

TERMS AND CONDITIONS FOR TECHNICAL SURVEILLANCE COUNTERMEASURES (TSCM) SERVICES

1. DEFINITIONS AND INTERPRETATION

- 1.1 In this Agreement, unless the context otherwise requires, the following expressions have the following meanings:
- “we”, “our”, “us” means Security Drivers International Limited;
- “Client”, “you” means the person who accepts a quotation or offer for the provision of Services to be provided by us;
- “Business Day” means, any day (other than Saturday or Sunday) on which ordinary banks are open for their full range of normal business in the UK;
- “Commencement Date” means the date upon which we formally accept your instructions in writing;
- “Confidential Information” means, in relation to either Party, information which is disclosed to that Party by the other Party pursuant to or in connection with this Agreement (whether orally or in writing or any other medium, and whether or not the information is expressly stated to be confidential or marked as such);
- “Services” means the bespoke TSCM Services to be provided by us, which may include sweeping an area or vehicle to seek out and remove any unwanted electronic surveillance devices;
- “Term” means the period of the Agreement between us;
- “Terms” means these terms and conditions;
- “GDPR” means The General Data Protection Regulation (GDPR) (Regulation (EU) 2016/679) and the prevailing English legislation pursuant thereto.
- 1.2 Unless the context otherwise requires, each reference in this Agreement to:
- (a) “writing”, and any similar expression, includes a reference to any communication effected by electronic or facsimile transmission or similar means;
 - (b) a statute or a provision of a statute is a reference to that statute or provision as amended or re- enacted at the relevant time;
 - (c) “this Agreement” is a reference to these Terms as amended or supplemented at the relevant time;
 - (d) a Clause or paragraph is a reference to a Clause of this Agreement.
 - (e) a “Party” or the “Parties” refer to the parties to this Agreement.
- 1.3 The headings used in this Agreement are for convenience only and shall have no effect upon the interpretation of this Agreement.
- 1.4 Words imparting the singular number shall include the plural and vice versa.
- 1.5 References to any gender shall include the other gender.
- 1.6 References to persons shall include companies.

2. COMMUNICATION

- 2.1. We shall communicate with such of your officers, staff and other advisors as appears to us to be appropriate. If, however you have any specific security requirements relating to the communication of information to you or your company (as the case may be) then please advise us.
- 2.2. Instructions given by the Client to us shall be in writing or, if given orally, shall be confirmed by the Client in writing not more than two Business Days after the order is given.

3. LIABILITY

The Services we provide to you, which shall include any information or advice given to you, are based solely on the information you have given to us and do not constitute advice to any third party to whom you may communicate any such advice.

4. RIGHTS OF THIRD PARTIES

- 4.1. Our duties are owed only to the individual/company whose instructions we are acting upon and we disclaim any liability to any other persons regardless of whether the Client instructs us on behalf of another.
- 4.2. These Terms are intended to be enforceable solely by the contracting parties herein.
- 4.3. We do not accept any liability for services or information provided by any third parties instructed by us on the Client's behalf in respect of the relevant Services unless there is prior agreement in writing.

5. PROVISION OF SERVICES

- 5.1. With effect from the Commencement Date, we shall, throughout the course of the instructions, provide the Services to the Client as agreed within the Client's original instructions.
- 5.2. We shall provide the Services with reasonable skill and care, commensurate with prevailing standards in the TSCM services sector.
- 5.3. We shall act in accordance with all reasonable instructions given to us by the Client provided that such instructions are lawful.
- 5.4. We shall be responsible for ensuring that the Services comply with all statutes, regulations, by-laws, standards, codes of conduct and any other rules relevant to their provision.
- 5.5. We reserve the right to amend or supplement these Terms by providing notice in writing.

