



SWL security

SERVICE AGREEMENT

PREPARED FOR:

Bognor Regis Town Council

ISSUED BY:

Storewatch.Co.UK Ltd.

This contract sets out the principal terms and conditions, and the written particulars of the Terms of Service with the below named parties ("the Agreement"). This Agreement is herein entered into upon the date as laid below.

BETWEEN:

- i. Storewatch.Co.UK Ltd (trading as; SWL Security Services), Unit 30 Ventura Place, Upton, Poole, Dorset, BH16 5SW, England.
("the Service Provider", "the Contractor" or "the Supplier")
and,
- ii. Bognor Regis Town Council, The Town Hall, Clarence Road, Bognor Regis, West Sussex, PO21 1LD.
("the Client" or "the Consumer")

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1. DEFINITIONS:

- 1.1** In this Agreement, except to the context otherwise outlined or where required, the following terms shall have the meanings set as below:
- a. "Agreement" means the particulars of this contract in relation to the provision of services.
 - b. "the Service Provider" or "the Contractor" or "the Supplier" means Storewatch.Co.UK Ltd., other than where "business" follows its definition as laid in 1(1.1) (c) of this agreement.
 - c. "Business" means all activities and functions of the Service Provider, both internally and externally.
 - d. "Business Day" or "Working Day" means a day (other than a Saturday or a Sunday) where banks are generally open in England, for the transaction of normal and typical business banking.
 - e. "Design" means any design or branding which is registrable under the Registered Designs Act 1949, or in respect of which design rights subsist under S.213 of the Copyright, Designs and Patents Act 1988.
 - f. "Drawing" means any drawing, picture, photograph, plan, or sketch in any form.
 - g. "Invention" means any invention whether patentable or not under the Patents Act 1977 or by virtue of any international convention or treat, together with the right to apply in any part of the world for appropriate protection therefor.
 - h. "Know-How" or "Company Secrets" means any method, techniques, discovery, secret process, or the like amounting to an invention, and any associated data or technical information relating to such, including processes, methods, techniques, or the like marked 'confidential' or designed role specific.
 - i. "Records" means any samples, models, documents (as defined in S.13 of the Civil Evidence Act 1995), notebooks or other records in any form, including data stored in a computer or other form, whether electronic or otherwise.
 - j. "Software" means any computer program, web, or mobile application, including preparatory design material therefor, any documentation relating thereto and any media containing or recording any part of any of the foregoing items.
 - k. "Reasonable Notice" means (unless otherwise outlined, and not in relation to service termination or service dismissal, whether it's a dismissal in-entirety, or in-part) one working day, or one working 24-hour period.
 - l. "Confidential Information" means, in relation to either party, any information (whether or not stated to be confidential or marked as such) which that party discloses to the other, or which a party obtains from any information disclosed to it by that party, either orally or in writing, or by any other means, under or in connection to this Agreement.
 - m. "Deliverables" means all documents, items, plans, products, good and materials supplied by the Service Provider, including any methodologies, ideas, designs, computer programs, data, disks, tapes and reports, in whatever form or technology, which are developed, created, written, prepared, devised or discovered by the Service Provider or its agents, sub-contractors, consultants and employees in relation to the services provided.
 - n. "Equipment" means any equipment, systems, tools, cabling, items, materials, or facilities requested or used directly or indirectly in the supply of services by the Service Provider, its agents, or sub-contractors.
 - o. "Service" or "Services" means any services which are set out and described in the attached schedules of this agreement.

1.2 In this Agreement, unless the context otherwise requires:

- a) words importing the singular include the plural, and vice versa. Words importing a sex or gender include every sex or gender,
- b) any reference to a statutory provision shall include such provision as well as any regulations made pursuant thereof, or any amendment made as is from time to time modified or re-enacted,
- c) headings are for convenience of reference only and shall not affect the interpretation of this agreement and are highlighted in **bold** or underlined or **both**,
- d) references to sub-clauses, clauses, schedules, or appendices relate to those specifically within this agreement,
- e) references to a person includes firms, companies, government entities, trusts and partnerships, and the vice versa, and
- f) "writing" and "written" will include email, texts, or communication methods other than just on-paper in 'letter' format.

