

SGC Security Services Terms_and_Conditions

1st September 2025

SGC Security Services Conditions of Contract

TERMS AND CONDITIONS RELATING TO THE PROVISION OF SECURITY, TECHNOLOGY & CROWD SAFETY SERVICES

(the “Terms and Conditions”)

Applicable to: SGC Holdings Limited and its associated training companies, including trading names SGC Security Services and SGC Training Services.

1. DEFINITIONS

“Agreement” means in relation to a particular Service the Terms and Conditions and the relevant Contract Form.

“Asbestos Risks” means any Loss arising out of or related in any way to or caused by contamination caused by asbestos or asbestos-containing materials.

“Assignment Instructions” means the specification of the Services as we will provide to you from time to time, set out in a written document containing specific information relating to the services supplied or to be arranged to be supplied by us to you.

“Breach of Duty” means the breach of any: (i) obligation arising from the express or implied terms of a contract to take reasonable care or exercise reasonable skill in the performance of the contract; or (ii) common law duty to take reasonable care or exercise reasonable skill (but not any stricter duty).

“Business Day” means a day other than a Saturday, Sunday, or public holiday in England when banks in London are open for business.

“Charge” means the sum payable by the Customer to SGC Holdings Limited TA SGC Security Services for the provision of Services as set out in the Contract Form.

“Confidential Information” means information that is proprietary or confidential and is either clearly labelled as such or identified as Confidential Information in Clause 2 below.

“Data Controller,” “Data Processor,” “Data Subject,” “Process/Processing,” “Personal Data,” “Personal Data Breach” and “Special Categories of Personal Data” will have the same meaning as given to them in the Data Protection Laws.

“Data Protection Laws” means applicable legislation protecting the personal data of natural persons, including in particular the Data Protection Act 1998 (and, from 25 May 2018, Regulation (EU) 2016/679 (“GDPR”) and the Data Protection Act 2018), together with binding guidance and codes of practice issued from time to time by relevant supervisory authorities.

“Liability” means liability in or for breach of contract, Breach of Duty, torts (including negligence and intentional torts), deliberate breach (including deliberate personal repudiatory breach), misrepresentation, restitution or any other cause of action whatsoever relating to or arising under or in connection with this Agreement, including liability expressly provided for under this Agreement or arising by reason of the invalidity or unenforceability of any term of this Agreement (and, for the purposes of this definition, all references to “this Agreement” shall be deemed to include any collateral contract).

“SGC Security Services” means SGC Holdings Limited TA SGC Security Services/ SGC Training Services (company registration number: 05912760) whose registered address is at SGC

Holdings Limited TA SGC Security Services/ SGC Training Services, Unit 2 Cherry Tree Farm Wethersfield Road, Sible Hedingham, Halstead, England, CO9 3LZ.

“Customer,” “you” or “your” means the customer with whom the Service Provider makes the Agreement as set out in the Contract Form, or where appropriate, any person representing You if it appears to the Service Provider that such person acts with Your authority or permission.

“Extended Services Term” means a period equal to that of the Initial Services Term or as set out in the Contract Form.

“Force Majeure” means an event which occurs outside of SGC Security Services control.

“Incident Report” means a written statement prepared by SGC Security Services and supplied to the Customer or a telephone call to the customer by SGC Security Services.

“Initial Services Term” has the meaning given to it in the Contract Form.

“Nuclear Risks” means any Loss directly or indirectly caused by or contributed by or arising from ionising radiations or contamination caused by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel, or the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

“Contract Form” means the Customer Contract Form, which may be in a form provided by the Service Provider, or any additional Contract information agreed by the Parties in writing (including e-mail), accepted by the Service Provider to Contract the Service subject to the Agreement.

“Party” means us or you, and “Parties” means both of us and you.

“Personnel” means all employees, staff, officers, individual contractors, other workers, agents, and consultants, of the Service Provider, its Group and/or any sub-contractor who are engaged in the provision of the Services, from time to time.

“Location(s)” means the Customer’s premises at which or from where the Services are to be performed or conducted or to which the Services relate, as stipulated in the Contract.

“Regulatory Bodies” means in each applicable jurisdiction, those government departments and regulatory, statutory and other entities, committees and bodies which, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate, or influence the matters dealt with in the Agreement or any other affairs of the Service Provider and “Regulatory Body” will be construed accordingly;

“Relevant Incident” means an incident which occurs, has occurred or which may occur at the Location which is or appears to be or is likely to be an intrusion, unauthorised entry, fire, or incident which could or may endanger the security of the Location or unauthorised entry into the Location.

“Response Procedure” means the procedure adopted by SGC Security Services to a relevant event and as detailed in the Assignment Instructions.

“Service(s)” means the service(s) defined in the relevant Contract Form and additionally set out in any Service Specific Terms; “Services Start Date” means the date on which we are to

commence the provision of the Services, as stipulated in the Contract Form or, if earlier, the date the Services are first provided to the Customer at its request;

“Service Provider” means SGC Holdings Limited and its associated training companies trading as SGC Security Services and SGC Training Services.

