



GUARDIOR SECURITY LTD
Terms and Conditions for the Provision of Security Solutions
July 2026

Document Status

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Document Control

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Company Information

GUARDIOR SECURITY LTD

Company Number: 05555977

Registered Office:

The Dock, Station Road, Kings Langley, Hertfordshire, WD4 8LZ, United Kingdom



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About Guardior

Guardior Security Ltd is a professional provider of integrated security solutions throughout the United Kingdom.

Our services include, but are not limited to:

Static Security Officers, Construction Site Security, Mobile Patrols, Key Holding, Alarm Response, CCTV Towers, Temporary CCTV Systems, Remote Video Monitoring, Security Dog Handling, Event Security, Concierge Services, Reception Security, Vacant Property Inspections, Access Control, Traffic Management, Fire Marshal Services, Bespoke Security Solutions, Construction Logistics and Site Services.

All services are delivered by appropriately trained, licensed and vetted personnel in accordance with current United Kingdom legislation, recognised British Standards and industry best practice.

1. Definitions

For the purposes of this Agreement the following definitions shall apply.

Agreement

Means the Contract entered into between Guardior Security Ltd and the Client together with these Terms and Conditions, the Quotation, Specification of Services and any agreed Schedules.

Business Day

Means any day other than a Saturday, Sunday or public holiday in England.

Client

Means the individual, partnership, company, organisation, public authority or other legal entity purchasing Services from Guardior Security Ltd.

Commencement Date

Means the date upon which the Services begin as specified within the Contract.



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Company

Means **Guardior Security Ltd**, Company Number **05555977**, whose registered office is situated at:
The Dock, Station Road, Kings Langley, WD4 8LZ, United Kingdom.

Contract

Means the legally binding agreement between the Client and Guardior Security Ltd incorporating:
these Terms and Conditions; the Quotation; the Service Specification; Assignment Instructions; agreed Service Levels; any written variations signed by both parties.

Equipment

Means all CCTV equipment, security systems, vehicles, radios, uniforms, keys, software, hardware, monitoring devices and any other property supplied by Guardior Security Ltd.

Personnel

Means employees, officers, supervisors, managers, subcontractors and approved agency workers engaged by Guardior Security Ltd.

Premises

Means any location where Services are provided.

Quotation

Means the written commercial proposal issued by Guardior Security Ltd.

Services

Means any security solution provided by Guardior Security Ltd including but not limited to:



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Manned Guarding, Mobile Patrols, Key Holding, Alarm Response, CCTV Monitoring, Temporary CCTV, CCTV Towers, Security Dogs, Event Security, Reception Services, Concierge Services, Access Control, Fire Marshal Services, Traffic Marshal Services, Vacant Property Inspections, Any associated security consultancy, Construction Logistics and Site Services.

Working Day

Means Monday to Friday excluding recognised public holidays.

2. Interpretation

2.1 Headings are included for convenience only and shall not affect interpretation.

2.2 Words importing the singular include the plural and vice versa.

2.3 References to legislation include all amendments, replacements and statutory instruments made under that legislation.

2.4 References to persons include companies, partnerships, public bodies and other legal entities.

2.5 Unless expressly stated otherwise, references to writing include electronic communications.

2.6 Should any provision of this Agreement be declared unenforceable, the remaining provisions shall remain in full force and effect.

2.7 Nothing within this Agreement shall create a partnership, agency or joint venture between the parties.

3. Application of these Terms

3.1 These Terms and Conditions apply to every quotation, proposal, purchase order and Contract entered into with Guardior Security Ltd.

3.2 Any alternative terms proposed by the Client shall have no effect unless expressly agreed in writing by a Director of Guardior Security Ltd.

3.3 Acceptance of a quotation, issue of a purchase order or commencement of Services shall constitute acceptance of these Terms and Conditions.

3.4 These Terms shall prevail over any conflicting terms contained within the Client's purchase order or standard conditions unless expressly agreed otherwise in writing by the Company.