2. APPOINTMENT TO PROVIDE SERVICES:

- 2.1 This agreement appoints the contractor to provide services, as detailed within the schedules on the terms and conditions of this agreement, to the Client/Consumer from the commencement date as laid within Schedule 1.
- 2.2 These services will be provided by the Service Provider either.
 - a) on an indefinite and on-going basis, until termination or expiry as laid in schedule 1; and/or
 - b) in response to each specific request from the Client/Consumer from time to time.

The details of the provision of services, by the Service Provider, will be as specified in Schedule 1.
- 2.3 The agreement will begin on the commencement date (as laid in Schedule 1) and will continue until either party serves notice to terminate under Clause 15 below, or the agreement expires pursuant to Schedule 1.
- 2.4 The Service Provider shall provide the services (inclusive of any deliverables) at any premises so required; on the basis the Client/Consumer remunerates the costs to attend that specified site. Unless specifically identified or request under a schedule or prior-written agreement with reasonable notice, time is not of the essence for any dates of delivery or service provision under this agreement.
- 2.5 The Service Provider will perform the services with reasonable care and skill, in accordance with.
 - a) generally recognised commercial practices and standards in the appropriate/applicable industry; and
 - b) all laws and regulation applicable to the services.
- 2.6 The Service Provider shall use best practical means to observe all health and safety rules and regulations and any other reasonable security requirements that apply at the premises directed by the Client/Consumer.

3. CLIENT/CONSUMER OBLIGATIONS:

- 3.1 No amendment shall be made to Schedule 1 except on terms agreed in writing by the parties in accordance with the 'Change Control' clause, being clause 6.
- 3.2 The Client/Consumer must.
- a) co-operate with the Service Provider in all matters so required, at all material times necessary, relating to the services,
 - b) provide, in a timely manner, any equipment, materials and any information as the Service Provider may reasonable require; in the case of equipment, the Client/Consumer shall ensure that it is in good working order and suitable for the purposes for which it is, or will be, used, and in the case of information, the Client/Consumer shall ensure that it is accurate in all material respects, and in the capacity that it was inaccurate at the time of disclosure, and the Client/Consumer later recognises that, the Service Provider must be updated as soon as practicable possible by the Client/Consumer,
 - c) obtain and maintain all necessary licence and consents with all relevant legislation in relation to the services before the date on which the services are to start,
 - d) provide to the Service Provider, its agents, sub-contractors, consultants, and employees, in a timely manner, and at no charge, access to the premises directed by the Client/Consumer and any other facilities as reasonably required by the Service Provider, and
 - e) inform the Service Provider of all health and safety rules and regulation and any other reasonable security requirements that apply at the premises directed by the Client/Consumer.

4. DEFECTIVE SERVICES:

- 4.1 The Service Provider shall promptly notify the Client/Consumer of.
- a) any delays or problems from time to time in the provision of the services of which the Service Provider becomes aware,
 - b) any circumstances from time to time which may prevent the Service Provider from providing the services in accordance with this agreement together with (where practicable) recommendations as to how such circumstances can be avoided, and
 - c) any complaint (whether written or verbal) or other matter which comes to its attention and which it reasonable believes may give rise to any loss by or claim against the Client/Consumer or which may result in any adverse publicity for the Client/Consumer.
- 4.2 The Client/Consumer shall, limiting for the time any rights or remedy of the Client/Consumer, promptly report to the Service Provider any defects in the Service Providers' performance or the services as soon as reasonably practicable after any such defect comes to the attention of the Client/Consumer and allow a period of at least 21 days to rectify the performance issue. Thereafter, rights and remedies are no limited, on the assumption compliance with 4.2 is met (and issues are reported, as issues).
- 4.3 Where any defect in the provision of services is reported to the Service Provider by the Client/Consumer or otherwise comes to the attention of the Service Provider, the Service Provider shall, without limiting any other right or remedy of the Client/Consumer, use its best practical means to provide such further services as are necessary in order to rectify the default as soon as is reasonably practicable and may decide to offer to the Client/Consumer a credit against the service charge, calculated in the schedules.