“Services Term” means duration of our provision of the Services under this Agreement, commencing on the Services Start Date, being the Initial Services Term and any Extended Services Term.

“Your Data” means the data inputted by You, or the Service Provider on Your behalf for the purpose of using the Services or facilitating Your use of the Services.

2. AGREEMENT

2.1 The terms of this Agreement apply to the exclusion of any terms and conditions submitted, proposed, or stipulated by you in whatever form and at whatever time. These Terms and Conditions apply to all Services. This Agreement supersedes any other arrangements, contracts or understandings between the Parties relating to the Services.

2.2 The Contract Form shall be in the form that we require from time to time. This Agreement shall be legally formed, and the Parties shall be legally bound when we have received and signed the Contract Form that has been signed by an authorised signatory of you and submitted by you to us. Submission by us to you of the Contract Form shall be deemed to be an offer by us to provide Services (as specified in the Contract Form) to you, subject to the provisions of this Agreement, and your counter-signature on the Contract Form shall be considered acceptance of such offer, but the requirements for us to perform any of our obligations under this Agreement shall be conditional upon our receipt from you of any advance payment of Fees as required under this Agreement. If we never receive the signed Contract Form from you once we have sent it to you, we will take your continued instructions following our sending of the Contract Form to you (including acceptance of a SGC Security Services officer or equipment on site) as evidence of your acceptance of the terms of the Contract Form and therefore entry into this Agreement.

2.3 If you provide to us a purchase order for your receipt of Services other than as set out in clause 2.2, that purchase Contract (and any terms and conditions attached or referred to in it) shall be purely for your administrative purposes and shall not form part of this Agreement.

2.4 In the event of a conflict between these Terms and Conditions and the Contract Form, then the Contract Form shall prevail over these Terms and Conditions.

2.5 Each contract entered in respect of a Contract Form constitutes a separate agreement. There may be more than one agreement between the Parties in force at the same time as this Agreement.

2.6 SGC Security Services shall be entitled to regard any person entering a contract with SGC Security Services as having been authorised by the Customer to do so and so as to bind the Customer entirely.

3. TERM AND DURATION

3.1 Unless otherwise stated in the Contract Form, the contract shall take effect from the Services Start Date and shall remain in force for the Initial Services Term, and unless the Agreement is terminated in accordance with the terms of this Agreement, will continue automatically following the Initial Services Term for subsequent Extended Services Terms

until terminated by either Party giving to the other not less than one calendar month's prior written notice (or such notice specified in the Contract Form). In addition, you may terminate the Agreement:

- a) at any time after the Initial Services Term by giving SGC Security Services 90 days written notice; and
- b) at any time following a breach of this agreement, which has not been remedied by SGC Security Services within 30 days of being notified of such breach.

4. THE SERVICES

4.1 In consideration of the payment of the Charge as set out in the contract, SGC Security Services shall provide the Services specified in the Contract Form for and at the locations requested.

4.2 Whilst SGC Security Services will use reasonable skill and care in the provision of the Services in accordance with good industry practice, the Customer acknowledges, that we do not, and cannot, guarantee the security of the Location(s) and that nothing in this Agreement shall be interpreted as a warranty by us that we do so guarantee and accordingly, it is ultimately the responsibility of the Customer to ensure the Location is secure.

4.3 Except as specifically stipulated in this Agreement, we shall not be responsible for providing or achieving any particular results or outcomes or within a particular time.

4.4 SGC Security Services reserves the right to change and/or replace any SGC Security Services personnel or equipment assigned to the delivery of Service to the Customer at any time without notice.

4.5 Except where expressly stated in this Agreement, we exclude all conditions, warranties, terms, and obligations, whether express or implied by statute, common law or otherwise, to the fullest extent permitted by law in respect of the Services, that are not part of the contract.

4.6 SGC Security Services shall use all reasonable endeavours to identify a Relevant Incident and follow the response procedure following a necessary assessment by SGC Security Services in respect of the same. In the event that SGC Security Services should deviate from the response procedure SGC Security Services will not be liable for doing so particularly in the event that such deviation should not be successful or should subsequently be found by any third party or court of competent jurisdiction to be inappropriate or unlawful.

4.7 The Customer is responsible for ensuring that SGC Security Services has an accurate record of their nominated contacts to respond to and their nominated keyholder(s) contact telephone numbers. SGC Security Services shall be advised by the Customer of any change in identity of the nominated contacts or in their telephone number in writing.

4.8 The Customer shall use its best endeavours to ensure that SGC Security Services has full knowledge of the Customer's business premises, alarms, health & safety policies, site risk assessments as SGC Security Services require to adequately perform their obligations under this Agreement.

4.9 All risk in the premises and in all and any items, material, equipment, or personnel upon the same shall at all times be with the Customer and the Customer shall at all times be wholly responsible for the same.

4.10 The Customer shall take out and ensure that all appropriate insurance is in place and provide copies of the insurance cover if requested.