6. CLIENT'S OBLIGATIONS REGARDING THE SERVICES

- 6.1. The Client shall use all reasonable endeavours to provide all pertinent information in their lawful instructions to us that are necessary for us to provide the Services.
- 6.2. The Client may, from time to time, issue reasonable lawful instructions to us in relation to our provision of the Services, only insofar as they meet the specifications of the service offered by us.
- 6.3. In the event that we require the decision, approval, consent or any other communication from the Client in order to continue with the provision of the Services or any part thereof at any time, the Client shall provide the same in a reasonable and timely manner.
- 6.4. If any consents, licences or other permissions are needed from any third parties, it shall be the Client's responsibility to obtain the same in advance of the provision of the Services (or the relevant part thereof) unless otherwise specifically agreed.
- 6.5. If the nature of the Services requires that we have access to the Client's premises or any other location or vehicle, access to which is lawfully controlled by the Client, the Client shall ensure we have access to the same at the times to be agreed between us and the Client as required.
- 6.6. Any delay in the provision of the Services resulting from the Client's failure or delay in complying with any of the provisions of this Clause 6 shall not be our responsibility or fault.

7. FEES, PAYMENTS AND RECORDS

- 7.1. The cost of the Services shall be indicative of the extent of work undertaken and it is normal procedure for us to provide an estimate or quotation in each instance along with details of our payment terms. If there are any changes in the Client's instructions or in the circumstances of the matter at any time these shall be reflected in an amended estimate or quotation, which shall be provided to the Client at the earliest opportunity. In the event that we are unable to provide an estimate or quotation, we shall keep the Client informed of the work in progress on a periodic basis or otherwise upon the Client's request.
- 7.2. Where it is necessary to instruct a third party on behalf of the Client, we will do so as the Client's agent and the Client shall be responsible for payment of the third parties' fees.

- 7.3. We may ask for funds on account to cover initial fees and disbursements and settlement of third parties' fees. Any request for any such monies shall not be an estimate or a cap on any fee and unless payment was made for a specified purpose, may be used to meet fees when invoiced to the Client.
- 7.4. An invoice, or receipted invoice, will be rendered at the conclusion of a matter. We reserve the right to render interim invoices during the course of the Services provided. Any particular billing requirements of the Client should be notified to us prior to the Services commencing.
- 7.5. Bills are payable in accordance with our Payment Terms, which shall be outlined to you in accordance with Clause 7.1 and we reserve the right to charge interest at 5% above the underlying base rate and other charges in relation to late payment and/or debt recovery.

8. CONFIDENTIALITY

- 8.1. Each Party undertakes that, except as authorised in writing by the other Party, it shall, at all times during the continuance of this Agreement and in perpetuity after its termination or expiration:
 - (a) keep confidential all Confidential Information;
 - (b) not disclose any Confidential Information to any other party unless agreed in advance or as required by law, or in response to an order of a Court of competent jurisdiction;
 - (c) not use any Confidential Information for any purpose other than as contemplated by and subject to the terms of this Agreement;
 - (d) not make any copies of, record in any way or part with possession of any Confidential Information; and
 - (e) ensure that none of its directors, officers, employees, agents, sub-contractors or advisers does any act which, if done by that Party, would be a breach of the provisions of sub-Clauses 8.1 (a) to 8.1 (e) above.
- 8.2. The provisions of this Clause 8 shall continue in force in accordance with its terms indefinitely, notwithstanding the termination of this Agreement for any reason.

9. PERSONAL DATA

- 9.1. Instructions are accepted on the basis that our Services are conducted under the direction of the Client and as such, we shall be deemed to be the Data Processor and the Client shall be deemed the Data Controller, as each of those terms is defined under the GDPR. The handling of personal data will be in accordance with the Client's instructions and directions.
- 9.2. We will, if so instructed, offer to the Client assistance should a data subject formally serve upon the Client a subject access request. Any subject access request served on us directly will be referred to the Client promptly upon receipt.

10. LIMITATION OF LIABILITY

- 10.1. This Clause 10 sets out the entire financial liability of the Parties (including that for the acts or omissions of their employees, agents or subcontractors) to each other for any breach of this Agreement, any use made by the Client of the Services and any representation, statement or tortious act or omission (including, but not limited to, negligence and breach of statutory duty) arising out of or in connection with this Agreement, save that nothing in this Clause 10 shall exclude or limit the liability of either Party for death or personal injury caused by their own negligence.
- 10.2. Neither Party shall be liable to the other, whether in contract, tort (including negligence), restitution, or for breach of statutory duty or misrepresentation for any loss of profit, loss of goodwill, loss of business opportunity, loss of anticipated saving, loss or corruption of any data or information, or any special, indirect or consequential damage or loss that may be suffered by the other Party that arises out of or in connection with this Agreement.
- 10.3. Without prejudice to the other provisions of this Clause 10, our total liability arising out of or in connection with this Agreement (whether in contract, tort (including negligence), restitution, for breach of statutory duty or misrepresentation or otherwise) shall be limited to the value of the Services in respect of any and all acts or omissions.

11. FORCE MAJEURE

- 11.1. No Party to this Agreement shall be liable for any failure or delay in performing their obligations where such failure or delay results from any cause that is beyond the reasonable control of that Party. Such causes include, but are not limited to power failure, internet service provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond the reasonable control of the Party in question.
- 11.2. In the event that a Party to this Agreement cannot perform their obligations hereunder as a result of force majeure for a continuous period of 4 weeks, the other Party may at its discretion terminate this Agreement by written notice at the end of that period. In the event of such termination, the Parties shall agree upon a fair and reasonable payment for any and all Services provided up to the date of termination.

12. TERM, TERMINATION & SUB-CONTRACTING

- 12.1. This Agreement shall enter into force on the Commencement Date and shall continue until the performance of the Services has been completed, subject to earlier termination pursuant to this Clause 12.
- 12.2. We may outsource or subcontract all or part of the Services to a sub-contractor and you acknowledge that you agree to us doing so.
- 12.3. We reserve the right to conduct due diligence regarding the Client and the Client's instructions prior to the commencement of the Services, which may require proof of the Client's identity, amongst other matters.
- 12.4. We reserve the right to terminate the provision of the Services to the Client by providing written notice delivered to the Client's address or by email. The Client may also terminate their instructions to us on any matter at any time by providing us with written notification. Notwithstanding any termination by either Party, the Client agrees to pay any outstanding fees and costs incurred up to the date of termination and/or any fee previously agreed with us in writing.

13. EFFECTS OF TERMINATION

- 13.1. Upon the termination of this Agreement for any reason:
 - (a) any sum owing by either Party to the other under any of the provisions of this Agreement shall become immediately due and payable;
 - (b) all Clauses which, either expressly or by their nature, relate to the period after the expiry or termination of this Agreement shall remain In full force and effect;
 - (c) termination shall not affect or prejudice any right to damages or other remedy which the terminating Party may have in respect of the event giving rise to the termination or any other right to damages or other remedy which any Party may have in respect of any breach of this Agreement which existed at or before the date of termination.
- 13.2. subject as provided in this Clause 13 and except in respect of any accrued rights:
 - (a) neither Party shall be under any further obligation to the other; and
 - (b) each Party shall (except to the extent referred to in Clause 8) immediately cease to use, either directly or indirectly, any Confidential Information, and shall immediately return to the other Party any documents in its possession or control which contain or record any Confidential Information upon request of the other Party.

14. NO WAIVER

No failure or delay by either Party in exercising any of its rights under this Agreement shall be deemed to be a waiver of that right, and no waiver by either Party of a breach of any provision of this Agreement shall be deemed to be a waiver of any subsequent breach of the same or any other provision.

15. FURTHER ASSURANCE

- 15.1. Each Party shall execute and do all such further deeds, documents and things as may be necessary to carry the provisions of this Agreement into full force and effect.
- 15.2. From time to time we may wish to issue publicity about our Services which may include details of previous cases or case scenarios; we shall make no specific references to the Client's matter which may reveal or otherwise lead to be revealed any information which shall be subject to Clause 8 herein.
- 15.3. We reserve the right to act on behalf of other individuals/companies who may be situated in the same locality as the Client, subject to our obligations of confidentiality as set out herein.

16. SEVERANCE

In the event that one or more of the provisions of this Agreement is found to be unlawful, invalid or otherwise unenforceable, that / those provision(s) shall be deemed severed from the remainder of this Agreement. The remainder of this Agreement shall be valid and enforceable.

17. LAW AND JURISDICTION

This Agreement and any dispute or claim arising out of or connection with it or its subject matter or formation (including non-contractual disputes or claims) will be governed by and construed in accordance with English law and the parties agree to submit to the exclusive jurisdiction of the Courts of England and Wales.