



Exclusion Zone Membership, Equipment Hire & Guard Services

1. INTRODUCTION:

The businesses that make up our high streets are a major part of our districts identities and we want to help protect them. These businesses are run by families and employ our friends so supporting them is a core element of our mission.

CCP is a communication network with optional guard response for retailers, entertainment venues, security contractors and organisations supporting vulnerable people across the UK. We communicate in real time about crime including anti-social behaviour, gangs & organised crime, road safety, serious violence and shoplifting.

2. PREMISES ADDRESS:

Business Name (if applicable):	
Street number:	Street name:
Town:	County:
Postcode:	Property reference (Office use only):

3. PROPERTY INFORMATION:

Type of Property:	Retailer Entertainment Venue Other Commercial		
Is there an Alarm at the Premises?	Yes No	Is there CCTV at the Premises	Yes No
Is a FREE no obligation Alarm and/or CCTV Review required?	Yes No		

4. YOUR DETAILS:

Name:	
Business or Organization Name:	
Address (if different to section 3):	Street name:
Town:	County:
Postcode:	
Email address:	
Telephone(s):	

Control Room: **(01255) 44 6000** www.countercrimepartnership.uk

61 Frinton Road | Holland-on-Sea | Essex | CO15 5UH



COUNTER CRIME PARTNERSHIP

5. EXCLUSION ZONE MEMBERSHIP

The Member appoints CCP to supply a monthly Exclusion Zone Update including a list of Offenders who have been barred from other premises in the Area of Operation. Please sign below to acknowledge that this is your choice:

In consideration of receiving this restricted information the Member agrees to enforce the exclusion/bar by not allowing Offenders into their premises and be bound by the Data Protection protocols of this agreement. _____

There is no monetary charge to be a Member of the CCP Exclusion Zone.

6. EQUIPMENT HIRE

The Member appoints CCP to supply: Please sign below to acknowledge that this is your choice:

_____ TE 390 handsets at a cost of £25.42 +VAT per month per unit.

_____ TE 590 handsets at a cost of £30.83+VAT per month per unit.

_____ M6 vehicle unit at a cost of £31.25+VAT per month per unit.

_____ T2 body-cam at a cost of £9.80+VAT per month per unit.

_____ T6 body-cam at a cost of £14.70+VAT per month per unit.

_____ at a cost of £_____+VAT per month per unit.

_____ at a cost of £_____+VAT per month per unit.

A one-off commitment/set-up fee of £25+VAT per unit is payable in advance, followed by automated monthly invoices payable monthly in arrears.

7. SOFTWARE

The Member appoints CCP to supply: Please sign below to acknowledge that this is your choice:

_____ PTTi Dispatcher Console License(s) at a cost of £15+VAT per month per license.

_____ Telo Video Streaming License(s) at a cost of £25+VAT per month per license.

_____ SentrySIS Database License(s) at a cost of £4.33+VAT per month per license.

A one-off commitment/set-up fee of £25+VAT per license is payable in advance, followed by automated monthly invoices payable monthly in arrears.

Control Room: **(01255) 44 6000** www.countercrimepartnership.uk

61 Frinton Road | Holland-on-Sea | Essex | CO15 5UH



COUNTER CRIME PARTNERSHIP

8. PRIVATE CHANNEL(S)

The Member requests that the following private channels are set up:

- | | |
|------------------------|------------------------|
| 1. Channel Name: _____ | 3. Channel Name: _____ |
| 2. Channel Name: _____ | 4. Channel Name: _____ |

(Continue using a separate sheet if necessary)

Handsets will be able to change between the above channel(s) unless otherwise requested.

Handsets will have access to the local Counter Crime Partnership channel.

9. GUARD RESPONSE

The Member appoints CCP to supply a single crewed | double crewed Guard Response service by guards with SIA Door Supervisor or higher license(s) Monday | Tuesday | Wednesday | Thursday | Friday | Saturday | Sunday

(delete as appropriate) between _____ and £ _____ at a cost of £ _____ payable monthly in arrears.