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4. Formation of Contract

4.1 Contract Formation

A Contract shall be formed when the earliest of the following events occurs:

a) the Client signs and returns the Company's quotation or service agreement; b) the Client issues a purchase order which is accepted by the Company; c) the Company issues written acceptance of the Client's instruction; d) the Company commences provision of the Services at the Client's request.

From that date, these Terms and Conditions shall govern the relationship between the parties.

4.2 Entire Agreement

These Terms and Conditions, together with the Quotation, Service Specification, Assignment Instructions and any agreed Schedules, constitute the entire agreement between the parties.

They supersede all previous discussions, correspondence, proposals, negotiations and agreements, whether written or oral.

Neither party shall rely upon any representation unless expressly contained within the Contract.

4.3 Priority of Documents

In the event of inconsistency between contractual documents, the following order of precedence shall apply:

1) Signed Contract, 2) Special Conditions, 3) Service Specification, 4) Assignment Instructions, 5) These Terms and Conditions, 6) Quotation, 7) Purchase Order

4.4 Variations

No amendment or variation shall be effective unless confirmed in writing and signed by an authorised representative of Guardior Security Ltd.

Verbal instructions shall not vary the Contract.

Where urgent operational changes are required, the Company may implement temporary measures to protect life, property or public safety, provided the Client is notified as soon as reasonably practicable.

5. Scope of Security Solutions

Guardior Security Ltd provides professional security solutions throughout the United Kingdom.

Services may include, but are not limited to:



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Static Security Officers, Construction Site Security, Corporate Security, Concierge & Reception, Mobile Patrols, Lock & Unlock Services, Key Holding, Alarm Response, CCTV Towers, Temporary CCTV Systems, Remote CCTV Monitoring, Security Dog Handling, Event Security, Access Control, Gatehouse Security, Fire Marshals, Traffic Marshals, Vacant Property Inspections, Security Consultancy, Risk Assessments, Bespoke Security Services, Construction Logistics and Site Services.

The precise scope of Services shall be detailed within the Service Specification or Quotation.

No Service shall be implied merely because it has been provided previously.

5.1 Service Standards

Guardior Security Ltd shall perform the Services:

with reasonable skill and care; using appropriately trained personnel; in accordance with applicable legislation; in accordance with recognised industry standards where applicable; in accordance with Assignment Instructions agreed with the Client.

5.2 Best Endeavours

The Company shall use all reasonable endeavours to deter unlawful activity, protect persons and property, and reduce risk.

The Client acknowledges that no security service can guarantee the prevention of:

theft; criminal damage; trespass; fraud; fire; malicious acts; terrorism; accidents; or consequential financial loss.

Security Services reduce risk but cannot eliminate it entirely.

5.3 Operational Authority

Whilst on duty, Guardior personnel shall have authority to make reasonable operational decisions necessary for:

protecting life; protecting property; complying with legislation; preventing crime; responding to emergencies.

Where practicable, such actions shall be reported to the Client without delay.

6. Company Obligations

Guardior Security Ltd shall:



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6.1 Personnel

Provide competent, appropriately trained and suitably licensed personnel.

Where required by law, all operatives shall hold a valid Security Industry Authority (SIA) Licence.

6.2 Screening

Personnel shall be screened in accordance with applicable industry requirements and Company procedures.

6.3 Uniform

Personnel shall normally attend Site in Company uniform unless otherwise agreed.

Uniform standards shall remain under the Company's control.

6.4 Supervision

The Company shall provide appropriate operational supervision and management throughout the Contract.

This may include:

Site inspections, Quality audits, Welfare visits, Client meetings, Performance reviews

6.5 Training

The Company shall ensure personnel receive appropriate induction, refresher training and continuing professional development relevant to their duties.

6.6 Insurance

The Company shall maintain appropriate insurance, including:

Employers' Liability Insurance; Public Liability Insurance; Professional Indemnity Insurance (where applicable).

Evidence of insurance shall be provided upon reasonable request.



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6.7 Subcontracting

The Company may subcontract part of the Services where operationally necessary.

Any subcontractor shall remain under the Company's management and shall meet equivalent professional standards.