5. CUSTOMER OBLIGATIONS

5.1 You shall:

- a) ensure that the terms of the Contract Form, and any specification or instructions you provide to us for the Services, are complete and accurate.
- b) provide proper, adequate, safe, comfortable, and suitable environmental and operating conditions if we undertake any work at your Location.
- c) inform us in writing a reasonable time before the commencement of any Services of any regulations relevant to us when working at any Location under your control.
- d) be present and available at your Location at the required times to enable us to perform our obligations at the times we reasonably require under this Agreement.
- e) sign a confirmatory note upon any of the Services (in whole or in part) having taken place if we reasonably require you to do so.
- f) ensure that your employees, agents, and subcontractors fully co-operate with, and make themselves available at all reasonable times for discussion and meetings with, us and our employees, agents, and subcontractors and to enable us to promptly perform our obligations under this Agreement.
- g) promptly provide to us such data, information and assistance that will enable us to conduct fully, accurately, and promptly our obligations under this Agreement to the best of our ability.
- h) promptly comply with all of our reasonable requests in connection with this Agreement.
- i) undertake that during the period of this Agreement for a period one year after its termination, howsoever it is caused, you will not either on your own account nor jointly with, nor on behalf of any other person, directly or indirectly solicit, interfere with or endeavour to entice away from SGC Security Services any person who for the period of this Agreement was an employee of SGC Security Services with a view to that person becoming employed in any position at any time within that one year period;
- j) have all rights, permissions, and consents to enter into, and perform your obligations under, this Agreement; and
- k) comply with all applicable laws, statutes, regulations, and byelaws in relation to the exercise of your rights and performance of your obligations under this Agreement.

5.2 It is the Customer's responsibility to ensure that the Services are sufficient and suitable for your purposes and meet its individual requirements.

5.3 To facilitate the provision of the Services by SGC Security Services, the Customer shall at all times:

- a) notify SGC Security Services of the existence and location of all materials at the Location which are defined as hazardous by the Control of Substances Hazardous to Health Regulations 1994 or its successor for the time being and the Customer shall ensure that those parts of the

Location which SGC Security Service's employees may visit, in the Contract to carry out the Services, will constitute a safe place of work.

b) keep the Location safe and secure and be responsible for the safety and well-being of the Personnel in accordance with relevant laws (including the Health and Safety at Work Act 1974) and including the provision of first-aid facilities, fully operational lifesaving equipment and emergency procedures including fire alarms, means of fire escape (including signage), emergency lighting, fire extinguishers and fire sprinklers;

c) keep the alarms fully maintained and serviced and in full working Contract the Location and deliver to us keys or alarm codes or anything else required for access to the Location(s) together with written details and instructions in respect of anything which may be reasonably required by us for the proper performance of the Services at the Location(s);

d) provide and maintain in full working order such adequate lighting and other such security measures at the Location as shall reasonably be deemed necessary to enable SGC Security Services to adequately fulfil its obligations under this Agreement.

e) provide and maintain at your cost in accordance with relevant laws in full working order, a cabin/office/site at the Location for any static security officer with shelter, heat, light, electricity, access to toilet facilities, hot and drinking-water and such other utilities as we may reasonably require for our performance of the Services; and

f) provide a telephone landline at the Location for emergency use and instruct your telephone service provider to bar all premium rate and international numbers from any telephone line to which SGC Security Services personnel have access.

5.4 The Customer is responsible for ensuring that it promptly provides SGC Security Services with the information required to enable it to properly provide the Services. The Customer agrees that all such information disclosed to SGC Security Services is or will be true, accurate and not misleading in any material respect. SGC Security Services will rely on, and will not independently verify, the accuracy and completeness of any such information supplied by the Customer. The Customer shall be responsible for informing SGC Security Services of any changes to the information originally presented by it. SGC Security Services shall not be responsible or, subject to clause 9.1, have any Liability for any failure to provide the Services to the extent caused by the Customer's failure to properly ensure the provision of the relevant information.

5.5 The Customer acknowledges that should clause 5.3 (d) and 5.3 (e) not be adhered to, SGC Security Services personnel assigned to delivering the Services in the Location may need to leave the Location to seek such facilities or utilities required and thus SGC Security Services will not be responsible nor liable for the Services in the Location during this time. Furthermore, the Customer acknowledges that SGC Security Services shall not be responsible nor liable to pay You or any third party for any use of facilities (including but not limited to heat, light, electricity, water, telephony, and broadband/connectivity services) at the Location by SGC Security Services personnel.

6. CHARGES AND PAYMENT

6.1 The charges shall be paid by the Customer to SGC Security Services as per the Contract Form. Any additional services provided to the Customer by SGC Security Services will be subject to additional extra charges at the standard rates or as agreed.

6.2 All payments to SGC Security Services are due within 30 days of date of invoice and are payable without deductions, or any form of set off and are subject to the addition of value added tax at the current prevailing rate.