Please sign below to
acknowledge that this is your choice:

10. MOBILE PATROLS

10.1 Standard

The Member appoints CCP to supply a minimum of _____ randomly timed visual inspections of the Property from the boundary/roadside every night between 19:00 and 07:00, 365 days a year at a cost of £ _____ payable monthly in arrears. The Guard will scan a QR Code to record the visit.

Please sign below to
acknowledge that this is your choice:

10.2 Enhanced

The Member appoints CCP to supply a minimum of _____ randomly timed enhanced inspections of the Property including accessible exterior doors, outbuildings and garden every night between 19:00 and 07:00, 365 days a year at a cost of £ _____ payable monthly in arrears. The Guard will scan an additional QR Code.

Please sign below to
acknowledge that this is your choice:

Control Room: **(01255) 44 6000** www.countercrimepartnership.uk

61 Frinton Road | Holland-on-Sea | Essex | CO15 5UH



COUNTER CRIME PARTNERSHIP

10.3 Welfare Checks

The Member appoints CCP to carry out a minimum of _____ daily visits wherein the Guard will “knock at door” to check on the wellbeing of the occupant(s) and have what is best described as “friendly chat”, at a cost of £_____ payable monthly in arrears.

Please sign below to
acknowledge that this is your choice:

11. ALARM RESPONSE

11.1 Alarm Response Service

The Member appoints CCP to monitor and respond to any activation of the Alarm at the Property in accordance with the Action Instructions, 365 days a year at a cost of £_____ payable monthly in arrears.

Please sign below to
acknowledge that this is your choice:

11.2 Key Holding Service

Usually in addition to the above Alarm Response Service, the Customer appoints Tendring Security as a Key Holder for the Property for the purposes of attending following an Alarm Activation or to allow access to third party contractors, at a cost of £_____ per visit | per calendar month (delete as appropriate), payable monthly in arrears.

Please sign below to
acknowledge that this is your choice:



COUNTER CRIME PARTNERSHIP

11.3 Action Instructions

- (1) If using new IP equipment – Check picture of who has activated alarm.
- (2) Call Customer to establish situation.
- (3) At same time, dispatch most appropriate Patrol to Property.
- (4) Upon arrival carry out external visual assessment of property.
- (5) Liaise as necessary with Emergency Services and/or Customer.
- (6) If necessary, Key to brought to Property for interior inspection.
- (7) Make all reasonable arrangements to ensure Property is left secure.
- (8) Carry out any special instructions agreed in writing with Customer.

Please sign below to
acknowledge that this is your choice:

12. ADDITIONAL EMERGENCY CONTACT DETAILS:

Name:

Telephone(s):

Email address:

Relationship to Customer:

13. YOUR AGREEMENT:

13.1 THIS AGREEMENT is between the following parties:

12.1.1 **The Member:** Any business or organisation signing this document identified in sections 2 to 4 above, and

12.1.2 **The Supplier:** Tendring Security Limited, Trading as Counter Crime Partnership (CCP) of 61 Frinton Road, Holland-on-Sea Essex CO15 5UH.

13.2 INTERPRETATION. The following definitions and rule of interpretation apply in this Agreement:

13.2.1 Action Instructions – This is the plan of action agreed beforehand in this Agreement and in subsequent written communication between the Member and Supplier. The Member is responsible for ensuring that this information is kept up to date.

13.2.2 Alarm – The Alarm system installed at the Property, which unless informed otherwise, the Supplier assumes is in full working order and complies with relevant standards.

13.2.3 Alarm Activation – When the alarm at the Property is ‘set off’ and contacts the Supplier by means of a Telephone Dialler and/or via the Internet using an IP Module.