The Company remains responsible for the performance of subcontracted Services.

6.8 Replacement Personnel

The Company reserves the right to replace personnel due to:

sickness; annual leave; disciplinary matters; operational requirements; welfare considerations; business continuity.

The Company shall endeavour to minimise disruption.

6.9 Health & Safety

The Company shall take all reasonably practicable steps to ensure the health, safety and welfare of its personnel whilst carrying out the Services.

Personnel shall not be required to undertake duties which, in the Company's reasonable opinion, expose them to unacceptable levels of risk.

7. Client Obligations

The Client shall:

7.1 Access

Provide unrestricted access to all areas necessary for delivery of the Services.

7.2 Information

Provide accurate information concerning:

Site layout; hazards; emergency procedures; contact details; access arrangements; alarm codes; key registers; security systems.



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7.3 Safe Working Environment

Maintain the Site in a safe condition.

The Company may suspend Services where unsafe conditions exist.

7.4 Welfare Facilities

Provide reasonable welfare facilities for security personnel, including:

toilet facilities; washing facilities; drinking water; heating where appropriate; lighting; rest facilities for extended shifts.

7.5 Hazard Notification

The Client shall notify the Company before commencement of the Services of:

asbestos; confined spaces; hazardous substances; dangerous machinery; live electrical installations; excavations; aggressive animals; violent individuals; any other significant risk.

7.6 Compliance

The Client shall comply with all applicable legislation affecting the Premises including:

Health and Safety legislation; Fire Safety legislation; Licensing conditions; Planning restrictions; Environmental legislation.

7.7 Cooperation

The Client shall cooperate fully with the Company and shall not require Company personnel to undertake duties outside the agreed scope of Services unless authorised in writing.

7.8 Instructions

The Client shall appoint authorised representatives who may issue operational instructions.

Instructions received from unauthorised persons may be declined.



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7.9 Maximum Occupancy

Where relevant, the Client shall inform the Company of:

permitted occupancy levels; evacuation procedures; fire strategy; emergency contacts.

The Client remains responsible for compliance with occupancy limits imposed by law or licence.

7.10 No Interference

The Client shall not interfere with Company equipment, vehicles, uniforms, radios, body-worn cameras or CCTV systems without prior written consent.

7.11 Mutual Respect

The Client shall ensure that its employees, contractors and visitors treat Company personnel with dignity and respect.

The Company reserves the right to withdraw personnel from any Site where abuse, discrimination, violence or harassment presents an unacceptable risk.

8. Manned Guarding Services

8.1 General

Guardior Security Ltd shall provide Security Officers to perform the duties specified within the Service Specification, Assignment Instructions and Site Operating Procedures.

The Company's Security Officers are employed to deter, detect, observe, report and respond appropriately to incidents affecting persons, property and assets.

8.2 Duties

Unless otherwise agreed, Security Officers may undertake duties including:

Access and egress control, Visitor management, Vehicle inspections, Reception duties, Patrols, Locking and unlocking premises, Incident reporting, Fire safety inspections, Health & Safety observations, Welfare checks, Monitoring alarms, Preventing unauthorised access, Contractor control, Delivery inspections, Asset protection



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8.3 Additional Duties

The Client shall not require Security Officers to undertake duties outside the agreed scope of the Contract without prior written approval from Guardior Security Ltd.

Where additional duties are accepted, the Company reserves the right to amend charges accordingly.

8.4 Conflict Situations

Security Officers shall not knowingly place themselves in unnecessary danger.

Where violence or serious disorder exists, personnel shall:

summon emergency services; preserve life; withdraw where necessary; protect evidence; report incidents immediately.

9. Mobile Patrol Services

9.1 Patrol Frequency

Patrol frequency shall be as detailed within the Service Specification.

Patrol times may vary for operational effectiveness unless otherwise agreed.

9.2 Patrol Reports

Electronic patrol reports may include:

Arrival time, Departure time, Patrol observations, Photographs, Exceptions, Recommendations

These reports may be issued electronically.