6.3 In the event of any overdue payment whatsoever SGC Security Services shall reserve the right to charge interest on any balance due at the additional rate of 8% over the Bank of England current base rate, the interest being calculated from the date the payment falls due until the date of payment in full, plus interest. The Customer shall reimburse SGC Security Services all costs and expenses incurred in the collection of any overdue amount. If the amount due remains unpaid for a further 7 days SGC Security Service's obligations shall immediately cease.

6.4 For the avoidance of doubt, should an agreement be made between the Parties that SGC Security Services will provide timesheets consistent with invoices, failure to provide such timesheets shall not under any circumstances give the Customer the right to withhold payment of any invoice amount at any time.

6.5 SGC Security Services at its sole discretion shall be entitled to increase the amount of the charge if the cost of wages, materials and other expenses increase or if the national Minimum Wage rate (or any equivalent, for example the Living Wage rate) is increased provided SGC Security Services provides at least one month's written notice the same will apply to any statutory law changes.

6.6 The sum payable in respect of any Services provided on Bank, Public, or statutory holidays shall be double the rates generally in force at the relevant time.

6.7 SGC Security Services requires 2 working days' notice from the Customer should the Customer want to make a change the schedule of works for all Services being provided to the Customer will incur if the Customer fails to provide the required notice. Such changes will form part of the contract.

6.8 If at any time during a Contract there is an increase in the direct labour cost to the Company in providing the Services resulting from an application of or variation in National Insurance contributions or other employment liabilities imposed on the Company by statute or other governmental regulation then the price may be increased pro rata to such increase with effect from the date one month after the date on which notice of it is given to the Customer by the Company.

6.9 In the event that during the term of this contract and for a period of twelve months after termination of this contract the Customer enters into a contract of/for service with:

(a) any person who was engaged at the premises in the provision of the Services (a "Person").

(b) any other employee of the Company (an "Employee"); or

(c) any other person, firm, or company (a "Contractor") for the provision by the Contractor of services equivalent to the Services where the Contractor employs in connection with the provision of such services any Person or Employee the Company shall have the right to charge and the Customer will be liable to pay to the Company a fee equal to 20% of the annual salary of the Person or Employee as at the date he/she ceases to work for the Company. For the purposes of calculating the annual salary of the Person or Employee the average weekly gross earnings of such Person or Employee (taking the average weekly gross earnings for the previous 12-week period) shall be multiplied by 52.

7. SUSPENSION AND TERMINATION

7.1 SGC Security Services may at its sole discretion suspend or terminate the Services and this Agreement in the event that the Customer should become or is likely to become insolvent or fail to meet its contracted 30-day payment of cleared funds for each invoice that have been raised for the services.

7.2 In the event of a material breach of this Agreement by SGC Security Services, SGC Security Services shall have 30 days to remedy the material breach and, in the event that such breach has not or cannot be remedied, the Customer may terminate this Agreement on the provision of not less than 30 days' written notice to SGC Security Services to be served not earlier than the end of the 30 day remedial. SGC Security Services can also in the event of material breach and, in the event that such breach has not or cannot be remedied, may terminate this Agreement.

8. FORCE MAJEURE

8.1 SGC Security Services shall be entitled, without liability on its part and without prejudice to its other rights, to terminate this Agreement or any unfulfilled part thereof, or, at its option to suspend or give partial performance under it, if performance by SGC Security Services or its suppliers is prevented, hindered or delayed whether directly or indirectly by any reason or cause whatsoever beyond SGC Security Service's reasonable control whether or not such cause existed on the date when this Agreement was made. Non-exhaustive illustrations include acts of God, war, riot, explosion, terrorism, abnormal weather conditions, vehicle breakdown, strike, lock-out, fire, flood, government action, shortage of material or labour, loss of electricity supply, etc.

9. WARRANTY AND LIABILITY

9.1 Neither Party excludes nor limits its Liability for:

- a) its fraud; or
- b) death or personal injury caused by its Breach of Duty; or
- c) any breach of the obligations implied by Section 12 of the Sale of Goods Act 1979 or Section 2 of the Supply of Goods and Services Act 1982; or
- d) any other Liability which cannot be excluded or limited by applicable law.

9.2 Subject to clause 9.1, SGC Security Services do not accept and hereby exclude any Liability for Breach of Duty other than any Liability arising pursuant to the terms of this Agreement.

9.3 Subject to clause 9.1, SGC Security Services shall not have any Liability in respect of any.

- a) indirect or consequential losses, damages, costs, or expenses.
- b) loss of actual or anticipated profits.
- c) loss of contracts.
- d) loss of use of money.
- e) loss of anticipated savings.
- f) loss of revenue.

- g) loss of goodwill.
- h) loss of reputation.
- i) loss of business.
- j) ex gratia payments.
- k) loss of operation time.
- l) loss of opportunity.
- m) loss caused by the diminution in value of any asset; or
- n) loss of, damage to, or corruption of, data.

whether or not such losses were reasonably foreseeable or SGC Security Services or its agents or contractors had been advised of the possibility of such losses being incurred. For the avoidance of doubt, clauses 9.3(b) to 9.3(n) (inclusive) of this clause 9.3 apply whether such losses are direct, indirect, consequential, or otherwise.

