

1. _____
(Name of Company /Client Company)

of P.O. Box _____ Town _____

Office Telephone Number _____

Location of Registered Office _____ (Street/Road)

Hereinafter referred to as “The Client “ hereby requests TEXAS ALARMS (K) LIMITED of P.O.Box 81711 MOMBASA in the Republic of Kenya herein after referred to as “ The Company” to carry out in service as described in paragraph two under :

2. a) The Commencement date shall be the _____ day of _____ 20_____

b) The Client’s premises are situated at _____

c) The charge of Kshs. _____ Per month (payable monthly in advance)

d) The service be as follows:_____

3. Special provision about keys : Except in the case of keys for which written receipt shall have been issued by the Company, and which keys shall have been taken into custody of the Company’s employees for the purpose of and in accordance with the express requirements of this contract, the Company shall not be responsible under any circumstances whatever, whether there be negligence or not, for any loss or damage resulting from the loss of or damage to keys, and in particular for such loss as the cost of changing locks or keys. The special provision does not affect the generality of the other provisions of the Standard Conditions overleaf.

4. Subject to Clause 13 of the Standard Condition overleaf, this contract shall remain in force for a period of one (1) year from the date hereof and unless a notice of termination is given in writing by either party to the other party at least one calendar month before the expiry of the said period of one (1) year this agreement shall be deemed to have been renewed for a further period of one year on the same terms and conditions are as herein contained.

5. The charges set out above, are based upon the company’s charges ruling at the date of this contract. At any time after one month the company may increase the charges by giving to the client a notice in writing specifying the amount of the increase and a date (being a date not earlier than one month calendar month after the service of the notice) from which such increase shall be effective and payable by the client. The client may within fourteen (14) days from the date of service of the notice give to the Company one month’s notice in writing to terminate this contract if such Notice of Termination is given, the charges for the one month’s period of notice shall be the rate payable before the Company’s Notice of Increase.

6. a) The Company shall have the right to increase by 15% the amount of the charge specified herein if it is not paid within thirty days from the date of invoicing.

b) In the event that the services described in paragraph 2 above are required to perform on the Gazetted Public Holiday, the Company shall be entitled to an enhanced fee additional to the basic Charge set out in paragraph 2 above at such rate as the Company shall prescribe.

7. The Standard Conditions printed overleaf are incorporated in this contract.

Date

Client's Signature

Capacity of Signatory

ACCEPTED FOR & ON BEHALF OF THE COMPANY

Date

Authorized Officer

STANDARD CONDITIONS OF CONTRACT

IMPORTANT ADVICE TO CLIENT: By the conditions set out below, the Company and its servants or agents are first NOT TO BE LIABLE AT ALL FOR CERTAIN LOSSES AND DAMAGE: and secondly, if they are to be liable THE AMOUNT OF LIABILITY is in all circumstances LIMITED TO THE AMOUNT STATED. See that your own Insurance gives you the Insurance cover that you need.

1. **General provisions as to liability of Company:** The Company in providing services and in acting for the purposes of the contract herein will (to the extent only set out below) be responsible for any want of property care on the part of the Company itself in the selection or employment of the employees put on and in charge of such services. Subject thereto the Company shall not be responsible to the Client under any circumstances whatever for any deliberately wrongful act committed by any employee of the Company in or with reference to such services or otherwise. The Company shall so far as concerns any loss suffered by the Client through burglary, theft, fire or any other cause (to extent only set out below) be liable only if and so far such loss is caused by the sole negligence of the Company's employees acting within the course of their employment.
2. **Special Provision about Dogs :** In case of a Dog Patrol Service, the Company shall not be Responsible for any injury to a person or for any loss or damage of whatsoever nature caused or contributed to by any dog for which is for the time being upon the client's premise.
3. **Special Provision as to Notification of Claims :** The Company shall not be responsible in any circumstances or to any extent whatever, whether for breach of contract or negligence, unless written notice is received by the company as its Head Office within fifteen (15) days of the happening of the default by the Company alleged to give rise to any liability.
4. **General Provision as to the amount of liability :** If pursuant to the provision set out herein any liability on the part of the Company shall arise (whether under the express or implied terms of this contract, or at Common Law, or in any other way) to the client for any loss or damage of whatever nature arising out of or connected with the provision of, or purported provision of, or failure in provision of the service covered by this contract such liability shall be limited to the payment by the Company by way of damages of a sum :
 - a) Not exceeding Kenya Shillings Ten Thousand (Kshs.10,000/-) in respect of any One claim arising from any duty assumed by the company which involves the operation testing examination or inspection of the operational condition of any alarm machine plant or equipment or in or about the client's premises, or which involves the provision of any service not solely related to the prevention of fire or theft
 - b) Not exceeding Kenya Shillings Ten thousand (Kshs.10,000/-) for the consequences of any theft of a wheeled vehicle, its equipment and /or any goods or chattels loaded thereon.
 - c) Not exceeding a maximum of Kenya Shillings Twenty Five Thousand (Kshs.25,000/-) for the consequences of any incident (other than those provided by paragraph (a) and (b) of this condition) involving fire, theft or any other cause of liability the company under the terms thereof. And further provided that the liability of the company shall not in any