9.3 Vehicle Use

Patrol vehicles remain under the exclusive control of Guardior Security Ltd.

The Client shall not request Company vehicles be used for transporting persons or property unless agreed in writing.



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9.4 Emergency Attendance

Emergency patrol attendance times are estimates only.

The Company shall not be liable for delays caused by:

severe weather; road closures; traffic congestion; civil emergencies; police incidents; force majeure events.

10. Key Holding & Alarm Response

10.1 Key Holding

Where instructed, Guardior Security Ltd shall securely retain keys, access devices and alarm credentials.

All keys shall remain the property of the Client.

10.2 Storage

Keys shall be stored securely using coded identification systems.

No key shall identify the Client's premises by name or address.

10.3 Alarm Response

Upon receipt of an authorised alarm activation the Company shall use reasonable endeavours to attend the premises promptly.

Attendance times cannot be guaranteed.

10.4 Attendance

Upon arrival personnel may:

inspect the premises; liaise with Police; liaise with Fire & Rescue Service; arrange emergency contractors; secure vulnerable access points where reasonably practicable.

10.5 Forced Entry

Where emergency access is required, Guardior Security Ltd may arrange forced entry where:



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authorised by the Client; requested by Emergency Services; necessary to protect life or property.

All associated costs shall be payable by the Client unless otherwise agreed.

10.6 Temporary Security

Following an incident, temporary guarding may be deployed.

Such deployment shall be chargeable at the Company's prevailing rates.

11. CCTV Systems & Remote Monitoring

11.1 Equipment

Where supplied by the Company, all CCTV equipment remains the sole property of Guardior Security Ltd unless otherwise agreed in writing.

11.2 Monitoring

Remote monitoring shall be undertaken from approved monitoring facilities using appropriately trained operators.

Monitoring shall be carried out in accordance with:

applicable legislation; British Standards where applicable; Company procedures.

11.3 Client Responsibilities

The Client shall:

provide uninterrupted electrical power where required; provide network connectivity where applicable; maintain suitable lighting if agreed; avoid interfering with equipment; notify the Company of site changes.

11.4 False Activations

Repeated false activations resulting from Site conditions may result in additional charges.

Examples include:

unsecured materials; vegetation movement; poor lighting; unauthorised equipment movement; construction activity.



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11.5 Equipment Damage

The Client shall be responsible for loss or damage caused by:
vandalism; theft; accidental damage; unauthorised relocation; negligence.

11.6 Monitoring Limitations

The Client acknowledges that CCTV systems reduce security risk but cannot guarantee prevention of:
theft; burglary; criminal damage; arson; trespass; fraud; violent crime.

12. Security Dog Handling Services

12.1 General

Security Dog Teams shall consist of a licensed handler working with a trained security dog suitable for the operational environment.

12.2 Welfare

Guardior Security Ltd shall remain responsible for:
welfare; veterinary care; transport; training; certification; operational fitness.

12.3 Client Responsibilities

The Client shall provide:
safe working areas; suitable access; appropriate rest locations where necessary; drinking water if agreed.

12.4 Unsafe Conditions

The Company reserves the right to remove Security Dog Teams where environmental conditions may compromise animal welfare or operational safety.



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12.5 Public Safety

Handlers retain full operational control of Security Dogs at all times.

The Client, its employees, agents, contractors, visitors, and members of the public shall not touch, handle, feed, distract, interfere with, or approach any Security Dog unless expressly instructed by the assigned Dog Handler.

The Dog Handler shall retain full operational control of the Security Dog at all times. Clients shall not issue instructions to, direct, or otherwise interfere with the Dog Handler's operational decisions, including the deployment, positioning, handling, or withdrawal of the Security Dog. All decisions relating to the use and management of the Security Dog remain solely at the discretion of the Dog Handler in accordance with operational requirements, risk assessments, and applicable legislation.

13. Event Security

13.1 Scope

Services may include:

entry control; ticket verification; crowd management; pit security; emergency evacuation assistance; VIP protection; stewarding; traffic management.