9.4 The Customer acknowledges and accepts that SGC Security Services only provides the Services to it on the express condition that SGC Security Services will not be responsible for, nor shall it have any Liability (subject to clause 9.1), directly or indirectly, for any act or omission of, the Customer or its employees, agents or subcontractors, or any third party.

9.5 SGC Security Services warrants only that it will perform the Services as detailed in this Agreement but gives no guarantee nor provides any warranty that in doing so, the Services will avert or prevent occurrences or the consequences thereof which the Services are designed or intended to detect, prevent or deter and SGC Security Services accepts no liability whatsoever in respect thereof, including but not limited to the occurrences or the consequences of any of the following non-exhaustive list of incidents: vandalism, acts of terrorism, theft or burglary, fire or arson, acts of God.

9.6 Whilst SGC Security Services undertakes at all times to use its reasonable endeavours to follow the response procedure and to detect/identify a Relevant Incident, it gives no guarantee nor provides any warranty that it can detect all intruders to the Location and/or other occurrences which could be deemed to be a Relevant Incident and accepts no Liability or responsibility whatsoever in respect of the same. For the avoidance doubt, the security and safety of the Location shall at all times shall remain with and the responsibility of the Customer.

9.7 Subject to clauses 9.1, 9.2, 9.3 and 9.4, SGC Security Service's liability (including without limitation liability for negligence) under this Agreement in respect of each individual claim shall be limited to the Charges paid to SGC Security Services by the Customer for the applicable Services to which the claim relates to during the three-month period preceding such claim or if such claim occurs within the one month, the first three-month period of the Services Term.

9.8 SGC Security Service's total aggregate Liability for all claims under this Agreement shall be limited to the value of the Charges paid to SGC Security Services by the Customer for a twelve-month period.

9.9 The Customer shall inform SGC Security Services of all and any claims arising under or in connection with this Agreement within seven days of the claim arising, failing which the Customer's claim shall be deemed to be invalid.

9.10 The Customer shall at all times indemnify SGC Security Services against all liabilities to other persons (including but not limited to the servants, agents and employees of the customer) for bodily injuries, damage to property, or other loss which may arise out of or in consequence of the service and against all costs, charges, and expenses that may be occasioned to the company by the claims for any such person or persons. The Customer shall not be bound to indemnify SGC Security Services against any such liability or claim detailed in this paragraph 9.10 if the injury, damage, or loss in question was caused by the wrongful act or omission of SGC Security Services.

9.11 The Customer shall indemnify SGC Security Services against all claims, actions, costs, expenses, or other liabilities whatsoever, arising out of any material breach of contract of contract or negligent or wilful act of omission by it in relation to this Agreement.

9.12 The Customer at all times undertakes to ensure that the Services, SGC Security Services and its employees, servants or agents, are insured at all times against all losses, including, but not limited to, damage, injury, theft, and fire and the customer shall ensure that all appropriate employers liability insurances as required from time to time are in full force and effect and shall cover SGC Security Services and its employees, servants or agents, whilst at the Location.

9.13 SGC Security Services cannot obtain unlimited insurance cover for its potential liability under contracts such as this. There are some risks against which SGC Security Services cannot insure. The Customer is better able to and should insure the property intended to be protected under this Agreement and against any consequential loss the Customer might suffer.

9.14 It is difficult to investigate claims unless they are received a short time after any event resulting in a claim is alleged to have occurred. Therefore, SGC Security Services, its employees or agents, shall not be liable to the Customer in any circumstances or to any extent whatever in respect of any claim unless notice of claim is received by SGC Security Services within six months of the discovery by the Customer, its employees or agents of the event alleged to give rise to any such liability or within six months of the time when the Customer ought reasonably to have discovered such event, whichever is the earlier.

9.15 For the avoidance of doubt, SGC Security Services shall not be liable in any way whatsoever for any consequence resulting from or in connection with any Nuclear Risks and Asbestos Risks.

10. INDEMNITY AGAINST CLAIMS FROM THIRD PARTIES

10.1 The Customer shall insure any property belonging to third parties (or insure against any liability for its loss) which is intended to be protected under this Agreement and/or obtain the agreement of such third parties to SGC Security Service's limitation of liability and consequently the Customer shall indemnify SGC Security Services as provided in clause 10.2.

10.2 The Customer shall indemnify SGC Security Services, its employees and agents against any claim whatsoever (and all costs incurred therein) made by any third party asserting any proprietary or possessory right or interest in any property in relation to which SGC Security Services provides any service under this Agreement or asserting that any duty of care is owed to it in the light of this Agreement which causes or which would otherwise cause the total

liability of SGC Security Services to the Customer and such third party to exceed its liability to the Customer as limited by this Agreement.

11. CONFIDENTIALITY

11.1 Each Party shall keep the other Party's Confidential Information confidential and shall not:

- a) use such Confidential Information except for the purpose of exercising or performing its rights and obligations under this Agreement; or
- b) disclose such Confidential Information in whole or in part to any third party, except as expressly permitted by this clause 11

Each Party shall use adequate procedures and security measures to protect the other Party's Confidential Information from inadvertent disclosure or release to unauthorised persons.

