AU-SGAbsv04

Security services contract

Dated: [Date]

The Client: [Client]

The Company: [Company]

Contents

- 1. Definitions
- 2. Interpretation
- 3. Purpose of agreement
- 4. Relationship between the parties
- 5. Terms of the Security Services
- 6. Firearms and other safety measures
- 7. Price and payment
- 8. Intellectual Property Rights
- 9. Confidentiality
- 10. No Competition
- 11. Limitation of liability
- 12. Termination and its consequences
- 13. Insurance
- 14. Entire agreement
- 15. Force majeure
- 16. Miscellaneous matters

Schedule 1 The Equipment

Schedule 2 The Price

Schedule 3 The Security Services

This agreement is dated: [date] It is made between: [Client name] of [Address] (■ ■ ■ " ■ ■ ■ ") And [Security Provider Company Name], (The "Company") a company registered in Australia under ACN [number] and having its registered office ■ ■ ■ ■ [■ ■ ■] ■ ■ 1. **Definitions** These definitions apply to this agreement unless the **EXECUTE EXECUTE EX** "Confidential Information" means all information about the party to this agreement without limit. It excludes information that is already in the public domain. It includes among other things information about party's staff, businesses and methods of doing business, future plans, policies, ■ ■ ■ , ■ ■ ■ "Equipment" means any of the equipment as listed in Schedule 1 and which is $\blacksquare \blacksquare \blacksquare$ "Premises" means the building situated at [Address] and land appurtenant thereto [(which is fenced)] for -----------"Price" means the prices as set out in Schedule 2 ■ ■ "Security Services" means the services to be provided by the Company to the Client for the Premises as ■ ■ ■

2. Interpretation

In this	agreement, unless the context • • • • • • • • • • • • • • • • • • •
2.1.	reference to one gender includes all other genders,
2.2.	reference to the singular includes the \blacksquare
2.3.	reference to a paragraph, schedule or party is a reference to a paragraph of \blacksquare
2.4.	obligations undertaken by more •••••,
2.5.	reference to a document is
2.6.	a number of days will be reckoned exclusively of the first day and inclusively of •••••••••••••••••••••••••••••••••••
2.7.	any reference to a person includes natural persons and
2.8.	any reference to a statutory provision is a reference to •••••••
Purp	oose of agreement
3.1.	The purpose of this agreement is to regulate ••••••••••
3.2.	Any amendment to this agreement or the alteration into

3.3.	Neither party shall be entitled to assign this agreement nor all or any of their rights and obligations hereunder
Rela	ationship between the parties
betwe	agreement does not create any employer or employee relationship een the parties and the employees and representatives of the Company no authority to receive
Teri	ms of the Security Services
5.1.	The Company agrees to provide staff of an appropriate level of skill and experience
5.2.	The Company agrees
5.3.	The Company agrees to use the [agreed/s s s] s s s s s s s s s s s s s s s s
5.4.	The Company assures the Client that
5.5.	The Company reserves the right to call local
5.6.	The Client undertakes to fully cooperate with the Company so

4.

5.7.	[The Client agrees to provide a list of at least [two officers] who shall serve as its
5.8.	The Company shall prepare an estimate to carry out the additional works for the price set out or otherwise agreed in writing. Any
5.9.	The Company may, at its discretion, send a substitute, delegate, or any
5.10.	The Company reserves the right to alter the requirements of the Security Services should this at any I I I I I I I I I I I I I I I I I I
E 44	The Company recorded the right to review and increase if it finds
5.11.	The Company reserves the right to review and increase, if it finds appropriate,
5.12.	The Client will supply all necessary information free of charge and give all necessary approvals / decisions to the Company for the