13.2 Licensing

Where licensable activities are undertaken, Security Officers shall hold valid SIA licences.

13.3 Client Obligations

The Client shall provide:

Event Risk Assessments; Emergency Plans; Site Maps; Medical arrangements; Capacity limits; Emergency contacts.

13.4 Refusal of Entry

Security personnel may refuse admission where reasonably necessary to:

prevent crime; protect safety; comply with licensing conditions; prevent disorder.



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14. Reception & Concierge Services

Reception personnel may undertake:

visitor registration; telephone answering; access control; contractor management; delivery logging; customer assistance.

Reception staff are not employed as administrative staff unless specifically agreed.

15. Vacant Property Security

Where vacant properties are protected, Services may include:

scheduled inspections; photographic reports; access checks; perimeter inspections; welfare inspections; lock inspections; alarm testing.

The Company shall not be responsible for latent defects or structural failures discovered during inspections.

16. Equipment

16.1 Ownership

All equipment supplied by Guardior Security Ltd remains Company property unless purchased outright by the Client.

This includes:

CCTV Towers; Cameras; Radios; Body Worn Cameras; Vehicles; Uniforms; Keys; Monitoring equipment; Software; Licences.

16.2 Client Care

The Client shall take reasonable care of Company equipment.

16.3 Damage

The Client shall reimburse the Company for repair or replacement resulting from:

negligence; vandalism; theft; unauthorised relocation; misuse.



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16.4 Recovery

Upon termination, the Company may recover its equipment during normal working hours following reasonable notice.
The Client shall provide access for removal.

17. Assignment Instructions

Assignment Instructions remain confidential Company documents.
They may only be amended by authorised representatives of Guardior Security Ltd.
Security personnel shall follow Assignment Instructions unless immediate departure is necessary to:
protect life; comply with legislation; respond to emergencies; prevent serious crime.

18. Charges and Payment

18.1 Contract Charges

The Client shall pay Guardior Security Ltd the charges set out in the Quotation, Service Specification or any subsequently agreed written variation.
Unless expressly stated otherwise, all prices are exclusive of Value Added Tax (VAT), which shall be charged at the prevailing statutory rate.

18.2 Payment Terms

Invoices are payable within fourteen (14) calendar days from the date of invoice.

Time for payment shall be of the essence.

Payments shall be made without deduction, set-off, counterclaim or withholding unless required by law.

18.3 Method of Payment

Payments shall be made by:

BACS, CHAPS, Faster Payment, Direct Debit, Any other method agreed in writing

The Company reserves the right to refuse payment by cheque.



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18.4 Invoicing

Invoices may be issued:

Weekly, Fortnightly, Four-weekly, Monthly

depending upon the Contract.

Invoices may be issued electronically.

18.5 Supporting Documentation

Where applicable, invoices may include:

Electronic Timesheets, Paper/ Handwritten Timesheets, Patrol Reports, Attendance Records, CCTV Monitoring Reports, Incident Reports, Equipment Logs

unless otherwise agreed.

Approval or signature of a Guardior timesheet by the Client or the Client's authorised representative shall constitute confirmation that the hours recorded are the actual hours worked and that they have been checked against the Client's own site records, including but not limited to security logs, access control records, attendance records, or other relevant documentation.

The Client acknowledges that an approved timesheet is a true and accurate record of the Services provided and authorises Guardior to invoice on that basis. An approved timesheet shall be deemed conclusive evidence of the hours worked and shall take precedence over any conflicting time, attendance, payroll, access control, biometric, or other records.

In the absence of such notification, the approved timesheet shall be final and binding on the Client for the purposes of invoicing and payment.

18.6 Invoice Queries

The Client shall notify Guardior Security Ltd in writing of any invoice query within five (5) Business Days of receipt.

Failure to notify within this period shall constitute acceptance of the invoice.

The undisputed portion of every invoice shall remain payable.



