**SECURITY SERVICES AGREEMENT**

**DATED 20\_\_**

**-BETWEEN-**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

AND

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Drawn By:-**

**CM Advocates LLP**

I & M Building, 7th Floor,

2nd Ngong Avenue

P.O. Box 22588 - 00505

**Nairobi.**

[www.cmadvocates.com](http://www.cmadvocates.com)

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**SECURITY SERVICES AGREEMENT**

This Agreement is made and entered into on the…………. day of ………………. 202\_ by and **BETWEEN**:

1. **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ LIMITED**, a limited liability company incorporated in Kenya under Certificate of Incorporation Number \_\_\_\_\_\_\_\_\_\_\_\_\_\_ and of P. O. Box \_\_\_\_\_\_ -00200, Nairobi, Kenya (hereinafter referred to as the **“Company”** which expression shall where the context so requires, include its successors in title and permitted assigns) of the one part;

AND

1. **………………………..** holder of Kenyan National Identity Number \_\_\_\_\_\_\_\_\_\_\_\_ and of Post Office Box Number \_\_\_\_\_\_\_\_\_\_ - 00\_00 Nairobi in the Republic of Kenya (hereinafter referred to as "**Client**" which shall, where the context so requires, include his/her personal representatives and permitted assigns) of the other part.

**WHEREAS:**

1. The Company is incorporated for the purpose of providing Escort Services, Alarm Services, Road Rescue Services and Emergency Back-Up Services.
2. The Company is duly licensed by all the relevant authorities to carry out the various services herein.
3. The Client has at its behest requested the Company to provide Services to it on the terms and conditions more particularly defined in this Master Services Agreement and the Service Level Agreement.
4. The Company agrees to provide the services to the Client in consideration of the Client paying the Company the invoiced amount upon the terms in the Service Level Agreement.

**NOW IN CONSIDERATION OF** the premises and the mutual covenants contained herein, the Company and Client do hereby agree as follows:

# Definitions and Interpretation

* 1. In this Agreement:
     + 1. “**Agreement”** shall mean this Master Agreement and the Service Level Agreement attached thereto;
       2. “**Date of Commencement”** means the \_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_ 202\_;
       3. **“Meeting Point”** means the location(s) at which the Company shall meet with the Client’s employees or agents to begin provision of the services;
       4. **“Period of Company’s responsibility”** means the entire period during which the Company provides the services to the Client;
       5. **“Site”** means the location(s) to which the Company shall accompany the Client’s employees or agents in the course of provision of the services;
       6. **“Term”** means the period of one (1) year from the Commencement Date;
       7. **“Working Day”** shall mean any day (other than Saturday or Sunday) on which banks are open for ordinary business in Nairobi, Kenya;
       8. “**Services**” means Escort Services, Road Rescue Services and Emergency Back-Up Services and are more particularly described in Annex 1 of the Service Level Agreement;
       9. **“Service Level Agreement”** means the service levels in relation to the provision of the Services as set out in the Service Level Agreement attached hereto.
       10. **“The unexpected Risks”** include but are not limited to:
           1. Act of God, act of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power, or loot, sack or pillage in connection therewith; and/or
           2. Ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel; and /or
           3. Radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof; and /or
           4. Pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.
           5. Strike, lock-out, traffic congestion, mechanical breakdown, condition of or obstruction of any public or private road or highway.
  2. In this Agreement, unless the context otherwise requires, any reference to:
     + 1. the singular includes the plural and *vice versa* and reference to the masculine includes a reference to the feminine gender and neuter and vice versa and words importing the whole shall be treated as including a reference to any part thereof*;*
       2. a person includes reference to a natural person, body corporate, unincorporated body, state, state agency, governmental authority or firm;
       3. any written law includes that law as amended, extended or re-enacted from time to time provided that, as between the Parties, no such amendment, extension or re-enactment shall apply for the purposes of this Agreement to the extent that it would impose any new or extended obligation, liability or restriction on, or otherwise adversely affect the rights of, any Party;
       4. any agreement or other document includes that agreement or other document as varied or replaced from time to time;
       5. a clause is to the relevant clause of this Agreement;
  3. Clause headings are inserted for convenience only and shall not affect the construction or interpretation of this Agreement.

