

**Terms and Conditions of Business**  
"Proficient Security Ltd"

**1. Introduction**

- 1.1 Proficient Security Ltd ("Proficient") aims to achieve the highest possible standard for professional security services. We will always endeavour to meet all our clients' needs and hope to provide a well equipped and cost effective service.
- 1.2 An agreement between the User and Proficient will be formed immediately pending the agreed services of Proficient. The agreement will be such that the following terms and conditions of business will be adhered to at all times, should these not be followed the required service will be removed and appropriate action taken, English law governs these terms and conditions and you agree that the English Courts shall have exclusive jurisdiction to determine any matter or dispute in connection with or arising out of these terms and conditions.
- 1.3 These conditions may refer to information which we may also give you separately, for example in the Proficient literature ("Brochure") and list of charges ("List of Charges") which may change from time to time. Any reference to the list of charges is a reference to the one that is prevailing at the time. A copy of the list of charges is available from us. These details also form part of the contract between you and us.

**2. The Services**

- 2.1 Proficient provides a comprehensive list of services within the brochure. These services are provided as a guide since Proficient aims to customise its service according to each individual's requirements.

**3. Altering these Conditions and the List of Charges**

- 3.1 We may remove, change or add to these Conditions, the List of Charges, or to any details forming part of the contract between you and us by giving you at least '30 days' prior personal notice in writing:
- a. To maintain the competitiveness of our business as a whole, taking account of actual or anticipated changes in market conditions.
  - b. To provide for the introduction of new services, facilities, operations or training requirements.
  - c. To enable us to harmonise or change our charging arrangements
  - d. To reflect changes in the direct costs that we are required to pay others, or take account of inflation
  - e. To make them clearer or more favourable to you or to rectify any mistakes that might be discovered in due course.

**4. Your Responsibilities**

- 4.1 You are responsible for any instructions you give us. We will not be liable for any loss incurred as a result of carrying out your instructions provided we have not acted fraudulently, negligently or with wilful default.
- 4.2 You must notify us immediately if you are a victim of any misconduct proclaimed by working member of Proficient.
- 4.3 Should any of your details change or company polices you must inform us immediately.
- 4.4 Once we have accepted and provided services on your instructions, legally binding obligations are created and cannot be revoked.
- 4.5 We try to provide our staff with a minimum of 7 days notice before they are required to work a shift allowing an appropriate level of time for them to plan outside activities taking in to consideration that employees may have dependents. Should a member of staff be instructed by our client to work at short notice (within 5 days) they will be charged at double rate, allowing us to pay the individual double rate thereby easing the burden of inconvenience.

**5. Employees**

- 5.1 Under no circumstances should you approach any of the Proficient work forces for future employment during and up to 3 months from termination of receiving services from Proficient unless given prior authorisation from the senior management within Proficient.
- 5.2 Whilst on site any incidents of misconduct should be reported to the appropriate contract manager immediately, who will ensure such matters do not occur again.
- 5.3 Staff will uphold a professional standard in knowledge, approach and appearance at all times. Should standards slip once again the contract manager is to be informed immediately.

**6. Charges and invoice defaults**

Charges and fees etc are changed in accordance with the prevailing List of Charges as updated from time to time in accordance with Condition 3.

Proficient runs a 30 day policy on invoices; clients will have 30 days from the invoice issued date to pay the balance. We provide 30 days grace because we recognise that many businesses have a complex system for signing off and paying invoices, and that people can be on holiday, or sick, etc. It is not because we wish to operate as a bank and lend money and it should not be used as a means to obtain services when you can not afford them. As such we do not expect you to deliberately wait to the last moment you think you can send payment and still be within terms. If you do, and miss the date we will not have any sympathy with such a policy and will charge late payment penalties as the law permits under the 'Late Payment of Commercial Debts (Interest) Act 1998 as amended.

Default payments will incur a statutory compensation for late payment of £80 in addition to interest charges at 8% above base lending rates.