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19. Late Payment

19.1 Interest

Any overdue amount shall attract interest in accordance with the Late Payment of Commercial Debts (Interest) Act 1998, together with any amendments thereto. Chargeable at:

- 8% above the Bank of England base rate.
- Interest accrues from the day after payment became overdue

Interest shall accrue daily until payment is received in cleared funds.

19.2 Debt Recovery Costs

The Company shall be entitled to recover:

statutory compensation; legal fees; debt recovery agency fees; tracing costs; court fees; administrative costs; incurred recovering outstanding sums.

19.3 Suspension

Where payment remains outstanding beyond the due date, Guardior Security Ltd reserves the right to:

suspend all Services; withdraw personnel; deactivate monitoring; withdraw equipment; refuse further attendance.

Such suspension shall not constitute breach of Contract.

19.4 Persistent Late Payment

Persistent late payment shall constitute a material breach of Contract.

The Company may terminate the Agreement immediately by written notice.

20. Price Reviews

20.1 Annual Review

All charges may be reviewed annually.

The Company shall provide reasonable written notice of revised charges.



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20.2 Cost Increases

The Company may adjust charges where increased operating costs arise including:

National Living Wage, National Minimum Wage, Employer National Insurance, Pension Contributions, Apprenticeship Levy, Insurance Premiums, Fuel Costs, Utility Costs, Legislative Changes, Regulatory Changes

20.3 Inflation

The Company reserves the right to increase charges annually in line with:

Consumer Price Index (CPI); or Retail Price Index (RPI),

or whichever more accurately reflects operational costs.

21. Additional Charges

Additional charges may apply where Services fall outside the agreed Contract.

Examples include:

Emergency callouts, Additional Security Officers, Bank Holidays, Overtime, Additional patrols, Replacement keys, Emergency boarding, Temporary fencing, Equipment relocation, Engineer attendance, CCTV footage extraction, Specialist reports, Court attendance, Witness statements

The applicable rates shall be those in force at the time.

22. Variations

The Client may request changes to:

staffing levels; hours; locations; equipment; patrol frequencies; monitoring arrangements.

Any variation affecting price shall be confirmed in writing before implementation.

23. Client Default

The following shall constitute Client default:



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non-payment; insolvency; breach of Contract; obstruction of Services; unsafe Site conditions; unlawful instructions.

Upon default the Company may:

suspend Services; terminate the Contract; recover outstanding sums; recover equipment; claim damages.

24. Liability

24.1 Standard of Care

Guardior Security Ltd shall exercise reasonable skill and care in providing the Services.

The Company does **not** warrant that criminal acts, accidents or losses will be prevented.

24.2 Security Services

The Client acknowledges that security services reduce risk but cannot eliminate risk.

No security provider can guarantee prevention of:

theft; burglary; fraud; criminal damage; vandalism; fire; terrorism; cybercrime; personal injury; consequential financial loss.

24.3 Consequential Loss

To the fullest extent permitted by law, Guardior Security Ltd shall not be liable for:

loss of profit; loss of revenue; loss of contracts; loss of production; business interruption; loss of goodwill; indirect loss; consequential loss.

24.4 Maximum Liability

Subject always to Clause 24.6, the Company's total aggregate liability arising under or in connection with any Contract shall not exceed:

the value of the Company's applicable insurance cover available in respect of the claim, or

£5,000,000, whichever is the lower,

unless a higher liability has been expressly agreed in writing.



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24.5 Time Limit

No claim may be brought more than twelve (12) months after the event giving rise to the claim.

24.6 Unlimited Liability

Nothing within these Terms shall exclude liability for:

death or personal injury caused by negligence; fraud; fraudulent misrepresentation; any liability which cannot lawfully be excluded.

25. Insurance

Throughout the Contract Guardior Security Ltd shall maintain appropriate insurance including:

Employers' Liability, Public Liability, Professional Indemnity (where applicable), Motor Insurance, Cyber Insurance (where applicable)

Evidence of insurance shall be made available upon reasonable request.

26. Client Insurance

The Client shall maintain adequate insurance for:

buildings; contents; stock; machinery; business interruption; employer liabilities; public liabilities.

The Client acknowledges that Guardior Security Ltd is **not an insurer**.