5. CHARGES, PAYMENT, AND EXPENDITURE:

- 5.1 In consideration of the provision of the services by the Service Provider, the Client/Consumer shall pay the service charges as set out in the schedules attached, which specified whether the charges are on a time and material basis, a fixed price basis or a combination of both. Time is of the essence for the payment of the services charges.
- 5.2 All service charges or quotes are exclusive of VAT, unless materially determined in the quote or charge.
- 5.3 Where services are provided on a timely basis.
- a) the charges payable for the services shall be calculated in accordance with the Service Provider's standard daily fee rates for each individual person (which may change from time to time), the use of vehicles or fuel or specialist equipment, and are calculated on the basis of an eight-hour day, worked typically between 9am-5pm on a working day (unless otherwise outlined in the schedule attached or otherwise by arrangement thereafter the agreement has become effective),
 - b) the Service Provider will ensure that every individual whom it engages in relation to the services completes an appointed, managed, and arbitrated shift pattern on a working-time and employee management software, to record time spent on the services and deliverables, and
 - c) the Service Provider will invoice the Client/Consumer monthly in arrears for its charges for time, expenses, and materials (together with VAT where appropriate) for the month concerned, and where requested will provide evidence of expenditure for any equipment, materials and expenses as incurred in accordance with Clause 5.5 below.
- 5.4 Where services are provided for a fixed price, the total price for the services is set out in the schedules attached. Upon completion of the services, or when an agreed instalment date is due, the Service Provider shall invoice the customer for the charges that are then payable, together with any equipment, materials, or reasonable expenditure (in accordance with Clause 5.5 below), which have not been expressly included in the fixed price and VAT.
- 5.5 Expenses incurred by the Service Provider, of which may be forwarded on as an expenditure charge to the Client/Consumer, may include (but are not limited to); the cost of a hotel, subsistence, travelling and any other expenses reasonably incurred by the individuals whom the Service Provider engages in connection with the service, the cost of any materials and the costs of services reasonably and properly provided by third parties and required by the Service Provider for the supply of the schedules services.
- 5.6 The Client/Consumer shall pay each invoice submitted by the Service Provider in full within 30 days of receipt. Payment shall be made either via cheque or to a bank account nominated in writing by the Service Provider. For the avoidance of doubt, payment by cheque shall be considered received on the date the cheque is delivered, provided it is honoured upon presentation.
- 5.7 Without prejudice to any other right or remedy that it may have, if the Client/Consumer fails to pay the Service Provider by the due date (inclusive of the due date).
- a) the Client/Consumer shall pay interest on the overdue amount at the rate of 8% per annum above the Bank of England base rate at the relevant time. Such interest will accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgement. The Client/Consumer shall pay the interest together with the overdue amount, and
 - b) the Service Provider may suspend all services until payment has been made in full.

5.8 All sums payable to the Service Provider under this agreement shall become due immediately on its termination, despite any other provision or agreement.

5.9 The Service Provider and the Client/Consumer shall pay all amounts due under this agreement in full, without any deduction except as required by law, and neither party shall be entitled to assert any credit, set offs or counterclaim against the other to justify withholding payment of any amount due, in whole or in part.

6. CHANGE-CONTROL:

6.1 The Client/Consumer may, at any time during the term of this agreement, request additional or an increase in workload (whether found in this service agreement or not). This will be considered by the service provider, who is not obligated to agree.

6.2 The Service Provider shall give due consideration to any change request from the Client/Consumer, and shall, within 10-working days of receiving the change request.

a) confirm its acceptance of the change request, without any further variation to the terms of the agreement, in which case the parties shall execute a variation to the agreement as soon as reasonably practicable and the Service Provider shall implement the change-request accordingly, or

b) provide a written proposal for accepting the change-request, subject to any variation that it reasonably considered necessary to complete the services, the specification of those services, or the service charges, including any new services, or

c) if the Service provider believes it is not reasonably practicable to accept the change-request, with or without any such variation, provide the Client/Consumer with a written statement as to its reasons for doing so.

6.3 Any change proposal (in relation to new services) provided by the Service Provider under the above clause shall be based off a fair and reasonable quotation for the change-request, or if not presented, shall be based on the service-charges of this agreement.

6.4 The Client/Consumer shall give due consideration to the Service Provider's change proposal under the clause above and shall, within 10 working-days, after the receipt of the change proposal, either give the Service Provider written notice accepting the change proposal (subject to or without further negotiation) or rejecting the change proposal. If the Client/Consumer accepts the change proposal the parties shall, as soon as reasonably practicable, execute a variation to this agreement and the Service Provider shall implement the agreed variation. Should a variation fail to be made, that written agreement will become an annex to this agreement to warrant the service change.