Control Room: **(01255) 44 6000** www.countercrimepartnership.uk

61 Frinton Road | Holland-on-Sea | Essex | CO15 5UH

- 13.2.4 Alarm Response** – A response by the Supplier in accordance with the Action Instructions usually including dispatching one or more Guards to the Property address to carry out an external visual assessment for at least 20 minutes at ground level and, when Key Holding is included in the Agreement and it is deemed necessary, also interior checks, in order to achieve a reasonable level of security. We will aim to attend the Property within 30 minutes, however response times cannot be guaranteed. Guards must obey normal rules of the road.
- 13.2.5 Charges** – Those Fees as set out in section 5 to 10 of this Agreement. The Supplier reserves the right to increase Charges at any time after the first anniversary of the Effective Date by giving written notice, not less than 28 days before the next payment is due.
- 13.2.6 Data Controller** – Any person who collates, manages, distributes or receives or views files, photographs, information or other personal data about a living person.
- 13.2.7 Data Subject** - A living individual who is the subject of personal data. Data means information which:
- (a) Is being processed by means of equipment operating automatically in response to instructions given for that purpose.
 - (b) Is recorded with the intention that it should be processed by means of such equipment.
 - (c) Is recorded as part of a relevant filing system, or with the intention that it should form part of a relevant filing system, or;
 - (d) Does not fall within paragraph a), b) or c) but forms part of an accessible record.
- 13.2.8 Effective Date** – The date that this Agreement is signed.
- 13.2.9 Emergency Help Line** – The supplier will provide the Member with an ‘Emergency’ 24-hour telephone number for use at the Customer’s discretion. It is stressed that this service by no means replaces 999, 101 or any other emergency services number and is intended entirely as a means of contacting the Supplier outside of normal office hours.
- 13.2.10 Equipment** – Legally Licensed Radio Handsets and associated accessories.
- 13.2.11 Exclusion Zone** – The process where CCP scheme members agree to enforce an exclusion/bar of an Offender from their premise when that person has been barred from another within the Area of Operation.
- 13.2.12 Handset** – Unless otherwise stated in any subsequent Quote or Invoice, the Handset will be a Push to Talk over Cellular (POC) device.
- 13.2.13 Members** – For the purposes of CCP scheme membership, the owners of lessees of commercial premises, including their staff or agents who offer an implicit license to the public to enter their premises.
- 13.2.14 Mobile Patrol** – A Guard or Guards, either on foot or using a vehicle, who will carry out a visual inspection of the Property from the boundary, usually the roadside unless agreed otherwise, with the objective of deterring crime by their presence and reporting any observed criminal activity to the appropriate authorities. Given the nature of their duties, the Guards may observe ‘other things’, such as damage to Property or security related advice, that they feel may be useful for the Customer to be aware of but are not obliged to do so.
- 13.2.15 Offender** – A person, over the age of 14 year, who commits an illegal act or who causes problems; specifically in relation to safety of staff members and/or customers. For the purposes of Exclusion an Offender must be over the age of 18 years.



COUNTER CRIME PARTNERSHIP

- 13.2.16 Personal Data** - Information relating to a living individual, who can be identified from that information.
- 13.2.17 Premises** – The address listed in section 2 of this Agreement.
- 13.2.18 Processing** Personal Data – Processing in relation to personal data, means obtaining, recording or holding information or data or carrying out any operation in relation to the information or data, including:
- (a) Organisation, adaptation or alteration of the information or data.
 - (b) Retrieval, consultation or use of the information or data.
 - (c) Disclosure of the information or data by transmission, or otherwise making available.
 - (d) Alignment, combination, blocking, erasure or destruction of the information or data.
- 13.2.19 Service** – The service(s) to be provided by the Supplier as specified in section 5 to 11 of this Agreement.
- 13.2.20 SIA** – The Security Industry Authority.
- 13.2.21 Subject Access Request** – This is where a member of the public can request what personal data is held about them.
- 13.2.22 Subject Of Interest** – A Target Criminal or Offender.
- 13.2.23 Target Criminal** – A person whose behaviour is persistently criminal or anti-social and will include:
- (a) A person who is known, from reliable information, to be actively involved in committing or attempting to commit crime or anti-social behaviour in or near the operational area.
 - (b) A person who has been convicted within the previous 12 months of a criminal offence.
 - (c) A person living in or near the operational area who has been convicted within the previous 12 months of a criminal offence.
 - (d) Any person who has been served with an exclusion notice preventing him/her from entering any member premises.
 - (e) A person who is on bail for any criminal offence.
 - (f) A person subject to an anti-social behaviour order (ASBO) or acceptable behaviour contract (ABC).
- 13.2.24 VAT** – Value Added Tax chargeable under English Law. All listed Charges are exclusive of VAT unless otherwise stated in writing.