The Contract price reflects security services only and does not represent insurance cover.

27. Indemnity

The Client shall indemnify Guardior Security Ltd against claims arising from:

inaccurate instructions; unsafe premises; hazardous substances; breaches of legislation; defective equipment supplied by the Client; acts or omissions of the Client; third-party claims arising from the Client's negligence.



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28. Force Majeure

Neither party shall be liable for failure to perform obligations caused by circumstances beyond reasonable control including:

flood; fire; severe weather; terrorism; war; civil disorder; pandemic; epidemic; national emergency; industrial action; utility failure; cyber attack; government restrictions.

The affected party shall notify the other as soon as reasonably practicable.

29. Business Continuity

Guardior Security Ltd maintains Business Continuity arrangements designed to minimise disruption.

Alternative personnel, equipment or operational procedures may be deployed where reasonably necessary.

30. Records

Operational records, including:

Incident Reports; Patrol Reports; CCTV Logs; Attendance Records; Timesheets; may be retained electronically.

These records shall constitute prima facie evidence of Service delivery unless proven otherwise.

31. Audit Rights

Upon reasonable notice, the Client may audit records directly relating to the Contract where required:

by law; by regulatory authority; by contractual obligation.

Commercially sensitive information relating to other clients shall remain confidential.

32. Confidential Information

Both parties shall keep confidential all commercial, operational, technical and security information obtained during the Contract.

This obligation shall survive termination.



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33. Data Protection

33.1 Compliance

Both parties shall comply with all applicable data protection legislation including:

UK General Data Protection Regulation (UK GDPR); Data Protection Act 2018; Privacy and Electronic Communications Regulations (PECR); and any replacement legislation.

33.2 Processing of Personal Data

Where Guardior Security Ltd processes personal data on behalf of the Client, it shall:

process only documented instructions; implement appropriate technical and organisational measures; restrict access to authorised personnel; maintain confidentiality; notify the Client of any Personal Data Breach without undue delay.

33.3 CCTV Data

Where CCTV Services are provided:

the Client remains the Data Controller unless otherwise agreed; Guardior acts as Data Processor unless otherwise agreed in writing; recorded footage shall only be disclosed in accordance with applicable law.

33.4 Data Retention

Operational records may be retained for as long as necessary to:

fulfil contractual obligations; comply with legal obligations; defend legal proceedings; satisfy insurance requirements.

Following expiry of the applicable retention period, information may be securely destroyed.

34. Confidentiality

Both parties undertake to keep confidential all information relating to:

security arrangements; access procedures; alarm codes; passwords; business operations; commercial information; pricing; intellectual property.

This obligation shall continue for six (6) years following termination of the Contract.



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35. Intellectual Property

All intellectual property created or supplied by Guardior Security Ltd shall remain its exclusive property, including:

Assignment Instructions; Site Risk Assessments; Operating Procedures; Training Materials; CCTV Designs; Security Plans; Reports; Documentation; Software; Forms; Templates.

The Client receives a non-exclusive licence to use such documentation solely for the purposes of the Contract.

36. Non-Solicitation of Employees

The Client shall not directly or indirectly:

employ; engage; solicit; induce; recruit; contract with; any employee, officer or subcontractor of Guardior Security Ltd who has been involved in providing the Services during the Contract or within twelve (12) months following termination.

Should this occur, the Client agrees to pay Guardior Security Ltd a recruitment fee equal to 25% of the individual's gross annual remuneration or £10,000, whichever is greater.

This represents a genuine pre-estimate of recruitment, training and business development costs.

37. Anti-Bribery & Corruption

Both parties shall comply with the Bribery Act 2010.

Neither party shall:

offer; request; receive; authorise;

any improper financial or other advantage.

Any breach shall constitute a material breach of Contract.

38. Modern Slavery

Guardior Security Ltd operates a zero-tolerance approach towards:

slavery; servitude; forced labour; compulsory labour; human trafficking.

The Company expects equivalent standards from all Clients, suppliers and subcontractors.