6.5 The Service Provider shall have the right to make any changes to the services which are necessary to comply with any applicable law or safety requirement, provided that the Service Provider gives the Client/Consumer reasonable notice of such changes, and that such changes do not materially affect the nature/scope of the services as directed in the below schedules or the respective service charges.

7. INDEMNITY:

7.1 Any pursuit of, or actual, claims being brought up against the Service Provider will be limited as so much as is practical under the UK legislative framework. The Service Provider, where possible, will not owe any indemnity (outside of the provisions of S.8) without prior written confirmation or agreement on a case-by-case basis. In any event, the case-by-case basis will not permit a sum of more than £250,000.00 for any event, series of events whether connected or disconnected, or any event(s) subsequent to a preceding incident as a total figure.

8. LIABILITY AND INSURANCE:

- 8.1 If the Service Provider's performance of its obligations under this agreement is prevented or delayed by any act or omission of the Client/Consumer, its agents, sub-contractors, consultants or its employees, the Service Provider shall not be liable for any costs, charges or losses sustained or incurred by the Client/Consumer that arise directly or indirectly from such prevention or delay.
- 8.2 Nothing in this agreement limits or excludes the Consumer's liability for.
- a) death or personal injury caused by its negligence,
 - b) fraud or fraudulent misrepresentation, intentionally, maliciously, or 'innocently',
 - c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession), or
 - d) any other liability which cannot be limited or excluded by applicable law.
- 8.3 Subject to the above clause, and the clause above (Indemnity), the contractor shall not have any liability to the other party, whether in contract, tort (including negligence), or for breach of statutory duty, or otherwise arising under or in connection with this agreement for.
- a) loss of profits,
 - b) loss of sales or business,
 - c) loss of agreement or contracts,
 - d) loss of anticipated savings,
 - e) loss of or damage to goodwill,
 - f) loss of use or corruption of software, data of information, or
 - g) any indirect or consequential loss
- 8.4 Subject to the clause above (Indemnity), the total liability of the service provider for any other loss incurred by the consumer in respect of any one event or series of connected or disconnected events shall not exceed £250,000.00. The total liability of the consumer is also limited to £250,000.00 per event or series of connected or disconnected events.
- 8.5 The terms implied by section 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent, permitted by law, excluded from this agreement.
- 8.6 To avoid ambiguity, the service provider will endeavour, in its best efforts and in the interests of the consumer, to seek to provide adequate security services though cannot be found liable for any such losses or failings which are not unambiguously and evidently the service providers absolute liability (for example, theft of produce is not the service provider's liability).
- 8.7 During this agreement, the Service Provider and the Client/Customer shall each maintain in force with a reputable insurance company, insurance sufficient to indemnify risks for which they may be responsible, including for their respective sub-contractors, agents, and employees, in connection with the services and shall, on either parties' request, produce both the insurance certificate giving details of cover and the receipt for the current years' premium.

9. CONFIDENTIALITY:

- 9.1 Each party will only use confidential information to perform its obligations under the agreement and will not cause or allow the information to be disclosed except.
- a) where required by law, court order or any governmental, regulatory, or accrediting body,
 - b) to any of its employees, officers, sub-contractors, representatives, or advisers who need to know the information in order to discharge its obligations under the agreement and agree only to use the information for that purpose and not to cause or allow disclosure of that information,
 - c) where the information has become generally available to the public (other than as a result of a breach of the agreement by the other party or any of its employees, officer, sub-contractors, representatives, or advisers),
 - d) where the information was available or known to it on a non-confidential basis before being disclosed under the agreement,
 - e) where the information was developed by or for it independently of the agreement and is received by persons who are not the disclosing party, or
 - f) where both parties agree to disclose by way of a written consent from a senior-employee, director or officer or non-executive party that represents the executive party in some capacity, such as a board of directors' adviser or representative, or solicitor.
- 9.2 Neither party shall work on the assumption 'all information is confidential'. All information that is confidential ought to be clearly and visibly marked as confidential, or written communication is to be made to qualify such information and related documents as confidential.