# Commencement Duration and Termination

* + 1. This Agreement shall remain in force from the Date of Commencement until the expiry of the Term unless earlier terminated in accordance with this Agreement.

# The Company’s Obligations

* 1. To carry out the Services effectively diligently and in a timely manner using its best endeavours and for this purpose to as spelt out in the Service Level Agreement:
  2. Not to delegate or assign any duties or obligations arising under this Agreement without prior notification and approval from the Client.
  3. The Company will, at its expense, obtain and renew, in accordance with any law or regulations from time being in force, all permits, licences and authorisations required for the performance of its obligations under this Agreement. The Company shall produce to the Client on request certified copies of such permits, licences and authorisations and a failure to provide such proof will amount to a breach of this Agreement entitling the Client to terminate the Agreement.
  4. The Company shall maintain at its own expense a comprehensive policy of insurance coverage for public and contractual liability.
  5. To comply with the terms of any notice issued by The Client specifying a breach of the provisions of this Agreement and requiring the breach to be remedied so far as the Company may be capable of being remedying the breach.
  6. To treat as confidential and keep secret all information contained in the documents released to the Company or otherwise received or acquired by the Company from the Client or any other third party in the course of its obligations as set out in this Agreement or otherwise, however to this extent the Company acknowledges, agrees and understands the confidential nature of the Client’s business and that the correspondence and other documents to be released to the Company whilst discharging its obligations under this Agreement may contain confidential information about the Client and /or third parties.

# Payment

* + 1. The Client shall pay the undisputed amount recorded in invoices within thirty (30) days of the date of their receipt from the Company.

# Indemnity, Liquidity Damages and Limitation of Liability

* 1. **Indemnity**
     1. To indemnify and keep the Client indemnified at all times against any and all costs, expenses, losses, damages, claims, actions or liability whether criminal or civil, including all consequential losses or any other loss suffered by the Client, legal fees, and interest incurred by or accruing to the Client resulting from a breach of this Agreement by the Company or the negligent provision of the Services hereunder including but not limited to:
        1. Any criminal act fraud and forgery included, neglect, omission, delay or default whether deliberate or otherwise of the Company’s employees or agents caused in the execution of this agreement.
        2. Breaches in respect of any matter arising from the supply of the Services resulting in any claim against the Client by any third party.
  2. **Limitation of Liability**
     1. In the occurrence of any unexpected risks, the Company will forthwith notify the Client of any such occurrence and make necessary arrangements to ensure that the Services are not delayed by no more than half an hour from any scheduled time after notification by the Company.