13.3 COMMENCEMENT & DURATION:

- 13.3.1** The Supplier shall provide the Service to the Member on the terms and condition of this Agreement.
- 13.3.2** The Supplier shall provide the Service to the Member from the Commencement Date(s) as listed in this agreement. With specific regard to Key Holding, the service shall commence from the time the Customer deposits the Keys or signs this Agreement; whichever is the earlier.
- 13.3.3** The Service supplied under this Agreement shall be supplied for a minimum period of 24 months and after that, if not renewed by means of an updated Agreement, shall continue to be supplied unless this Agreement is terminated by one the parties giving the other not less than one month's written Notice.

13.4 MEMBERSHIP OF COUNTER CRIME PARTNERSHIP (CCP)

- 13.4.1** Membership of the Counter Crime Partnership scheme is part of this agreement.
- 13.4.1.1** CCP is an initiative working with businesses and organisations, operated by the Supplier, in partnership with police and other agencies.
- 13.4.1.2** The basis of the CCP scheme is that Members have the right to protect their property, staff and customers from crime and anti-social behaviour by excluding from their premises any Offender. Members therefore have **Legitimate Interest** for processing Offenders personal data, within the area of operation, without that persons

Control Room: **(01255) 44 6000** www.countercrimepartnership.uk

61 Frinton Road | Holland-on-Sea | Essex | CO15 5UH

consent. The scheme has assessed the impact of its processing of Offenders rights and freedoms, balanced these with our own rights and concluded that Members rights prevail in this specific matter. This means that for the purpose of managing the Exclusion Zone, the scheme has lawful basis for processing Offenders personal data including, but not limited to:

- 13.4.1.2.1 Name.
- 13.4.1.2.2 Gender.
- 13.4.1.2.3 Ethnicity.
- 13.4.1.2.4 Date of Birth.
- 13.4.1.2.5 Eye colour.
- 13.4.1.2.6 Physical Build.
- 13.4.1.2.7 Alias's.
- 13.4.1.2.8 Distinctive Features.
- 13.4.1.2.9 Images of their Body.
- 13.4.1.2.10 Image of their Face, including Facial Recognition ID'ing (special category data).
- 13.4.1.2.11 Dates & Times of Incidents and Category of Incident the Offender is suspected of being involved in.
- 13.4.1.2.12 Postal Address, Email Address & Telephone Number(s) for the purpose of communicating with Offenders from time to time, for example to inform them of their Exclusion or that it has expired.
- 13.4.1.2.13 Note – No other Special Category data, such as Sexuality or Religion is recorded by the scheme.
- 13.4.1.3 Sources of Offenders Personal Data are as follows:
 - 13.4.1.3.1 Offenders – Some Offenders may voluntarily disclose information about themselves to Members.
 - 13.4.1.3.2 Members – Via the submission of Incident Reports OR replying to ID's Required posts by other Members.
 - 13.4.1.3.3 Police and/or Public Agencies – Via Briefings and compliant with Information Sharing Agreements.
- 13.4.1.4 When an Incident Report is submitted about an Offender by a Member his/her name and facial image may be shared amongst Members for 12 months. If no further Incident Report is submitted during that period, the Offenders data will be automatically withdrawn from Members at the expiry of that period. It will be retained for a further 12 months in the CCP scheme's database where it can be accessed by the Supplier. After this period the data will be irrevocably deleted.
- 13.4.1.5 SentrySIS is a strategic partner of CCP providing our secure anti-crime database, accessed by Members using an App and/or Web Portal. Members will be asked to agree to SentrySIS End User License Agreement (EULA) when accessing the system. In addition Terms & Conditions can be seen here – www.sentrysis.com/privacy-policy - Furthermore;
 - 13.4.1.5.1 Offenders Personal Data as referred to in section 12.4.1.2 is stored on SentrySIS for the purpose of preventing crime and the detection of unlawful acts. SentrySIS does not ask Subjects Of Interest for consent to process their personal data as this prejudices these purposes.
 - 13.4.1.5.2 SentrySIS users, including Police personnel, upload information about Subjects Of Interest only when that individual is reasonably suspected of crime or unlawful acts.
 - 13.4.1.5.3 The uploading of Subjects Of Interest is strictly controlled by the Member. Any Member who uploads any data which is not compliant may be subject to censorship by the CCP scheme and/or Fined by the Information Commissioners Office.
 - 13.4.1.5.4 SentrySIS Members are Data Controllers for all/any data they upload to the SentrySIS system.
 - 13.4.1.5.5 SentrySIS helps facilitate the sharing of Subjects of Interests' personal data between Members, Local Authority personnel and the Police.
- 13.4.1.6 Information and Evidence about Incidents in which an Offender has been involved will NOT be shared with Members, only the Supplier as necessary in the course of legal proceedings.
- 13.4.1.7 The Area of Operation for this CCP scheme is the **district of TENDRING**.