10. INTELLECTUAL PROPERTY:

- 10.1 Subject to the clause below, the Service Provider reserves all intellectual property rights (if any) which may subsist in any deliverables, or in connection with, the provision of the services directed by the schedules attached, or indirectly by way of written notice or agreement outside this agreement. The Service Provider reserves the right to take such action as may be appropriate to restrain or prevent the infringement of such intellectual property rights.
- 10.2 The Service Provider licences all such rights to the Client/Consumer free of charge, and on a non-exclusive, global basis to such extent as is necessary to enable the customer to make reasonable use of the deliverables and the services.
- 10.3 If this agreement is terminated, or upon such a time that it may be, or upon such a time that the Client/Consumer stops using the Service Providers' services from time to time, all licences in-line with intellectual property rights will automatically terminate.

11. DATA PROTECTION:

- 11.1 Each party shall comply with its obligations and may exercise its respective rights and remedies as and when it may be appropriate.
- 11.2 Data Protection Laws refers to any applicable law relating to the processing of personal data, as applicable to either party of the agreement, including (but not limited to).
- a) the Data Protection Act 2018 (and its variations or amendments), and UK GDPR (the United Kingdom General Data Protection Regulation),

- b) any laws which implement or supplement such laws,
 - c) any laws that replaced, extend, re-enact, consolidate, or amend any of the laws stated in (a) and (b) above, and
 - d) all guidance, codes of practice and code of conduct issued by any relevant data protection supervisory authority relating to such data protection laws (whether legally binding or not).
- 11.3 Protected data means any data received from or on behalf of the Client/Consumer or obtained in connection with the performance of the Service Provider's obligations under the agreement.
- 11.4 Sub-processor means any agent, sub-contractor or any third party engaged by the Service Provider (or by any other sub-processor) for carrying out any processing activities in relation to that protected data.
- 11.5 The parties agree that the Client/Consumer is a data-controller, and the Service Provider is a data-processor, and shall ensure its sub-processors and each of the Service Provider's personnel shall comply with data protection laws in connection with the processing of protected data and the provision of the services as outlined in the schedules attached.
- 11.6 Nothing in this agreement relieves the Service Provider or Client/Consumer of any responsibilities or liabilities under data protection laws.
- 11.7 Each party will be liable for and shall indemnify (and keep indemnified) the other against all actions, proceeding, liabilities, costs, claims, losses, expenses, compensation paid to data subjects and other reasonable professional costs and expenses suffered or incurred by the indemnified party arising out of or in connection with any breach of the data protection laws by the indemnifying party, its employees, or agents.
- 11.8 The Service Provider shall implement appropriate technical and organisational measures to protect the protected data from accidental or unlawful destruction, loss, alteration, unauthorised disclosure, or access.
- 11.9 The Service Provider may, if so required or it is so necessary, permit the processing of protected data by a third party without requiring prior specific written permission of the Client/Consumer, but will give notification. The Service Provider will not, where it is unnecessary, permit the processing of protected data by a third party without prior specific written permission of the Client/Consumer.
- 11.10 Where a sub-processor is engaged, whether prior-written permission has been sought or not, the Service provider shall.
- a) carry out adequate due diligence to ensure that the sub-processor is reliable, capable and trustworthy or providing the level of protection for protected data required by this agreement and data protection laws,
 - b) remain liable for any breach of this agreement, under data protection laws, caused by a sub-processor, and,
 - c) provide relevant details and a copy of each agreement with a sub-processor to the Client/Consumer upon request.
- 11.11 The Service Provider will record and refer all requests and communications received from data subjects or any supervisory authority to the Client/Consumer which relate (or which may relate) to any protected data property (and in any event within 5 working-days of receipt) and will not respond to any without the Client/Consumer's express written direction and strictly in accordance with the Client/Consumer's instructions unless and to the extent required by law.