# Termination

* 1. This Agreement shall terminate at the end of the term or earlier by either party giving to the other one (1) month’s notice in writing.
  2. If the payments or any part of them shall remain unpaid for a period of one month after they have become due, the Company may give seven (7) days’ notice to terminate this Agreement and unless such sum has been paid before the expiry of such notice this Agreement shall upon such expiry terminate and the Company’s obligation under it shall cease but without prejudice to the liability of the Client in respect of such or any other breach of this Agreement. Notwithstanding the above provisions, this Agreement may be determined by the Client forthwith if:
     + 1. the Company shall commit any material breach of its obligations hereunder which is not capable of remedy or which shall not have been remedied within the agreed timelines; or
       2. the material breach is repeated three (3) or more times during the Term or any extension thereof; or
       3. either party shall go into liquidation other than for the purposes of reconstruction of amalgamation, or shall suffer the appointment of a receiver of any of its property or income or make any deed or arrangements with or composition for the benefit of any of its creditors.
  3. The Client shall be entitled to terminate this Agreement immediately without prejudice to any other remedy at its disposal by giving written notice to the Company, such termination immediately effective upon the giving of such notice of termination, if:
     + 1. Any pre-contractual statements made by the Company and on which the Company has relied upon are found to have been false or misleading. For the avoidance of doubt such pre contractual statements include but are not limited to the Company’s presentation on its services to the Client;
       2. the Company is found to have been fraudulent in the course of fulfilling its obligations under this Agreement;
       3. the Company fails to meet the service levels in the Service Level Agreement;
       4. if the Kenya Government or any Kenyan court should take any decision or perform any act which and suspends makes the Client unable to perform its commitments under this Agreement;
       5. if the Company fails to perform any of its obligations and fails to remedy such failure within such time as is communicated by or agreed upon with the Client or declares that it will not be able to remedy the default within such time as may be prescribed by the Client.
  4. If a notice of termination under this Agreement is issued and it is later determined that the Company was not in default, then unless otherwise withdrawn by the Client by notice in writing such notice shall be deemed to have been given on the date it was issued.
  5. Notwithstanding termination of this Agreement for whatever reason, the parties shall be liable for all subsisting obligations accrued hereunder prior to such termination.
  6. Upon termination of this Agreement for whatever reason:
     + 1. the Client shall within thirty (30) days of such termination pay to the Company all arrears of payments and other agreed sums due under the terms of this Agreement PROVIDED THAT such arrears and other sums due, if any, shall only be payable for the period up to the date of termination of this Agreement.
       2. the Company shall immediately but not later than seven (7) days after termination of this Agreement for whatever reason, surrender to the Client all copies of confidential information, documents, materials and/or materials obtained, provided, exchanged and/or collected by the Company from and/or on behalf of the Client during the subsistence of the relationship between the Client and the Company under the provisions of this Agreement.
       3. either party shall be entitled to exercise any one or more of the rights and remedies given to it under the terms of this Agreement and the determination of this Agreement shall not affect or prejudice such rights and remedies and each party shall be and remain liable to perform all outstanding liabilities under this Agreement notwithstanding that the other may have exercised one or more of the rights and remedies against it.
       4. any right or remedy to which either party is or may become entitled under this Agreement or in consequence of the other’s conduct may be enforced from time to time separately or concurrently with any right to remedy given by this Agreement now or afterwards provided for and arising by operation of law so that such rights and remedies are not exclusive of the other or others but are cumulative.

# Miscellaneous Provisions

* 1. **Force Majeure**
     1. No delay or failure by either party shall constitute a breach or give rise to any claim for damages or loss of anticipated profits if such delay or failure is caused by force majeure. Force majeure shall mean an occurrence which is beyond and without fault or negligence of the party affected and which party is unable to prevent or provide against the exercise of reasonable diligence including, but not limited to, acts of God or of the public enemy, appropriation of confiscation of facilities, terrorists activity or other catastrophe, strike or other concerted acts of employees or other similar occurrences.
  2. **Waiver**
     1. The failure, delay, relaxation or indulgence by either party to enforce at any time or for any period any one or more of the terms or condition of this Agreement shall not be a waiver of them or the right at time subsequently to enforce all terms and conditions of this Agreement.
  3. **Notice**
     + 1. The parties select as their respective addresses, the addresses set out below for all purposes arising out of or in connection with this Agreement at which address only all processes and notices arising out of or in connection with this Agreement may be validly served upon or delivered by the Parties.

