AGREEMENT

This Agreement is made on the terms and conditions set out below.

THE PARTIES

(1) SECURIVISION LTD (CRN: 09765004) of First Floor, 1 Talbot Road, Old Trafford, Manchester, United Kingdom,

Agrees with:

(2) **AF Events Manchester Ltd**, A**Trust House C/O Isaacs, St James Business Park, 5 New Augustus Street, Bradford, West Yorkshire, United Kingdom, BD1 5LL** - **(**the "**Customer**"**)**

to carry out the services specified below under the terms of this Agreement and any associated Risk Assignment ("RA") and Assignment Instructions ("AI").

Note that instructions in the RA and AI may change from time to time with the mutual written approvals of the Parties regarding: THE MARQUEE, Collage Road, Whalley Range ,Manchester, M16 8BP **(**the"**Property Site**"**)**

Customer Details		
1.	Business/site phone number	[redacted]
2.	Business/site email	[redacted]
3.	Personal phone number	[redacted]
4.	Personal email	[redacted]
5.	Correspondence address *(if different from the property/site).*	

COMMENCEMENT AND DURATION

A. This Agreement shall commence on: **01/09/2025** being the date the Services are first supplied ("The Commencement Date"). The Agreement is for a minimum period of 12 Months and is terminable on the anniversary of its commencement date by giving 3 months written notice unless a longer or shorter period and or different notice is specified under clause A.1 below. In the event of termination without notice, a charge will be made equal to the amount due had the contractual terms been met for the remaining period of the contract.

A.1 The Agreement is for a minimum period of **18 Months** and is terminable by giving written notice.

SERVICES AND PAYMENT

B. The Services agreed are as follows:

B.1 The Company will not accept any liability for any loss, criminal damage to the Property, or anything stolen in or on the Property during the duration or after termination of this Agreement.

B.2 It is the responsibility of the Customer to ensure the Property is safe and secure Liability will only be undertaken by the Company where negligence is proven.

B.3 The Company's Security Personnel ("SP") will not access the Property if deemed unsafe.

B.4 All the Company's SP will have an SIA license approved to work on the Property.

B.5 Any other duties commensurate with the role are to be agreed in writing between the Company's management then written and or updated in the Company's RA and AI as the case may be.

B.6 The Property location, SP's duty, working days, and hours are to be written and updated when necessary in the AI. The Customer must notify the Company in writing of any time changes that may be required in the required security hours.

B.7 The Company will operate within the agreed Company's RA and AI. In addition to SP, the Company advice 24hour CCTV/Audio overage to minimise the risk of loss or damage on the Property.

B.8 The agreed rates and cost payable by the Customer to the Company are as follows:

1.	**Rate payable by the Customer for each SP.**	£ 14.00	Per hour |*Double hourly rate for public holidays.*
2.	**Installation of cameras / monitors.**	£	
3.	**Monitoring and response.**	£	Per month |
4.	**Less than 5hr shift**	£17.00	

B.9 Payment is to be made on the due date on the invoice unless written terms are expressly agreed by the Company. Payments are subject to penalties, and also subject to the Late Payment of Commercial Debts (Interest) Act 1998.

Signed for and on behalf of the Company: **Print name: Noor Wahid** **Position: Manager** **Date:01/09/2025**	**Signed for and on behalf of the Customer by:** **Print name: Mr Shakoor Ahmed / Asghar Ali** **Position: Director** **Date**:

The Company's standard Terms & Conditions are attached.

NOTICE TO CUSTOMER SIGNATORY

By the terms and conditions of this Agreement, the Company and its SP are not to be held liable at all for the certain losses and damage and if they are to be liable, the amount of liability is in all cases limited to the insurance cover the Company has in place at the time stated herein under Clause 10 and its respective sub clauses and it is the Customer's responsibility to ensure and satisfy itself without exception before signing this Agreement that the Company has adequate insurance cover and also ensures the adequacy of its own insurance cover in any areas in which liability and fault are not clearly accepted by the Company or covered by the Company's insurance.

1. **DEFINITIONS**

In this Agreement and unless the context otherwise requires the following expressions shall have the following respective meanings and words in the singular shall include the plural and vice versa.