5.13.	The Company shall comply with its obligations under the health , , , , , , , , , , , , ,
5.14.	The Company may engage any other contractor on the request of and at the cost
5.15.	At the Client's request, the Company may supply the equipment on hire or sales to the Client subject to
5.16.	All Equipment which are to be used for the Security Services [in addition to those listed in Schedule 1] will be at the risk of the Client once they have been delivered or collected but under no circumstances shall the property or
5.17.	The Company agrees that whilst • • • • • • • • • • • • • • • • • • •
5.18.	The Company will be free to take other security assignments and engage in any

5.19.		ent shall be liable to pay for the repair or replacement ■ ■ ■ ■
	■/■■	/
5.20.	The Cli	ent hereby consents to allow the use of its contact
	••••	
5.21.		emed to
5.22.	The Co	ompany will do
Fire	arms	and other safety measures
6.1.	-	pany will be using one or more firearm(s) in the course of
	providi	ng
	••••	
6.2.	If the C	company provides for
	••••	
	6.2.1	the Client shall look after with due
		;
	6.2.2	the Client Shall
		;

		•••••		• • • • • • •	■■■;	
	6.2.5	the Company ha	•	the closed cir	cuit televisio	ns
						•••
		•••••				
Pric	e and	payment				
7.1.		otherwise require	-			the
			[7	.]		• • •
	 \$	5 50 ■ ■ ■ ■].			• • • • • • •	
7.2.		ice quoted to the y Services is excl				of the
		, 				
					• • • • • •	 - , -
		•••••		•••••		
7.3.		otherwise require ent in Australian D	-		nts will be ma	de by
			• • • • • • • •			
		. = = = [= = = = . = =].]	•••••		•••
7.4.		voice shall include ses the ■ ■ ■ ■			atever reasor	nable ■ ■ ■
		[•••
	••••		■ ■ ■].			
7.5.	of the I	ompany reserves ate payment of ar	ny money ■ ■			-
)-			•••

6.2.4

8.	Inte	llectual property rights
	8.1.	The Company does not give to the Client any right or interest in any patent, trade mark,
	8.2.	Nothing in the agreement shall prevent the Company using any design or any element of
	8.3.	The Client agrees to inform the Company if at any time it discovers or suspects any
9.	Con	fidentiality
	9.1.	The parties are aware that in the course of this agreement, they will each have
	9.2.	Accordingly, they
		9.2.1 they will not divulge to any person whatever or otherwise make

both the Company and the Client hereby undertake to the

other to make all relevant employees, agents \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare

9.2.2



10. No competition

10.1.	The Client agrees that it will not during this agreement and within [three years] of its termination any
10.2.	The Client agrees that it will not during this agreement and within [three years] of its termination by any means
10.3.	The Client agrees that the provisions

11. Limitation of liability

11.1.		lowing pro				•	
) = = = =					
	11.1.1	any bread		 • • • • •	••••	• • • • •	
	11.1.2		■■■,■				
			••••	 		• • • • •	•••
11.2.							
				■,■■■			

```
11.2.1
  ---::---
 11.2.2
11.3.
 ------
 . . . . . . . . . . . . . . . . . . . ) . . . . . . . . . . . . . .
 ....................................
 ....................................
 ....................................
 11.5.
 ...................
11.6.
 ------
 ......................
```

12. Termination and its consequences

12.1. This agreement shall continue until terminated:

		•									••	■ ,		
	12.1.4		. [30		• • • • • • • • • • • • • • • • • • •		• • •							• • • •
	12.1.5	•••		, 										
	12.1.6													
12.2.				. 2)) = 1	20°	• • • • • • 17 ;	•••	• • •	• • • • • (2	■ ■ ■ ■ 017	••		
								::	•••			•••		• • • •
12.3.					[6 ■ 1	• • •] = •						•
12.4.	,	••••	• • • •	• • • •			• • •	•••	•••	•	•		•••	-