11.2 A Party may disclose the other Party's Confidential Information to those of its employees, agents and subcontractors who need to know such Confidential Information provided that:

- a) it informs such employees, agents, and subcontractors of the confidential nature of the Confidential Information before disclosure; and
- b) it does so subject to obligations equivalent to those set out in this clause 11.

11.3 A Party may disclose the Confidential Information of the other Party to the extent such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction provided that, to the extent it is legally permitted to do so, it gives the other Party as much notice of such disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this clause 11.3, it takes into account the reasonable requests of the other Party in relation to the content of such disclosure

11.4 The obligations of confidentiality in this clause 11 shall not extend to any matter which either Party can show:

- a) is in, or has become part of, the public domain other than as a result of a breach of the confidentiality obligations of this Agreement; or
- b) was independently developed by it; or
- c) was independently disclosed to it by a third party entitled to disclose the same; or
- d) was in its written records prior to receipt.

11.5 Each Party reserves all rights in its Confidential Information. No rights or obligations in respect of a Party's Confidential Information other than those expressly stated in this Agreement are granted to the other Party, or to be implied from this Agreement.

11.6 We may identify you as our Customer and the type of Services provided by us to you, provided that, in doing so, we shall not reveal any of your Confidential Information (without your prior written consent).

11.7 On termination of this Agreement, each Party shall upon reasonable request:

- a) return to the other Party all documents and materials (and any copies) containing, reflecting, incorporating, or based on the other Party's Confidential Information.
- b) erase all the other Party's Confidential Information from its computer systems (to the extent possible); and
- c) certify in writing to the other Party that it has complied with the requirements of this clause 11.7, provided that a recipient Party may retain documents and materials containing, reflecting, incorporating, or based on the other Party's Confidential Information to the extent required by law or any applicable governmental or regulatory authority.

11.8 The provisions of this clause 11 shall continue to apply after termination of this Agreement.

12. MARKETING AND DATA PROTECTION

Within this Clause, "Act" means the Data Protection Laws.

12.1. The Service Provider will only store, copy or use Your Data to the extent necessary to perform the Service Provider's obligations under the Agreement.

12.2. The Service Provider will follow archiving procedures for Your Data as set out in the Service Provider's Data Handling Policy.

12.3. In the event that Your Data is corrupted or lost or degraded so as to be unusable, as a result of the Service Provider or its Personnel, subject to existing liability caps (as detailed in the Agreement), Your sole and exclusive remedy will be for the Service Provider to use reasonable commercial endeavours to restore or procure the restoration of Your Data that is corrupted, lost or degraded so as to be useable as soon as reasonably practicable from the latest back-up of Your Data maintained by the Service Provider in accordance with the archiving procedure described in its Data Handling Policy.

12.4. The Service Provider will not be responsible for any loss, corruption, damage, alteration, or disclosure of Your Data caused by any third party (except its Personnel which are engaged by the Service Provider to perform services related to Your Data).

12.5. The Service Provider will in performing its obligations under the Agreement, comply with its Data Protection Policy.

12.6. In respect of any Personal Data that the Service Provider Processes on Your behalf when performing its obligations under the Agreement, You and the Service Provider hereby agree that You will be the Data Controller and the Service Provider will be a Data Processor and in any such case:

12.6.1. The Service Provider Will Process the Personal Data solely on Your documented instructions (including as set out in the Agreement), for the purposes of providing the Services.

12.6.2. The Service Provider will take all measures required by Article 32 of the GDPR to ensure the security of the Personal Data.

12.6.3. The Service Provider will take reasonable steps to ensure the reliability of its Personnel who may have access to the Personal Data, and their treatment of the Personal Data as Confidential Information.

12.6.4. The Service Provider will promptly, and in any case within five (5) Business Days, notify You of any communication from a Data Subject regarding the Processing of their Personal Data, or any other communication (including from a Regulatory Body) of which the Service Provider is aware, relating to either party's obligations under the Data Protection Laws in respect of the Personal Data;

12.6.5. The Service Provider will notify You without undue delay upon becoming aware of any Personal Data Breach.

12.6.6. The Service Provider will provide commercially reasonable assistance to You on request in relation to (i) any communication received under clause 12.6.4 and (ii) any Personal Data Breach, including by implementing appropriate technical and organisational measures.

12.6.7. You acknowledge and agree that the Service Provider is generally authorized to appoint third parties to Process the Personal Data ("Sub-Processor"), subject to notifying You about its Sub-Processors and otherwise meeting the conditions set out in Article 28 (2) and (4) of the GDPR.

12.6.8. The Service Provider will provide You, upon request, with all information reasonably required to demonstrate compliance with its obligations under this clause 12.6.9, including permitting you, on reasonable prior notice, and no more than on one occasion in any twenty-four (24) month period (except in the event of a Personal Data Breach), to inspect and audit the facilities used by the Service Provider to Process the Personal Data;

12.6.9. The Service Provider will cease Processing the Personal Data upon the termination or expiry of the Agreement and, upon Your request, either return to You (in accordance with clause 12.9) below or securely delete the Personal Data.