- 13.4.1.8** The CCP scheme requires that Members provide personal information and processes this personal data for the following purposes without the need for further consent:
- 13.4.1.8.1** To enable efficient management of the scheme including subscriptions.
 - 13.4.1.8.2** To communicate efficiently with Members by sending relevant news, alerts and documents.
 - 13.4.1.8.3** To defend and indemnify the scheme in case of any Members non-compliance with rules or protocols.
- 13.4.1.9** SentrySIS is a strategic partner of CCP, providing our secure App and Web Portal based anti-crime database. When Staff Members of Members registers with SentrySIS, those people will be asked to provide basic information about themselves to ensure that they can be identified, including the following:
- 13.4.1.9.1** Name.
 - 13.4.1.9.2** Position.
 - 13.4.1.9.3** Department.
 - 13.4.1.9.4** Work ID or Collar Number.
 - 13.4.1.9.5** Email Address.
 - 13.4.1.9.6** Telephone Number.
 - 13.4.1.9.7** Note that no Special Category information such as Sexuality or Religion will be processed.
- 13.4.1.10** The CCP scheme will retain Members personal data only for as long as they remain a Member.
- 13.4.1.10.1** In the event of CCP membership being terminated, following breach of CCP rules or by the Member, Equipment Hire may still continue without the need for a new Agreement. In this instance data will be retained until Equipment Hire comes to an end.
- 13.4.2** The Supplier is responsible for all matters concerning the management of the CCP including:
- 13.4.2.1** Every 6 months Reviewing all document relating to the management of personal data and where a revision is necessary, a new version will be created and sent to Members to certify as required.
 - 13.4.2.2** Responding to Subject Access Requests within 30 days and dealing compliantly with such requests.
 - 13.4.2.3** Managing any Report of Personal Data Breach.
 - 13.4.2.4** Organising Training for Members as required or requested.
- 13.4.3** The Supplier will determine the purposes for which and the manner in which any Personal Data is or is to be Processed.
- 13.4.4** The Supplier is part of the data controller function of the CCP and is not a data processor.
- 13.4.5** Members agree to abide by the following **Data Integrity Rules**:
- 13.4.5.1** Personal data shall be processed fairly and lawfully.
 - 13.4.5.2** Personal data shall be obtained only for one or more specified and lawful purposes and shall not be further processed in any manner incompatible with that purpose or those purposes.
 - 13.4.5.3** Personal data shall be adequate, relevant and not excessive in relation to the purpose or purposes for which they are processed.
 - 13.4.5.4** Personal data shall be accurate and, where necessary, kept up to date.
 - 13.4.5.5** Personal data processed for any purpose or purposes shall not be kept for longer than is necessary for that purpose or those purposes.
 - 13.4.5.6** Personal data shall be processed in accordance with the rights of the data subjects under this act.
 - 13.4.5.7** Data shall be kept secure.
 - 13.4.5.8** Appropriate technical and organisational measures shall be taken against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data.
 - 13.4.5.9** Personal data shall not be transferred to a country or territory outside the European Economic Area unless that country or territory ensures an adequate level of protection for the rights and freedoms of data subjects in relation to the processing of personal data.