- 11.12 The Service Provider will not process and/or transfer, or otherwise directly or indirectly disclose, any protected data in or to countries outside the UK, or to any international organisation without the prior written direction from the Client/Consumer and the relevant data subject(s). The Service Provider must comply with its obligations under the data protection laws in relation to the international transfer of data.
- 11.13 The Service Provider will make available, to the Client/Consumer, such information in the Service Provider's possession or control as the Client/Consumer may reasonably request with a view to demonstrating the Service Providers' compliance with the obligations of data processors.
- 11.14 The Client/Consumer may exercise its right to audit the Service Provider, by way of providing.
- a) an audit report not older than 18-months by an independent external auditor demonstrating that the Service Providers' technical and organisational measures are in accordance with the Service Providers' industry audit standards, and
 - b) additional information in the Service Provider's possession or control to a supervisory authority when it requests or requires additional information in relation to the data processing activities carried out by the Service Provider under this agreement.
- 11.15 The Service Provider shall promptly notify the Client/Consumer if it (or any of its sub-processors or personnel) suspects or becomes aware of any suspected, actual, or threatened occurrence of any personal data breach. If required, the Service Provider shall promptly provide all information as the Client/Consumer requires to report the circumstances to a supervisor authority and to notify affected data subjects.
- 11.16 If this agreement is terminated, or upon such a time that it may be, or upon such a time that the Client/Consumer stops using the Service Providers' services from time to time for an indefinite period, the Service Provider shall at the Client/Consumer's election, promptly (and in any event within 60 days thereafter of the expiry of the agreement) delete or return to the Client/Consumer the protected data in the Service Provider's possession by secure file transfer, online transfer, or by 1st class post or personally delivered. In such a case, the Service Provider shall provide written certification to the Client/Consumer that it has fully complied with this clause, within 60 days of it having returned all the protected data referred to above.
- 11.17 This clause (11 > 11.1 to 11.16) shall survive the termination or expiry of the agreement for any reason, and indefinitely.

12. ANTI-BRIBERY:

- 12.1 The Service Provider and its employees, agents, sub-contractors, officer and consultants shall.
- a) comply with all applicable laws, regulations and codes relating to anti-bribery and anti-corruption, including (but not limited to) the Bribery Act 2010.
 - b) comply with the Client/Consumer's anti-bribery policy,
 - c) have, maintain, and enforce throughout the terms of this agreement, its own anti-bribery policies, and procedures, to ensure compliance with bribery laws and agreed upon policies, and
 - d) promptly report to the Client/Consumer any request or demand for any undue financial or other advantage of any kind received by the Service Provider in connection with the performance of this agreement.

13. NON-SOLICITATION:

- 13.1 The Client/Consumer shall not, without the prior written consent of the Service Provider, at any time from the date of this agreement to 24-months thereafter the expiry or termination of this agreement, solicit or entice away from the Service Provider or employ or attempt to employ any person who is, or has been, engaged as an employee, consultant, sub-contractor or partner of the Service Provider in the provision of the services as directed by the schedule of the Client/Consumer at any time.

14. FORCE-MAJEURE:

- 14.1 Neither party shall be liable for any failure or delay in performing their obligations where such failure or delay results from any cause beyond the reasonable control of that party.
- 14.2 Such causes include (but are not limited to): power failure, internet service provider failure, acts of God, epidemics, pandemics, civil-unrest, fires, floods, droughts, storms, earthquakes, collapse of buildings, explosion or accidents, acts of terrorism, acts of war, governmental action, any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, or any other event that is beyond the control of the party in question.
- 14.3 The party affected by a circumstance beyond their control shall use all reasonable endeavours to mitigate the effect of the force majeure upon the performance of its obligations.
- 14.4 The corresponding obligations of the other party will be suspended to the same extent as those of the party affected by a force majeure event.
- 14.5 If the delay continues for a period of 90 days, either party may terminate or cancel the services to be carried out as directed under this agreement and its attached schedule(s).

15. TERMINATION:

- 15.1 Either party may terminate this agreement by giving the other party 26-weeks prior-written notice.
- 15.2 A party may terminate this agreement immediately by giving written notice to the other party if that other party.
- a) does not pay any sum due to it under the agreement within 30 thereafter the due date,
 - b) commits a material breach of the agreement which, if capable of remedy and has been identified as capable of remedy and is asked to remedy, it fails to remedy within 21 days. The party intending to rely off of this clause to terminate, must make it clear in its notice or ask to remedy, that it intends to terminate should that remedy not be completed, known as a "to terminate" notice. This clause cannot be used for minor concerns or issues which are easily remedied (such as administrative concerns or typos).
 - c) persistently breaches any term of the agreement, even thereafter having been given written notice specifying in full the persistent breaches and the direction to stop those breaches,
 - d) is dissolved, ceases to conduct substantially all its business or becomes unable to pay its debt as they fall due,
 - e) is a company over any of whose assets or property a receiver or debt-collection agency is appointed,
 - f) makes any voluntary arrangement with its creditors or (if a company) becomes subject to an administration order,
 - g) (if an individual or firm) has a bankruptcy notice made against it or (if a company) goes into liquidation,
 - h) undergoes a change of control,