	12.5.		•••	•••	••	•••	••	•	••		•	•	-	• •		•	- ·			• •	
	12.6.	•••	::	::	•••	•••	••].	• •		• •	• •	•	••		•	•	•			
			•••	•••		••		•	•		-	 	-	• •	•	•	•	•			•
13.	Insu	ranc	e																		
													•	•	•	•					•
	13.2.		::				 	• •	• •	■ ! ■ !	•		-			•				 	
14.	Entir		• • •			•••		• •	•		•	 -			-		•	•	•		•

15. Force Majeure

	 	 	 		 		 						_			 	_
											,				•		
										•		-		-	-	 	
	 	 	 		 	-	 		•								
15.1.	 		 		 		 									 	
	 	 	 		 	_	 _		_	_ ,							
15.2.	 			-	 			-									
	 	 	 		 		 					_		_		 	_

16. Miscellaneous matters

16.1.		 _		_	 _			_	_			_	_			_	_			_				
10.1.																								
	- 1						١,	- 1										•		- 1				
											١.													
16.2.			_			_		-								_								
. •																								
			• •																					
										- 1				- 1				-				- 1		 ı
16.3.		 _			 _			_	_			_	_			_	_			_	_		 _	
10.0.																								
			■ ,	•				- 1	-															
															•									
																								ı
																						■ .		
							_					_			_	_								
									-		-		-			-			_	-	-			
16.4.																								ı
		 _			 _			-													_			
																					_		 _	 -
	- 1	- 1		- '	- '								-							٠				

```
16.5.
 -----
 ................
16.6.
 ....................................
  . . . . . . . . . . . . . . .
 It shall be deemed to have been delivered:
   ...........
   ....72 .......:
   ........................
   ..............................
   ............
   ...............................
   ...........
   ---1.
16.7.
 ..].................................
```

Signed by [signatory name]

For and on behalf of the Client

Signed by [signatory name]

For and on behalf of the Company

Sched	dule 1	1: Th	e Equ	uipmo	ent:				
[•			
						•	•		

Schedule 2: The Price:	
[

Sche	edule 3: The Security Services:
1.	
2.	Dog Patrol
3.	Bike Patrol (Mountain Bikes)
4.	Mobile Patrol (Vehicle Patrols)
5.	
6.	
7.	Electronic Guard Patrol etc.]

Explanatory notes:

Security services contract

Paragraph specific notes:

Note: numbering refers to paragraph numbers.

1. Definitions

We have no comment.

2. Interpretation

Leave these items in place unless there is a good reason to edit or remove.

Many of them strengthen

3. Purpose of agreement

We have no comment.

4. Relationship between the parties

This paragraph states that the security services provider company is an independent contractor and its employees are not the agents or employees of the client and does not have authority to enter into any commitment on behalf of the

5. Terms of the Security Services

In this paragraph the client agrees to provide officers name that will be fully
authorised to represent the Client for the purpose of this agreement. Such
designated representatives will be accessible and available throughout the
duration of the function to assist the security services in carrying out the
security services. This
■.
5.10&5.11- The security services has the right to alter the requirements of the security services and also to

5.14	According to this paragraph the security services may engage any other contractor on the request of and
5.16	If client fails to pay for the any equipment in accordance with this agreement, such material may be repossessed to the value
6.	Firearms and other safety measures
	You may edit this paragraph
7.	Price and Payment
	The company reserves the right to require payment in other manner than what is provided in this paragraph. Details of the payment, terms depend very much upon
	■.
8.	Intellectual Property Rights
	You may edit this paragraph,
9.	Confidentiality
	You may not need this paragraph at all. We have included it because a business has so many secrets which could easily be stolen that some safeguard is sensible.
10.	No Competition
	Edit as required.
11.	Limitation of liability
	As now drawn, the company's liability is very limited.

12.	Termination and its consequences
12.1	A
12.2	Net Lawman advises that post termination matters tend to create more problems for
13.	Insurance
	Edit as required.
14.	Entire agreement
	We suggest no edits.
15.	Force majeure
	We suggest no edits.
16.	Miscellaneous matters
	A number of special points. We have identified each of these as important

End of notes