- 13.4.5.10** Disclosure of personal data about a data subject to members of the partnership will be approved by the data controller only when it is relevant to the purposes of the partnership and it is lawful to do so. Disclosure of data to members will relate to:
- (a) The prevention and detection of crime.
 - (b) The apprehension or prosecution of offenders or suspected offenders.
 - (c) Person(s) who are identified by the partnership as target criminals.
- 13.4.5.11** Data shall not be disclosed to any non-member, unless required to do so by the law or by the order of a ruling of a court, tribunal or regulatory body. If required to do so, the member should notify the crime manager promptly, prior to making such disclosure.
- 13.4.5.12** Take appropriate security measures will be taken to ensure that personal data is kept securely in accordance with the Partnership Protocols. Members must prevent unauthorised access to or alteration to disclosure, accidental loss or destruction of personal data. This may constitute a breach of the Data Protection Act and may lead to further action.
- 13.4.5.13** Target files, photographs or other personal data will be returned to the crime manager or securely destroyed when requested to do.
- 13.4.5.14** Target files and other information will be transmitted to authorised persons only through secure channels.
- 13.4.5.15** In consideration of personal data being made available, the member undertakes the following:
- (a) To keep the data confidential at all times.
 - (b) To obtain and process data and information fairly and lawfully.
 - (c) To collate the data solely for the purposes of prevention and detection of crime, or the apprehension or prosecution of offenders.

13.5 EQUIPMENT HIRE

- 13.5.1** The Supplier will provide any or all of the following – Sales, Maintenance & Repair and Hire.
- 13.5.2** Equipment specified in this Agreement is for hire and will remain the property of the Supplier by means of Legal Title.
- 13.5.3** The Member agrees to hire the equipment listed on the attached schedule and the hire will commence from the Handover Date of the equipment.
- 13.5.4** There will be a preceding invoice for the one-off Commitment / Set-up Fee(s) which must be settled before the Handover Date is arranged.
- 12.5.5** Care of Equipment – The Member agrees to take good care of hired Equipment and to replace lost or Equipment damaged beyond fair wear and tear by paying its Full Replacement Value as listed in the below schedule:
- 12.5.1.1. TE 390 Handset | £250+VAT
 - 12.5.1.2 TE 580 Handset | £250+VAT
 - 12.5.1.3 TE 590 Handset | £300+VAT
 - 12.5.1.4 TE 6 Handset | £300+VAT
 - 12.5.1.5 TE M5 Vehicle Unit | £300+VAT
 - 12.5.1.6 TELO-CAM T2 Body-Camera | £150+VAT
 - 12.5.1.7 TELO-CAM T6 Body-Camera | £200+VAT
- 12.5.6** Suppliers Obligations:
- 12.5.6.1 The Supplier shall use reasonable endeavours to provide the Service(s) to the Member on each day during the Agreement in all material respects.
 - 12.5.6.2 In the event that the Member requires that the Supplier engage a Third-Party Contractor or in the Member's absence and not contactable by default the Supplier must act in the best interests of the Member, the

Supplier will to take reasonable steps to ensure that any costs are reasonable for the work required and call out time.

12.6 Charges & Payment:

- 12.6.1 In consideration of the provision of the Service by the Supplier the Member shall pay the Charges.
- 12.6.2 The Supplier shall invoice the Member for the Charges together with VAT (as appropriate) as specified in this Agreement.
- 12.6.3 The Member shall pay each invoice submitted by the Supplier within 30 days of receipt to a bank account nominated in writing by the Supplier.
- 12.6.4 Without prejudice to any other right or remedy, if the Member fails to pay the Supplier on or before the due date the Member shall pay interest on the overdue amount at the rate of 4% per annum above Barclays Bank Base Rate. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after Judgement.
- 12.6.5 The Member shall pay the interest together with the overdue amount; and The Supplier may suspend all Services until payment has been made in full.
- 12.6.6 All sums payable to the Supplier under the Agreement shall become due immediately on its termination, despite any other provision.