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39. Equality, Diversity & Inclusion

Guardior Security Ltd is committed to equal opportunities.

Discrimination based upon:

age; disability; gender reassignment; marriage or civil partnership; pregnancy or maternity; race; religion or belief; sex; sexual orientation;

will not be tolerated.

40. Health & Safety

Both parties shall comply with the Health and Safety at Work etc. Act 1974 and associated regulations.

The Client shall ensure the Premises remain safe.

Guardior Security Ltd reserves the right to withdraw personnel where continued attendance presents an unacceptable risk.

41. Environmental Responsibility

Guardior Security Ltd seeks to minimise environmental impact through:

responsible waste management; reduced fuel consumption; efficient vehicle deployment; recycling; sustainable procurement.

Where practicable, environmentally responsible working practices shall be adopted.

42. TUPE

Where the Transfer of Undertakings (Protection of Employment) Regulations 2006 (TUPE) apply, both parties shall:

cooperate fully; exchange employee liability information; comply with statutory consultation obligations.

Each party shall indemnify the other for losses arising from its own failure to comply with TUPE.

43. Assignment

Neither party may assign or transfer this Agreement without the prior written consent of the other.

Guardior Security Ltd may assign the Contract to another company within its group without consent.



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44. Notices

Any notice under this Agreement shall be in writing and delivered:

by hand; by recorded delivery; by recognised courier; by email to the nominated contract representative.

Notices shall be deemed received:

immediately when delivered by hand; two Business Days after posting; upon successful email transmission where no delivery failure is received.

45. Complaints

Complaints should be submitted in writing to:

Managing Director

Guardior Security Ltd, The Dock, Station Road, Kings Langley, WD4 8LZ

or by email to the Company's published contract management email address.

Guardior Security Ltd shall investigate all complaints promptly and respond within a reasonable period.

46. Termination

Either party may terminate the Contract by giving the notice period specified within the Contract or Quotation.

Guardior Security Ltd may terminate immediately where:

invoices remain unpaid; the Client becomes insolvent; health and safety risks arise; criminal activity occurs; abuse towards Company personnel occurs; serious contractual breaches remain unremedied following written notice.

47. Consequences of Termination

Upon termination:

outstanding invoices become immediately payable; Company equipment shall be returned or made available for collection; keys shall be returned; confidential information shall be returned or securely destroyed where appropriate; accrued rights remain unaffected.



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48. Governing Law

This Agreement shall be governed by and interpreted in accordance with the laws of England, Scotland and Wales.

The Courts of England, Scotland and Wales shall have exclusive jurisdiction.

49. Entire Agreement

This Agreement represents the entire understanding between the parties and supersedes all previous agreements, representations and understandings relating to its subject matter.

No variation shall be valid unless made in writing and signed by authorised representatives of both parties.

Schedule A – Quotation

(To be completed for each Contract)

- Client Name
- Site Address
- Contract Start Date
- Contract Duration
- Services
- Number of Officers
- Hours
- Rates
- Additional Charges

Schedule B – Service Specification

- Scope of Services
- Patrol Frequencies



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- Assignment Instructions
- KPIs
- Reporting Requirements

Schedule C – Equipment Register

- Keys
- Radios
- Body Worn Cameras
- CCTV Towers
- Vehicles
- Access Cards
- Uniform

Schedule D – Emergency Contacts

- Client Representatives
- Guardior Contract Manager
- Emergency Services
- Utilities
- Key Holders

Schedule E – Service Level Agreement (SLA)

Including agreed response times, reporting standards, inspection frequencies, management meetings, KPI reporting, and escalation procedures.



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Execution

Signed for and on behalf of Guardior Security Ltd

Name: _____

Position: _____

Signature: _____

Date: _____

Signed for and on behalf of the Client

Company: _____

Name: _____

Position: _____

Signature: _____

Date: _____

End of Document

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Document Owner: Guardior Security Ltd

Company Number: 05555977

Registered Office: The Dock, Station Road, Kings Langley, Hertfordshire, WD4 8LZ, United Kingdom