and Wales, and the courts of England and Wales shall have exclusive jurisdiction.

SCHEDULE 1 – SERVICES

The Supplier may provide the following services to the Customer, as specified in a

Work Order:

Monitoring Services

Monitoring of CCTV systems, alarms and other security technology, including escalation and reporting where required.

Guarding Services

Provision of licensed security personnel to carry out manned guarding, access control, site patrols, observation and reporting services.

Mobile Patrols

Provision of mobile patrol services, including vehicle-based patrols, visual inspections of Sites and deterrence activities.

Mobile Response Coordination

Coordination of third-party mobile response attendance where required, subject to availability and operational constraints.

Installation, Relocation and Maintenance

Installation, relocation, maintenance, servicing and testing of security equipment.

Incident Management and Reporting

Preparation and issue of incident reports and related documentation.

Ancillary Security Services

Any other security or related services agreed between the parties and specified in a Work Order.

2. Service Delivery

2.1 Services are provided subject to operational availability, Site conditions and safety considerations.

2.2 No service level agreement, response time or performance metric is guaranteed unless expressly agreed in writing.

2.3 The Supplier may prioritise incidents based on operational assessment, risk and safety considerations.

2.4 Services may be suspended where continuation would pose a risk to personnel, Equipment or third parties.

3. Incident Reporting

3.1 Incident reports shall be generated and provided automatically following reportable events.

3.2 Reports are for information purposes only and do not constitute confirmation of liability, fault, negligence or breach of contract..

SCHEDULE 2 – EQUIPMENT HIRE

The Equipment which may be supplied, installed or hired under this Agreement includes (without limitation):

CCTV cameras and towers

Alarms and detection devices

Sirens

Audio equipment

Visual monitoring equipment

Network video recorders (NVRs)

Cabling, mounts, power supplies and connectors

Any ancillary hardware or accessories required for operation

All Equipment remains the property of the Supplier unless expressly agreed otherwise in writing.

SCHEDULE 3 – COMMERCIAL TERMS

1. Charges

1.1 Charges for the Services and/or Equipment shall be as set out in the applicable Work Order or otherwise agreed in writing between the parties.

1.2 Charges may apply in respect of the following Services (as applicable):

1.2.1 Monitoring services;

1.2.2 Guarding services;

1.2.3 Mobile patrol services;

1.2.4 Mobile response coordination;

1.2.5 Installation, relocation, maintenance, servicing and decommissioning of Equipment;

1.2.6 Incident reporting and related services.

1.3 Unless expressly stated otherwise, all Charges are exclusive of VAT, which shall be payable in addition at the applicable rate.

2. Minimum Hire Period

2.1 The minimum hire period for the Services and/or Equipment is three (3) months, unless otherwise agreed in writing.

2.2 Following expiry of the minimum hire period, the Agreement shall continue on a rolling basis in accordance with Clause 3 of the Agreement.

3. Invoicing and Payment

3.1 The Supplier shall invoice the Customer in accordance with the applicable Work Order or, where no frequency is specified, on a monthly basis in arrears.

3.2 Invoices shall be payable within thirty (30) days of the invoice date.

3.3 The Supplier reserves the right to suspend the provision of the Services where payment is overdue, without prejudice to any other rights or remedies.

4. Price Increases

4.1 The Supplier may review and adjust the Charges on written notice to the Customer to reflect increases in operating costs, regulatory requirements, insurance costs, subcontractor costs or other factors affecting the cost of providing the Services.

5. Expenses

5.1 The Customer shall reimburse the Supplier for any reasonable expenses incurred in connection with the Services where such expenses are agreed in advance or arise from the Customer's instructions.

SCHEDULE 4 – DATA PROTECTION

1. Data Protection Roles

1.1 The parties acknowledge a mixed data protection model, under which: the Customer may act as Data Controller;

1.2 The Supplier may act as Data Processor or Data Controller depending on the nature of the Services.

2. CCTV Data

2.1 CCTV footage may include personal data relating to employees, contractors, visitors or third parties.

2.2 Personal data obtained through CCTV and monitoring systems shall be retained for up to three (3) months in the normal course of operation. Where an incident has occurred, or where data is required for investigation, legal, insurance or regulatory purposes, such data may be retained for a minimum of six (6) months, or for such longer period as is reasonably necessary for those purposes.

2.3 Data retention periods may be varied where required to comply with Applicable Law.

3. Processing and Transfers

3.1 Personal data may be processed worldwide, subject to appropriate safeguards.

3.2 Each party shall comply with applicable data protection legislation, including UK GDPR.

4. Privacy Information

4.1 Further information regarding data processing is set out in the Supplier's privacy notice, available on request.