12.6.10. You will ensure that You are entitled to transfer the relevant Personal Data to the Service Provider so that the Service Provider may use, Process, and transfer the Personal Data in accordance with the Agreement and Applicable Law, on Your behalf; and

12.6.11. You will ensure that all relevant Data Subjects have been informed of, and, where required, have given their consent to, such use, Processing, and transfer as required by all applicable Data Protection Legislation.

12.7. The following table describes the Personal Data Processing activities performed by the Service Provider (in so far as the Service Provider is a Data Processor) on Your behalf:

Subject matter of processing and un processing of Personal Data and the Services provided under this Agreement.

Duration of processing for the duration of the Term and any subsequent Renewal Term

Purpose of processing Data processing shall only take place which is necessary to the performance of the contract between You and the Service Provider including the provision of Services, to provide support and maintenance for the lifetime of those Services, to provide security services including (but not limited to) security guarding, crowd safety, alarmed response, keyholding services, mobile patrols. CCTV monitoring and cleaning.

Type of personal data Names, contact details, addresses, service details specific to a Data Subject such a as mobile number. Categories of data subjects Your employees, workers, and contractors.

12.8. You acknowledge and agree that the Service Provider may from time to time monitor Your use of the Services and capture Your Data in relation to Your use of the Services, [including through the use of Google Analytics].

12.9. If on termination of the Agreement You require the Service Provider to return Your Data to You (including Your Data that resides on or within the Service Providers Software or the Service Providers systems), You will notify the Service Provider in writing and the Service Provider will use reasonable commercial endeavours to deliver to You, to the extent the Service Provider is able, the then most recent back-up of Your Data that is in the possession of the Service Provider, subject to You having paid all fees and charges outstanding at and resulting from termination (whether or not due at the date of termination) and You and the Service Provider agreeing the reimbursement of the Service Provider's costs and reasonable expenses in relation to the retrieval and return of Your Data.

13. TERMINATIONS ARISING OUT OF INSOLVENCY

13.1 In the event of any payment due by the Customer to SGC Security Services not being paid on the due date or in the event of the Customer becoming insolvent or bankrupt or a petition being presented or a resolution passed for the liquidation or sequestration of the Customer or a receiver, administrator, administrative receiver or judicial factor being appointed over all or any of the assets of the Customer or if any steps are taken in relation to any of the foregoing, or the Customer making any voluntary arrangements with its creditors generally, or if the Customer shall cease or threaten to cease trading or carrying on business, or if the Customer shall, without the prior written consent of SGC Security Services, sell or dispose of the whole or substantially the whole of its assets, or if SGC Security Services reasonably apprehends that any of the foregoing events is about to occur (and notifies the Customer accordingly), SGC Security Services shall be entitled to treat this Agreement of which these conditions form part and any other contract between SGC Security Services and the Customer as repudiated and shall be entitled to suspend the Services for the Customer on the giving of written notice thereof to the Customer without being liable for any form of loss.

14. MISCELLANEOUS

14.1 Any notices shall be served by one Party on the other as follows:

a) by way of registered post or recorded delivery to the other's last known address and shall be deemed to have been given 2 days after the date of posting, addressed to the designated person stated in the contract, in the absence of any designated person then addressed to the Chief Executive Officer.

b) by first class post to the other's last known address and shall be deemed to have been given 3 days after the date of posting: or

c) if by electronic mail, any communication shall be deemed to have been made on the working day on which the notice is first stored in the Party's electronic mailbox.

14.2 Each party shall notify the other in writing within 7 days of the detail of any change in the party's registered address.

14.3 You may not assign, transfer, charge or otherwise encumber, create any trust over, or deal in any manner with, this Agreement or any right, benefit or interest under it, nor transfer, novate or sub-contract any of your obligations under it, without our prior written consent (such consent not to be unreasonably withheld or delayed). SGC Security Services may at its sole discretion subcontract the performance of the contract in whole or in part.

14.4 If any provision of these terms and conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these terms and conditions and the remainder of the provision in question shall not be affected thereby.

14.5 This Agreement and these terms and conditions shall be governed by and construed in accordance with the law of England and Wales, and the parties submit to the jurisdiction of the English Courts in their entirety.

14.6 No amendment or variation to or modification of this Agreement including to any of the Services will apply unless it is agreed in writing by the Parties.

15. ENTIRE AGREEMENTS

15.1 Save as expressly provided in this Agreement, this Agreement shall operate to the entire exclusion of any other agreement, understanding or arrangement of any kind between the Parties preceding the date of this Agreement and in any way relating to the subject matter of this Agreement and to the exclusion of any representations not expressly stated in this Agreement except for any fraudulent misrepresentations or any misrepresentation as to a fundamental matter. Each of the Parties acknowledges that it has not entered into this Agreement based on any representation that is not expressly incorporated into this Agreement.