- d) circumstances exceeded the sum of Kenya Shillings Twenty Five Thousand (Kshs.25, 000/-) in respect of all and any incidents arising during any consecutive period of twelve months.
5. **Clause extending protection to servants and agents of the Company:** If there shall happen any act or default of any servant or agent of the company, which may give rise to liability in such servant or agent of the company to the client for negligence, then it is hereby expressly by the client with the company on behalf of such servant or agent and for the benefit of such servant or agent that such servant or agent shall be entitled to the protection of all the terms and conditions thereof in any claim by the client against such servant or agent (except the term relating to deliberately wrongful acts for which, as between the Client and the servant or Agent, the servant or agent shall be liable.
6. **Terms Defining and Limiting to apply in all and any circumstances:**
- ❖ The potential causes that may be caused or be alleged to be caused by the failure of the Company or its servants or agents to perform any of the acts or services, or to take any particular precaution or care (whether as a result of breach of Contract or negligence), or to avoid doing any act, are so great in proportion to the sums which can reasonably be charged hereunder by the Company, that Company and its servants or agents cannot and will not assume any liability whatever in respect of any loss or damage howsoever caused outside or beyond the express provisions of these Conditions
 - ❖ The losses that might be sustained in consequences of any negligence or breach of contract or other wrongful act whatever on the part of the Company, its servants or agents must, if the client requires such cover, be covered by Insurance to be obtained separately by the Client and the Company and its servants or agents will not provide such or any Insurance cover for the client.
 - ❖ The liabilities which the Company is willing to assume, discharge are set out above and the company will not and cannot accept liabilities beyond them. It is accordingly hereby expressly agreed by the client with the Company (for the benefit of the Company's servants or agents as foresaid) both as terms hereof and as an independent agreement made in consideration of the entry by the Company into this contract which independent agreement shall persist notwithstanding the termination of this contract by fundamental breach or otherwise that the exclusions and limitations of liability provided herein (including the provisions of condition 14 below) shall protect the Company and its servants or agents in all circumstances whatever, whether this contract or any term expressed or implied in it howsoever fundamental, be broken or repudiated and whatever the consequences of any breach of contract or repudiation and howsoever great may be the damages suffered the client, the consequences following from any negligence or breach of contract or other wrongful act whatever on the part of the Company, its servants or agents.
8. The Client undertakes that it will not during the period of subsistence of this contract, or within one year next after the termination thereof (howsoever the same may be determined) either:
- a) Knowingly offer employment in any security capacity to any person who shall be or shall have been an officer or servant of the Company during the subsistence of this contract and who has worked on service provided to the client hereunder, or
 - b) Knowingly employ any firm or company promoted, managed or controlled by such person or any business owned (whether solely or in partnership) or managed by such person which offers a similar service to be provided by the Company hereunder.
9. In the event of a strike on the clients premises, the Company's employee will not be required to carry out any additional duties of a strike –breaking nature.
10. If during terms of this contract the performance of the company's obligation hereunder would or might involve the company in conflict with a third party on a political issue or in connection with in connection with any civil dispute the Company shall be absolved from its obligations hereunder either wholly or such an extent as may be necessary to avoid such conflict (as the case may require)
11. These Standard Conditions in conjunction with the provisions overleaf:
- a) Shall constitute the entire contract between the company and the client and shall not incorporate or be deemed to incorporate the provisions of any extraneous document.
 - b) Shall supersede the provisions of any previous contract, warranty or representation made or given relating to the same services as are described in paragraph 2 overleaf.

12. No variation, extension, omission or cancellation of the express terms of these Standard Conditions or the paragraphs on the front page of this contract shall be binding upon the company unless and until it is confirmed in writing under the hand of a Director or the Secretary of the company, and, for the avoidance of doubt, it is declared that no person other than such Director or Secretary has any authority to negotiate or enter into any commitment on behalf of the company the effect of which would or might (but for this present clause) involve the company in any legal liability whatsoever.
13. The Contract may be determined by either party forewith if the other party shall commit any breach of its obligations hereunder and shall continue in such breach for seven days or if the other party (being an individual) shall commit an act of bankruptcy or (being a corporation) shall go into liquidation other than the purposes or reconstruction or amalgamation or shall suffer the appointment of a Receiver of any of his or its pro-party or income or make any deed or arrangement with or composition for the benefit of any of his or its creditors.
14. The client shall for all purposes be deemed to be and be treated as sole beneficial owner of all property the protection of which is the subject of this contract. Accordingly any other person shall in respect of any such property make any claim upon the Company its servants or agents outside or beyond the liability of the Company to the client under the terms hereof in respect of such property then the client shall indemnify the company and its servants or agents in respect of such claim and all costs thereof, provided nevertheless that if any servant or agent of the company shall have been guilty of any dishonest or criminal act (relevant to the loss or damage of the client) such servant or agent shall not be, as between himself and the client, entitled to the benefit of this indemnity.