"Additional Services"	Any Services whether or not of a similar nature to those described in this Agreement provided for the Customer by the Company in addition to those services described in this Agreement.
"Agreement"	The Agreement set out in this document, with any associated documents listed in Schedule 1**,** or (where relevant) any part thereof.
"Agreement Period"	The period from the Commencement Date until termination of this Agreement for whatever reason.
"Assignment Instructions"	Assignment Instructions ("AI") is the document listed under Schedule 1 forming part of this Agreement that contains information for stand-alone personnel or team members to be able to properly carry out their roles and all subsequent written (but not oral) amendments thereto from time to time agreed by the Customer and the Company and signed on behalf of each of them.
"Basic Hourly Rate"	The Hourly Rate specified in B.8.1 and any sum which may replace the same as a result of the Service Charge being varied in accordance with Clause 5.
"CCTV"	Closed-circuit television, on site or remote monitoring of the Property.
"Company"	The organisation providing the security services.
"Customer"	The person, organisation, owner-occupier that has possession or control of the Property receiving the security services.
"Installation"	The Installation of cameras and or monitors.
"Monitoring"	The Customer's CCTV network and feed will be remotely monitored by the Company 24 hours a day.
"Prohibited Period"	The whole of the Agreement Period and the period of six months thereafter.
"Property"	Immovable, movable property or site.
"Risk Assessment"	Risk Assessment ("RA") is the document listed in Schedule 1 to this Agreement that details amongst other things identified hazards, control measures, people at risk on the Customer's Property, and the Company's security recommendations.
"Service Charge"	The charges specified in provisions of Clause 5.
"Security Personnel"	The security personnel, management, servants, and agents of the Company ("SP") engaged in the provision of the Services in accordance with this Agreement.
"Services"	All or any of the security or other services provided for the Customer by the Company described in this Agreement and all or any Additional Services.
"Service Shift"	Any period of twelve (12) hours or as indicated in the AI.
"Schedule"	Attached list of associated documents material to and forming part of this Agreement.
"Statutory Holidays"	Any Bank, public, common law, or other statutory holidays in the United Kingdom.

References to Clauses and Sub-Clauses are references to Clauses and Sub-Clauses of this document.

2. **THE SERVICE**

2.1 Subject to the Customer fully complying with its obligations hereunder, the Company undertakes to provide the Services to the Customer at the Property on the terms and conditions set out in this Agreement.

2.2 Any SP supplied hereunder will be supervised by a senior officer of the Company who will make checking visits to the Property from time to time as and when the Company considers necessary.

2.3 Where requested by the Customer and stipulated in the AI a daily occurrence book will be maintained by the SP who will note in that record all matters which appear to affect the security of the Customer's Property. The daily occurrence book will at all times remain the property of the Company but shall be available for examination by the Customer.

2.4 If reference is made in the AI to a key receipt, SP will at all times safeguard the keys entrusted to the Company for the purpose of performing the Services and a key receipt will be issued by the Company to the Customer or the Customer's authorised representative.

2.5 In the event of any form of industrial action affecting the Property or the Customer's employees, the Company shall not be obliged to perform any duties or functions previously performed by the Customer or any other person's employees involved in the industrial action but shall subject as aforesaid continue to perform the Services to the extent possible in the circumstances.

2.6 The Company shall not be obliged to perform the Services or any part of them where such performance would expose the Company's SP to any undue risk or physical injury.

2.7 It is hereby agreed and declared that under no circumstances whatsoever shall any SP supplied hereunder be authorised (whether ancillary to his authorised duties or incidental to his employment or otherwise) by the Company or the Customer to use, drive or move any motor vehicle belonging to, or in custody, care or control of the Customer, or howsoever on the Property unless such vehicle shall be owned by the Company and the SP concerned and is expressly authorised by the Company to use, drive or move that vehicle.