15.2 This Agreement constitutes the whole agreement and understanding of the Parties as to the subject matter of this Agreement and there are no provisions, terms, conditions, or obligations, whether oral or written, express or implied, other than those contained or referred to in this Agreement.

16. TECHNOLOGY HIRE & RENTAL (ELECTRONIC SECURITY SYSTEMS)

16.1 Scope. This section applies to the hire and rental of electronic security equipment (including, without limitation, cameras, detectors, sirens, and associated devices) supplied by SGC Security Services as part of the Services (“Technology Equipment”).

16.2 Weekly Rental Inclusions. Weekly rental charges include: (a) preparation and provision of Assignment Instructions (“AIs”); and (b) Risk Assessments & Method Statements (“RAMS”).

16.3 Callouts After Tampering. Any adjustments or re-alignment of cameras or Technology Equipment required following tampering by intruders will incur a call-out fee as per the quotation per attendance, per hour in addition to any replacement costs payable under clause 16.7.

16.4 Batteries. Batteries have an average life of 4-6 months under normal operating conditions. Battery replacements are included within the weekly rental charge.

16.5 Minimum Term & Early Removal. All Technology Equipment pricing is based on a minimum six (6) month rental. If the Customer requests removal before the minimum term is reached, the Customer must pay the remaining balance of rental charges for the unexpired portion of the minimum term.

16.6 Faulty Equipment. Technology Equipment found to be faulty due to no fault of the Customer will be repaired or replaced free of charge.

16.7 Break-In / Malicious Damage. (a) Where Technology Equipment is damaged during a break-in or through malicious acts by intruders or others, the cost of replacement and any associated call-out fees are chargeable to the Customer. (b) Exception: If a failure of the Technology Equipment or system supplied and maintained by SGC Security Services (and not caused by tampering, misuse, third-party interference, power/infrastructure failure outside SGC Security Services' control, or Customer breach) directly results in a break-in, then the replacement of damaged Technology Equipment will be free of charge.

16.8 Site Survey, Recommendations & Customer Variations. (a) Where SGC Security Services conducts a formal site survey and issues a proposal/quotation for an integrated electronic and physical security solution, any Customer decision to reduce, modify, deviate from or override the recommended system or deployment (including reducing coverage areas or manned guarding levels) is at the Customer's risk. (b) SGC Security Services accepts no liability for any breach, loss, incident, or vulnerability arising from reduced coverage or altered deployment implemented without SGC Security Services' written approval. (c) The Customer shall indemnify SGC Security Services against all claims, damages, costs, and losses arising from a failure to implement the full recommended security plan, including (without limitation) gaps in surveillance, monitoring, or guarding. (d) SGC Security Services may recommend a fully integrated wireless solar-powered security system to achieve comprehensive site protection. Should the Customer deviate from this recommendation or implement an alternative, SGC Security Services is fully indemnified from responsibility for vulnerabilities or failures resulting from such changes.

16.9 Recording & Monitoring Characteristics (CCTV/Analytics). (a) The CCTV/visual verification system provided is not designed for continuous 24/7 recording. It operates using AI-driven analytics and sensor-based triggers and will capture images/footage only upon activation of a defined event. (b) Access via the secure monitoring portal does not constitute a live 24-hour monitored service. The service is activation-based; recordings and alerts are generated only when specific triggers are detected. (c) This approach is intended to enable efficient data management and focused incident response and forms part of the agreed Service characteristics.

16.10 Technical Specifications (for guidance). (a) Motion Detection (Detectors): Passive Infrared (PIR) sensors and signal analysis track thermal signatures across the monitored area. On detection, an alarm is generated, and the camera is activated. Detectors are battery-powered and trigger on motion/tamper or at pre-configured schedules set by SGC Security Services to meet Customer requirements. (b) Camera Modules: Day (colour) and night (monochrome) imaging with infrared illumination for low-light conditions. Cameras store full-size raw images locally; smaller JPEG images are uploaded to the command centre server for verification and audit. (c) Siren 2.0: Audible/visual alarm device triggered by defined events configured in the cloud platform, or manually by an authorised operator to announce an alarm condition within the monitored area.

16.11 Consistency with Charges & VAT. Charges in this section are subject to the charging, invoicing, VAT, and overdue payment provisions set out in clause 6 (Charges and Payment) of this Agreement.

17. ENTIRE AGREEMENTS

17.1 Save as expressly provided in this Agreement, this Agreement shall operate to the entire exclusion of any other agreement, understanding or arrangement of any kind between the Parties preceding the date of this Agreement and in any way relating to the subject matter of this Agreement and to the exclusion of any representations not expressly stated in this Agreement except for any fraudulent misrepresentations or any misrepresentation as to a fundamental matter. Each of the Parties acknowledges that it has not entered into this Agreement based on any representation that is not expressly incorporated into this Agreement.

17.2 This Agreement constitutes the whole agreement and understanding of the Parties as to the subject matter of this Agreement and there are no provisions, terms, conditions, or obligations, whether oral or written, express or implied, other than those contained or referred to in this Agreement.



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