- i) (if an individual) dies or because of illness or incapacity becomes incapable of managing their own business affairs, or

16. CONSEQUENCES OF TERMINATION:

16.1 On termination or expiry of this agreement.

- a) the Client/Consumer shall immediately pay to the Service Provider all the outstanding unpaid invoices and interest and, in respect of services supplied by for which no invoice has been submitted, the Service Provider may submit a final invoice, which shall be payable immediately upon receipt,
- b) the Client/Consumer shall, within a reasonable time, return all the Service Provider's equipment and any relevant deliverables remaining on any premises under its control. If the Client/Consumer fails to do so, then the Service Provider may enter the premises and take possession of them. Until they have been returned or repossessed, the Client/Consumer shall be solely responsible for their safe keeping, and liable for anything that is therein broken, damaged, lost, or otherwise tarnished.

16.2 Termination or expiry of the agreement shall not affect any rights, remedies, obligations, or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination or expiry.

16.3 Other than as set out in the agreement, neither party shall have any further obligation to the other under the agreement after its termination.

17. GENERAL & MISCELLANEOUS:

17.1 This agreement contains the whole agreement between the parties relating to its subject matter, terms and conditions and clauses, and supersedes all prior documents or discussion, arrangements or agreements that might have taken place to the agreement. Nothing in this clause limits or excludes any liability for fraud or fraudulent misrepresentation. It may not, however, contain the whole agreement in the capacity of services to be rendered or those service charges, which may be agreed by way of additional agreement, or over written communication.

17.2 No party may assign, transfer or sub-contract to any third party the benefit and/or burden of the agreement without the prior-written consent (not to be unreasonable withheld) of the other party.

17.3 No variation of the agreement will be valid or binding unless it is recorded in writing and signed, either by way of wet signature using ink, or electronically by way of email, by, or on behalf of, both parties.

17.4 The Contracts (Rights of Third Parties) Act 1999 does not apply to this agreement, and no third party has any right to enforce or rely on any provision of this agreement.

17.5 Unless otherwise agreed, no delay, act, or omission by a party in exercising any right or remedy will be deemed a waiver of that, or any other, right or remedy.

17.6 A provision in this agreement which is, by its intent or terms, meant to survive the termination of this agreement will do so.

17.7 If any Court (or therein competent authority) finds that any provision (or part) of the agreement is invalid, illegal, or unenforceable, that provision or part-provision will, to the extent required or recommended, be deemed to be deleted and the validity and enforceability of the other provisions of this agreement will not be affected.

17.8 Unless specifically provided by the parties, nothing in the agreement will establish any employment relationship, partnership or joint venture between the parties, or mean that one party becomes the agent of the other party, nor does the agreement authorise any party to enter any commitment for or on behalf of the other party.

- 17.9 Any notice (other than in legal proceedings) to be delivered under the agreement must be in writing and delivered by first-class post to or left by hand delivery at the other party's registered address or place of business, or sent by email to the other party's main business email address (or the email address of a contract-manager or security manager or director, partner or officer) as notified to the sending party;
- a) sent by post will be deemed to have been received, read, and understood two working days thereafter it was posted,
 - b) left by hand delivery at the other's registered address will be deemed to have been received, read, and understood the day off it being delivered if before 2:00pm (14:00), or therein the following working day, or,
 - c) sent by email, will be deemed to have been received, read, and understood the day of it being sent if before 2:00pm (14:00), or therein the following working day.

18. GOVERNING LAW AND JURISDICTION:

- 18.1 This agreement shall be governed by and interpreted according to the law of England and Wales and all disputes arising under the agreement (including non-contractual disputes of claims) shall be subject to the exclusive jurisdiction of the English and Welsh courts.