The Customer acknowledges:

(a) that whereas the Company undertakes to provide the Services in accordance with this Agreement the Company does not nor cannot guarantee the security of the Customer's Property;

(b) that the essential nature of the Services is that of providing manned or CCTV or other security service at the Property to reduce the risk of loss, damage or injury to the Customer's Property through trespass, theft, flooding or fire;

(c) that whereas the Company may agree to undertake ancillary duties unrelated to agreed security services the Company or its SP do not hold themselves out to be an expert or specialist in such fields;

(d) that whereas the Company has inspected that the Property is sufficient for 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;

(e) that as a security contractor it is neither reasonable nor practical nor expected for the Company to know the value of the Customer's Property and or any potential consequential losses which might arise from any loss or damage to the Customer's Property;

(f) that the Company is not an insurance company and that, probably, the value of the Customer's Property or any potential losses are likely to be disproportionate to the amounts which the Company can reasonably charge under this Agreement, notwithstanding that the limit of the Company's insurance cover is provided for herein under Clause 10 and its respective sub clauses.

(g) that the Company is unable to obtain insurance providing unlimited cover for its full potential liability to its Customer and that such insurance as is available to the Company is more expensive than insurance cover available to the Customer to cover loss or damage to the Customer's own Property or of loss arising therefrom, which insurance cover the Customer should or ought reasonably to maintain in any event;

(h) that the Customer has adequate insurance to cover any claims that a third party may bring against the Company and for which it is obliged to indemnify the Company in accordance with Clause(s) 4.1;

(i) that in accordance with the foregoing when requested by the Customer the Company will disclose and provide proof of the extent of the Company's insurance cover as stated in Clause 10.1(c) herein.

3. PROVISION OF FACILITIES

The Customer will at all times provide and maintain such facilities at the Property as the Company may reasonably require to carry out the performance of the Services which facilities shall (without prejudice to the generality of this provision) include electricity supply to the Company's or Customer's equipment, including any CCTV or related equipment, adequate heating, lighting, weather-proof guard bases, toilet facilities and the use of a telephone in connection with the provision of the Services.

4. THE PROPERTY

4.1 The Customer hereby represents, warrants and guarantees that they have a legal right or are lawfully authorised to enter into this Agreement concerning the Property and that the Property is safe for the Company to carry out the Services and the Customer will indemnify and keep indemnified the Company against any costs, claims, losses, damages or expenses it may incur or suffer in connection with any loss or damage to property belonging to the Company, its SP or subcontractors or any physical injury suffered by any of such persons arising, in each case, from the unsafe state of the Property or anything

situated thereon belonging to or under the control of the Customer and the Customer will effect its own adequate insurance cover with reputable insurers at the Customer's own expense for any liability that may occur.

4.2 The Customer hereby agrees and undertakes to liaise closely with the Company's management over matters affecting the security of the Property thereat and to promptly inform the Company's management of any material changes after the Commencement Date affecting the security of the Property thereat 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, detection systems and reporting procedures at the Property.

5. **SERVICE CHARGE**

5.1 If at any time during the Agreement Period 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, Governmental regulation or a change in the law then the Service Charge may be increased pro-rata to such increase with effect from the date twenty-eight (28) days after the date on which notice if it is given to the Customer by the Company.

5.2 The Company may increase the Service Charge at any time after the anniversary of the Commencement Date by giving notice to the Customer of such increase which shall apply after twenty-eight (28) days unless the Customer shall terminate this Agreement in accordance with its terms.

5.3 If any payment to be paid by the Customer to the Company under this Agreement (in whole or in part) is unpaid for seven (7) days after it has become due the Company may at any time thereafter give to the Customer seven (7) days written notice to terminate this Agreement and unless such overdue sum is paid before the expiration of such notice period the Company shall, without 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 Customer to the Company.

5.4 Without prejudice to Clause B.9 above the Company shall have the option to charge interest at the rate of 4 per cent per annum over the base lending rate for the time being of HSBC on all overdue sums owed by the Customer to the Company such interest to accrue from day to day from the date when payment shall become due until the date when payment shall be made whether before or after any judgment.

6. ADDITIONAL SERVICE

6.1 Additional Services provided at the Customer's request will in any event, in the absence of an express written agreement to the contrary, be subject to the terms and conditions of this Agreement.