13. LIMITATION OF LIABILITY

13.1 Nothing in this Agreement limits or excludes the Supplier's liability for:

- 13.1.1 Death or personal injury caused by its negligence;
- 13.1.2 Fraud or fraudulent misrepresentation; or
- 13.1.3 Breach of the terms implied by section 2 of The Supply of Goods & Services Act 1982 (title and quiet possession) or any other liability which cannot be limited or excluded by applicable law.
- 13.1.4 The Supplier shall not be liable to the Member, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with this agreement for:
 - 13.1.4.1 Failure to prevent or report any criminal activity whatsoever that occurs at the Property at any time;
 - 13.1.4.2 Any loss suffered by the Customer as a result of failure by the Supplier to prevent or report any criminal activity at the Property;
 - 13.1.4.3 Failure to meet the performance targets listed in section 5; or
 - 13.1.4.4 Any indirect consequential loss.
- 13.1.5 The Supplier is not an Insurer and its Charges are not related to the value of the Customers Property at risk so in entering into this Agreement the Customer agrees that it is his/her responsibility to ensure that the Property has adequate Insurance Cover; including covering any person(s) entering the Property (including our Guard(s)) against personal injury.

14. TERMINATION

14.1 Without affecting any other rights or remedy available, the Supplier may terminate this agreement with the Customer immediately by giving Notice to the Customer if:

- 14.1.1 The other party fails to pay any amount due under this agreement on the due date for payment and remains in default not less than 30 days after being notified to make such a payment.



COUNTER CRIME PARTNERSHIP

- 14.1.2 The other party commits a material breach of any term of this Agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified to do so.
- 14.1.3 The Customer (being an individual) dies or by reason of illness or incapacity (whether material or physical) is incapable of managing his or her own affairs or becomes a patient under any mental health legislation.
- 14.1.4 The Supplier, in its reasonable opinion, feels that the Customer is misusing the Service, including but not limited to, inappropriate use of Emergency Phone Number.

14.2 Consequences of Termination

- 14.2.1 On termination of this Agreement the Customer shall immediately pay to the Supplier all and any of the Supplier's unpaid Invoices and interest and in respect of the Services supplied for which no invoice has been submitted, the Supplier will submit an Invoice which will be due immediately.
- 14.2.2 The Supplier will return keys forthwith providing that no invoices remain outstanding, or where appropriate, the keys will be destroyed after a period of no less than 3 months.
- 14.2.3 Termination shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to date of termination, including the right to claim damages in respect of any breach of the agreement which existed at or before termination.

15. FORCE MAJEURE

15.1 "Force Majeure Event" means any circumstances not within a parties reasonable control including without limitation:

- 15.1.1 Acts of God, for instance Flood, Drought, Earthquake or other natural disaster.
- 15.1.2 Terrorist Attack.
- 15.1.3 Any Law or action taken by the Government or Public Authority including Road Closure or Utility Failure.
- 15.1.4 If the Supplier is prevented, hindered or delayed in or from performing the Service by a Force Majeure Event, the affected party shall not be in breach of this Agreement or otherwise liable for any such failure or delay in the performance of such obligations.

16. ENTIRE AGREEMENT

16.1 This Agreement constitutes the entire agreement between the parties and supersedes/extinguishes any previous agreements, promises, assurances, warranties, responsibilities and/or understandings between them, whether written or oral, relating to this subject matter.

16.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this Agreement.

16.3 Nothing in this clause shall limit or exclude any liability for fraud.

17. THIRD PARTY RIGHTS

No one other than a party to the Agreement shall have any rights to enforce any of its terms.

Control Room: **(01255) 44 6000** www.countercrimepartnership.uk

61 Frinton Road | Holland-on-Sea | Essex | CO15 5UH

18. GOVERNING LAW

This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and in accordance with the Law of England and Wales.

19. JURISDICTION

Each party irrevocably agrees that the Courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

20. DISCLAIMER

The Customer acknowledges and accepts that the Supplier is not and does not claim to be the Police or any other law enforcement agency and the Supplier does not have and does not purport to have the same powers as the Police or agency.

21. YOUR CONSENT

By signing and submitting this Agreement I confirm that, to the best of my knowledge, that the information provided is complete, not misleading and that I have read and understood section 13 "YOUR AGREEMENT":

Sign:

Date:

22. SEND FORM TO:

Counter Crime Partnership
Offices To Rear, 61 Frinton Road
Holland-on-Sea
Essex
CO15 5UH

23. OFFICE USE:

23.5. Signed by a Director for an on behalf of CCP:

Sign:

Date: