

KEYHOLDING TERMS AND CONDITIONS

Definitions

In these Conditions ("the Conditions"), the following words have the following meanings:

1. **"Company"** – Big Brother All Security Ltd.
2. **"Customer"** – the party which has entered into a Subscriber Agreement with the Company.
3. **"Premises"** – the Customer's premises set out in the Schedule to the Subscriber Agreement.
4. **"Fees"** – the fees or charges to be made by the Company as set out in the Schedule to the Subscriber Agreement.
5. **"Services"** – the services set out in the Subscriber Agreement.
6. **"Subscriber Agreement"** – the contract entered into by the Customer and the Company of which these Conditions form part.

1. General

- 1.1. The Company agrees to provide, and the Customer agrees to accept, the Services on the terms of these Conditions.
- 1.2. The Customer shall be deemed to have notice of these Conditions from the time the Customer deposits keys or signs the Subscriber Agreement, whichever is earlier.
- 1.3. The Subscriber Agreement (including, for the avoidance of doubt, these Conditions) constitutes the entire agreement between the Company and the Customer regarding the provision of the Services.
- 1.4. No variation, amendment or addition to the Subscriber Agreement shall be binding upon the Company unless confirmed in writing by an authorised officer of the Company.
- 1.5. The Customer is responsible for:
 - 1.5.1. Informing the Company immediately of any changes to site information, hazards and risks. Supplying any required Personal Protective Equipment or specific devices.
 - 1.5.2. Accepting that if the site is deemed high risk, two Key Guards may be dispatched for safety, incurring a double attendance charge.

2. Payment

- 2.1. The Customer shall pay all Fees no later than 14 days from the date of the Company's invoice.
- 2.2. The Company reserves the right to increase Fees at any time, with notification provided at the time of invoice.

3. Liability

- 3.1. The Company's liability in respect of any one claim or series of connected claims shall be limited to £250,000.
- 3.2. The Company shall not be liable for any indirect or consequential loss or damage of any kind.
- 3.3. The Company accepts no liability for loss or damage of items while transported or delivered at the Customer's request.
- 3.4. In the event that the Customer's keys are lost due to the Company's act or omission:
 - 3.4.1. The Company shall notify the Customer immediately and advise changing the locks.
 - 3.4.2. The Company shall reimburse the Customer for the cost of suitable replacement locks upon receipt of proof of purchase.
 - 3.4.3. Liability ends on the earlier of:
 - (a) the date the locks are changed, or
 - (b) five days after notification of the loss, except for the reimbursement mentioned above.
 - 3.4.4. The Customer acknowledges the responsibility to maintain adequate insurance for their Premises, contents, and property.

4. Performance of Services

- 4.1. The Company operates a shared service and will attend the Premises within a reasonable time after receiving a request.
- 4.2. Service obligations begin up to:
 - 4.2.1. 24 hours after delivery of the Customer's keys, or
 - 4.2.2. 72 hours if delivery precedes a weekend or bank holiday.
- 4.3. Key management:
 - 4.3.1. Keys will be stored sealed in a secured key room in accordance with BS 7984:2008.
 - 4.3.2. In some cases, mobile response units will be used, also compliant with BS 7984:2008.
- 4.4. Customer key access:
 - 4.4.1. Keys may be collected Monday–Friday, 08:30–17:30 (excluding bank holidays).
 - 4.4.2. Delivery or Key Guard attendance can be requested at the cost listed in the Schedule.
 - 4.4.3. Duplicate keys may be requested during business hours.
- 4.5. Upon contract termination, and provided no invoices are outstanding, keys will be:
 - Returned to the Customer, or
 - Destroyed after not less than 3 months.

5. Termination

- 5.1. This Agreement shall:
- 5.1.1. Remain in force for 12 months from the Commencement Date.
 - 5.1.2. Continue annually unless terminated by either party with one month's written notice.
- 5.2. Immediate termination by the Company may occur if:
- 5.2.1. The Customer breaches their obligations.
 - 5.2.2. The Customer (individual) is declared bankrupt.
 - 5.2.3. The Customer (company) enters liquidation (not for restructuring), appoints a receiver, or ceases business.
- 5.3. If payment is not made in accordance with clause 2.1:
- 5.3.1. The Company may issue 7 days' notice to terminate the agreement.
 - 5.3.2. If unpaid after this period, the Agreement terminates and all Company obligations cease.
 - 5.3.3. Keys will be destroyed after not less than 3 months.
- 5.4. Termination shall not affect either party's rights accrued before the termination date or the Company's right to recover outstanding sums.

6. Assignment

- 6.1. The Customer may not assign the benefits of the Subscriber Agreement at any time.

7. Governing Law

- 7.1. This Agreement shall be governed by and construed in accordance with the laws of England and Wales.
- 7.2. Both parties submit to the exclusive jurisdiction of the courts of England and Wales.

8. Force Majeure

- 8.1. The Company shall not be liable for delays or failures in performance arising from events beyond its control, including but not limited to:
- Fire
 - Flood
 - Acts of God
 - Government regulations
 - War
 - Terrorism
 - Riot
 - Strikes and industrial disputes

Subscriber Agreement

I/We ("the Customer") hereby request Big Brother All Security Ltd ("the Company") to carry out the services described in this Agreement ("the Services") from the Commencement Date, as set out in the Schedule, for the Fees specified in the Schedule.

1. Keyholding

2. The Company shall hold keys for the Premises as set out in the Schedule.
3. On request, the Company shall attend the Premises and allow access to:
 - 3.1. Police or fire officers, and
 - 3.2. Authorised Emergency Contacts listed in the Schedule.

4. Additional Services

- 4.1. Where police or Emergency Contacts are not present and the Company deems it appropriate, the Company may:
 - 4.1.1. Enter the Premises unaccompanied.
 - 4.1.2. Investigate the cause of alarm activation.
 - 4.1.3. Silence the alarm.
 - 4.1.4. Reset the alarm system.
 - 4.1.5. Call emergency repair services (at the Customer's expense).

5. Alarm System Issues

- 5.1. If the alarm system cannot be set:
 - 5.1.1. The Company will contact the Customer's alarm provider.
 - 5.1.2. A representative will remain for up to 4 hours awaiting attendance.
- 5.2. If:
 - 5.2.1. The alarm company does not attend within 4 hours, or
 - 5.2.2. Declares the system inoperative, the Company will contact an Emergency Contact for further instructions.
- 5.3. Continued presence beyond 4 hours is not guaranteed but may be provided at the Company's discretion and chargeable.

6. Incident Limitation

- 6.1. In the event of a break-in or crime, the Company's Services are limited to:

- 6.1.1. Granting access to police, and
- 6.1.2. Awaiting instructions from Emergency Contacts.
- 6.2. If Emergency Contacts cannot be reached, clause 5.3 applies.

7. Fees

- 7.1. The Customer agrees to pay for all attendance fees at the hourly rate shown in the Schedule.
- 7.2. The Standard Conditions of Contract for Keyholding Services are incorporated into this Agreement.