6.2 Notwithstanding the provisions of clause 6.1 above the Customer will give the Company written instructions of any required Additional Services to be performed by the Company, the performance of which shall be subject to the Company's Additional Charges.

6.3 Whilst the Company will endeavor to comply with any request for Additional Services from the Customer, the Customer acknowledges that the Company's ability to do so will be governed by the availability, capacity, and suitably of SP and the extent of the advance notification given by the Customer. The Company reserves the right to refuse to perform any Additional Services.

7. COMPANY'S EQUIPMENT

7.1 Upon termination of this Agreement for whatever reason the Company shall upon giving reasonable notice to the Customer be permitted to remove all or any of its apparatus, equipment, and warning signs which may have been placed by it upon the Property and the Customer hereby grants permission to the Company to enter the Property with or without workmen or other necessary persons and to carry out such removal.

7.2 The Company undertakes to make good any damage (other than to decorations) occasioned to the Property by it, its SP or sub-contractors in the course of such removal.

8. SUSPENSION OF SERVICES

In the event of any strike, lock-out, enemy action, hostilities, riot, civil commotion, public demonstration, sit-in, terrorist act, adverse weather conditions or any other circumstances, (whether or not of a similar nature to any of the foregoing) beyond the reasonable control of the Company which causes or is likely to cause the cessation or substantial interference

with the performance of the Services or the ability of the Company to perform the same, upon service of a notice of suspension by the Company on the Customer the obligation of the Company to perform the Services shall be suspended forthwith until the Company serves notice on the Customer that such circumstances have ceased and the Customer shall not be liable to make payments under this Agreement in respect of the period of such suspension. In circumstances where formal notice is impracticable, the Company shall use its reasonable endeavours to notify the Customer of the suspension as soon as practicable by whatever means.

9. TERMINATION

Without prejudice to the above provisions paragraph A and Sub-clause 5.3, this Agreement may be terminated by either party forthwith on giving a 28-day notice to the other if the other party is adjudged bankrupt or shall go into liquidation (other than for 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 encumbrance takes possession over all or any of his or its assets or shall make any arrangement or composition for the benefit of any of his or its creditors.

10. LIABILITY AND INSURANCE

10.1 Liability of the Company to the Customer howsoever arising in respect of any loss or damage whatsoever (other than liability for personal injury 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 be limited by the following provisions which are without prejudice to each other and other provisions of this Agreement;

(a) The Company shall have no liability whatsoever for any death, injury, loss or damage arising from the use of any motor vehicle belonging to or in the custody, care or control of the Customer whether the motor vehicle(s) in question is used or driven by a SP, or employee of the Company or some other person and the Customer shall hold the Company harmless in respect of any such death, injury, loss or damage;

(b) The Company shall have no liability for any loss of profit or other indirect or economic or consequential loss howsoever caused;

(c) Liability of the Company in respect of all or any loss of or damage to the Property arising out of or by reason of any act or default of the Company or its SP or sub-contractors shall not exceed the amount of risk or liability covered at any material time under the Company's insurance or any other liability in respect of all or any incidents howsoever arising;

(d) Liability of the Company in respect of all or any losses whatsoever suffered by the Customer by reason of any acts of fraud, embezzlement or dishonesty on the part of any SP or sub-contractor of the Company shall not exceed the amount of risk or liability covered at any material time under the Company's insurance;

(e) Liability of the Company in respect of replacement of locks, keys, or card-keys arising from the loss or misplacement of keys of the Customer shall not exceed the amount of risk or liability covered at any material time under the Company's insurance;

(f) The Company shall have no liability whatsoever in respect of any losses suffered by the Customer arising from loss or misplacement of keys or card-keys in respect of which no key receipt has been issued to the Customer by the Company or its authorized representative.

(g) The Company shall have no liability whatsoever in respect of loss or damage to the Property due to power cuts, damage to CCTV equipment or the malfunction of any equipment.

(h) The Customer shall not be entitled to make any claim against the Company or its SP 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 twenty-eight (28) days of the date on which the Customer becomes or ought reasonably to have become aware of the occurrence of such event.