19. SIGNATORIES OF AGREEMENT:

I, the named parties, have read and understood the provisions as laid above, and hereby accept the terms and conditions of service provision. In witness whereof this agreement has been made effective and is authorised by the board of directors by signatory of the managing director of the company, or by a duly appointed representative of the board of directors.

The Service Provider:

Storewatch.Co.UK Ltd. (t/a SWL Security Services)

Unit 30 Ventra Pl., Upton Industrial Estate,
Upton,
Poole, Dorset,
BH16 5SW

The Client/Consumer:


Bognor Regis Town Council

The Town Hall
Clarence Road
Bognor Regis
West Sussex
PO21 1LD

Name: Beth Ricketts

Position: General Manager

(for and on behalf of the Service Provider, SWL Security Services)

Signed: 


Date: 25/04/2025

(for and on behalf of the Service Provider, SWL Security Services)

Name: 

Position: TOWN CLERK

(for and on behalf of the Client/Consumer)

Signed: 

Date: 28/4/2025

(for and on behalf of the Client/Consumer)

BOGNOR REGIS TOWN COUNCIL

SCHEDULE 1: THE AGREEMENT

Commencement Date: Thursday 1st May 2025

The Term: For the initial period of 11 months, from the commencement date, thereafter subject to further agreement by both parties.

The Services: As laid and directed within Schedule 2.

Invoices and Payment: As laid and directed within Schedule 3.

SCHEDULE 2: THE SERVICES

The Services will consist of a proactive, uniformed Community Warden presence operating within the Bognor Regis Town Council area. The primary objective is to reduce the fear of crime, support community wellbeing, and contribute to safer, stronger neighbourhoods through early intervention, visible deterrence, and collaborative problem-solving.

SERVICES TO PROVIDE:

Service One: Council Security Team (Community Warden)

One on-site Community Warden provided by the Service Provider. The Warden will be hired, trained, and managed directly by the Service Provider. They will operate on foot, within the Bognor Regis Town Council Wards, including but not limited to: streets, parks, car parks, playgrounds, open spaces, and other public areas.

Hours:

x1 Security Team personnel, 8-hour shifts, variable hours between 09:00 and 21:00 – Monday to Sunday

Total Hours Per Week: 56

Core Duties & Responsibilities:

- Provide a visible, approachable, and trusted presence across the town, acting as a friendly point of contact for the public.
- Maintain regular visits to local stakeholders, businesses, and community groups, building positive public engagement and strengthening community resilience.
- Report, record, and respond to calls or incidents received via phone or radio.
- Assist in the gathering of evidence, including completing witness statements and acting as a professional witness in court where required.
- Maintain detailed and accurate records and use body-worn cameras to document anti-social behaviour and low-level crime.
- Support businesses with crime reporting, including through platforms like DISC, and encourage the reporting of shoplifting or repeat offenders to help build a local intelligence picture.
- Work collaboratively with Sussex Police, Bognor Regis BID Wardens, and relevant bodies at district and county level, sharing intelligence and supporting joint initiatives.
- Support and promote Bognor Regis Town Council's mission to improve quality of life for residents through community cohesion, welfare support, and early intervention.
- Comply with all relevant statutory provisions, as well as the Council's internal policies for health & safety, safeguarding, and equal opportunities.

SPECIALIST SERVICES:

Special Operative/Consultant: N/A

Civil-Debt Recovery Services: N/A

Legal Services of Legal Administration: N/A

Any other Services: N/A

SCHEDULE 3: INVOICES AND PAYMENT

Invoicing will be prepared shortly after the services have been fulfilled, provided, or achieved.

The charge, as set out below, will become due as laid within the agreement and the invoice (within 30 days of receipt of the invoice). Payment for services will become due 30 days thereafter the service has been fulfilled, provided, or achieved, regardless of any requests or failure to request payment.

The Service Provider reserves the right to change interest on late payments, of which it is currently at 8% above the Bank of England reference rate, accrued for every day thereafter a payment has not been satisfied after its due date has expired.

SERVICE CHARGE RATES:

Service One: £21.70 (+VAT).

SERVICE TRAINING OR RECRUITMENT RATES:

N/A

ADDITIONAL OR ADMINISTRATIVE RATES:

N/A