(i) The Company shall have no liability to the Customer in respect of any loss or damage caused by the injurious act or default of its SP unless such act or default could have been foreseen and avoided by the exercise of due diligence on the part of the Company. Where such injurious act or default should have been foreseen and avoided by the Company, liability shall not exceed the amount of risk or liability covered at any material time under the Company's insurance.

10.2 The Customer 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 of the charge made for the Services.

10.3 The Customer shall for all purposes be treated by the Company and its SP as the sole beneficial owner of the Property and all of the contents or things thereon whether buildings or chattels and the Customer hereby represents, warrants, guarantees, agrees and undertakes to indemnify and keep indemnified the Company against any costs, claims, losses or damages

(whether arising out of any negligence, breach of duty or other wrongful act or omission or otherwise howsoever) brought or claimed against the Company by third parties asserting any proprietary or possessory right or interest in such Property or asserting that any duty of care is owed by the Company to any third parties and that in consequence of some act or omission of the Company any third parties have suffered loss or in any other way arising out of the Company's performance or purported or actual failure to perform the Services which in total exceeds the liability to the Customer (whether or not the Customer's liability to any such third parties is limited by contract statute or otherwise).

10.4 If any SP or sub-contractor of the Company, acting upon the instructions of the Customer or any of its officers, employees, agents or sub-contractors, shall take any action which is outside the scope of the Services or which requires the Services to be performed other than under this Agreement, the Company shall have no liability to the Customer for any loss, damage or injury it may incur or suffer as a result of such act or omission and the Customer shall indemnify the Company against all or any costs, claims, proceedings, demands, losses, damages or expenses it may incur or suffer as a result of such act or omission.

10.5 The Customer shall not make any claim against any of the Company's SP for a greater amount than it could claim from the Company in accordance with the provisions of the Agreement.

10.6 The Company hereby warrants that it has in force and will maintain during the Agreement Period Employers Liability Insurance and Personal Accident Insurance in respect of its SP.

11. PROTECTION OF THE COMPANY'S INTERESTS

11.1 The Customer shall not directly or indirectly procure, solicit or entice away the Company's associates as defined in Section 435 of the Insolvency Act 1986, without consent of the Company during the Prohibited Period in connection with the Provision of the Services or where engaged by the Customer or its associates in a similar capacity.

11.2 If the Customer shall commit any breach of its obligations under Sub-clause 11.1 it shall pay to the Company a sum equal to 20 percent of the amount of the relevant person's annualised gross earnings paid by the Company immediately preceding the termination of his employment or other arrangements with the Company.

12. VARIATIONS

No variation, extension, exclusion or cancellation of this Agreement shall be binding (unless terminated in accordance with these terms) until it is confirmed in writing under the hand of a Director of the Company.

13. TELEPHONE COMMUNICATIONS

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

14. NOTICES

Any notice made under this Agreement shall be in writing and shall be sent by hand or by first-class mail to the Customer at the address appearing at the head of this Agreement and to the Company at the address appearing in the box below (or such other address as shall be notified in writing and, if by mail, shall be deemed to have been given on the second day (excluding Saturdays, Sundays and Statutory Holidays) after despatch.

15. SEVERANCE

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.

16. SET-OFF

The Customer shall not be entitled to withhold payment of monies due under this Agreement because of any claim or counterclaim it may have or alleged against the Company or otherwise, other than by way of set-off of any debt or other liquidated sum owed by the Company to the Customer.

17. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the Company and the Customer 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 Customer 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 12 hereof.

18. HEADINGS

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

19. LAW AND JURISDICTION

This Agreement (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the laws of England and Wales.

Any dispute, controversy, proceedings or claim between the Parties relating to this Agreement (including any non-contractual matters and obligations arising therefrom or associated therewith) shall fall within the exclusive jurisdiction of the courts of England and Wales.

SCHEDULE 1

1. Risk Assignment.

2. Assignment Instructions.

COMPANY CORRESPONDENCE ADDRESS



Securivision Ltd
First Floor, 1 Talbot Road,
Old Trafford,
Manchester,
United Kingdom,
M16 0QN.