**Company:**

**Client:**

* + - 1. Any notice shall be in writing and shall either be delivered by hand or sent by prepaid registered post, facsimile or electronic mail for routine notices and communications:-
         1. If delivered by hand it shall be deemed to have been duly received by the addressee on the date of delivery;
         2. If posted by prepaid registered post it shall have been received by the addressee on the eighth business day following the date of such posting;
         3. If sent by facsimile it shall be deemed to have been served once the sender has received a receipt indicating proper transmission;
         4. If sent by email it shall be deemed to have been serviced at the time of transmission unless the sender receives a notification of non-deliver.
         5. Either party may provide changes in the above addresses by notice in writing given to the other party as aforesaid.
  1. **Variation of Service** 
     + 1. Subject to conditions of this Agreement any variation of the said service that may be required by the Client shall be subject to not less than one month’s previous notice in writing expiring on the last day of any calendar month.
       2. The charge determined above is based upon the Company’s operating costs at the date of quotation. If such costs are increased for reasons outside the control of the Company, for example but without limitation, by statutory increases in wages or allowances or the reduction of working hours as required by legislation of the Order or Regulation or Tax imposed by any other competent authority or by agreement with a recognised trade union, order to provide for such increase with immediate effect. In all other circumstances, the Company undertakes to maintain the said charge for a minimum period of twelve calendar months from the date of this contract. Thereafter, the Company shall give not less than one calendar month’s notice expiring on the last day of any calendar month in writing of its intention to increase its charge to the Client. Upon receipt of such notice, the Client may within fourteen (14) days from the date of service of such notice give to the Company not less than one (1) month’s prior notice in writing of its intention to terminate the contract.
       3. In case of any requested variation to this Agreement, the party requesting the variation shall forward a written notice of such variation request to the other party and both parties shall mutually agree as to the variation of terms in accordance with Clause 6.4.2 above. For the avoidance of doubt, variation of the Agreement includes but is not limited to price changes due to a change in scope of the Services.
  2. **Severability**
     + 1. If any provision of this Agreement shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable the invalidity or unenforceability of such provision shall not affect the other provisions of this Agreement and all provisions not affected by such invalidity or unenforceability shall remain in full force and effect.
       2. The parties hereby agree to attempt to substitute for any invalid or unenforceable provision a valid or enforceable provision, which achieves to the greatest extent possible the objectives of the invalid or unenforceable provision.
  3. **Confidentiality**
     + 1. The Company shall not at any time publish or cause to be published orally or in writing to any other person whatsoever (including to the public or any section of the public) any information concerning this Agreement or any other information of any nature whatsoever concerning the Client or any other matter regarding the internal affairs of the Client, whether such information is stated to be confidential or not, without the express written permission of the Client. The Company also undertakes to ensure that it will take all reasonable steps to enforce obligations in like form against its directors, employees, agents and representatives.
       2. The Company shall ensure that its employees, agents and/or representatives shall not, carry on agreement negotiations or enter into correspondence on behalf of the Client, or use the name of the Client in any media or printed matter, nor shall the Company or the Company’s employees, agents and/or representatives have, or purport to have, the authority to execute legal documents, enter into legal agreements or otherwise in any way bind the Client or create or incur any legally binding commitments or liabilities of any kind or nature on behalf of the Client.

# Dispute Resolution

* 1. **Good Faith Negotiations**
     1. In case of any dispute arising out of this Agreement including any question regarding its interpretation, existence, validity or termination, each party will use its best efforts to resolve the dispute by good faith negotiation within a period of Thirty (30) Business Days following notification of the dispute.
  2. **Mediation**
     + 1. If the dispute has not been settled pursuant to the Good Faith Negotiations under clause 8.1 within (30) Business Days from when the settlement discussions were instituted, any party may elect to refer the dispute to mediation. The mediation shall take place in in accordance with the Nairobi Centre for International Arbitration (Mediation) Rules, 2015.
       2. The mediator shall be appointed by mutual agreement between the Parties or in default of such agreement within five (5) days of the notification of a dispute, upon the application of either Party, by the Registrar of the Nairobi Centre for International Arbitration in accordance with the Nairobi Centre for International Arbitration (Mediation) Rules, 2015.
       3. The mediation shall take place in Nairobi and shall be conducted in accordance with the Nairobi Centre for International Arbitration (Mediation) Rules, 2015.
       4. Unless otherwise agreed, the mediation will start not later than Fourteen (14) Business Days from the date of notification of the dispute. No party may commence any court proceedings or arbitration in relation to any dispute arising out of this agreement until it has attempted to settle the dispute by mediation and the mediation has terminated.
       5. Nothing in this Agreement shall prevent or delay a Party seeking urgent injunctive or interlocutory relief in a court having jurisdiction.
  3. **Arbitration**
     + 1. If the dispute has not been settled pursuant to Good Faith Negotiations under Clause 8.1 or under Mediation under Clause 8.2 above within thirty (30) Business Days (or such longer period as may be agreed upon between the parties) from when the settlement discussions were instituted, any party may elect to commence arbitration. Such arbitration shall be referred to arbitration by a single arbitrator to be appointed by agreement between the Parties or in default of such agreement within fourteen (14) days of the notification of a dispute, upon the application of either Party, by the Chairman for the time being of the Kenya Branch of the Chartered Institute of Arbitration of the United Kingdom.
       2. Such arbitration shall be conducted in Nairobi in accordance with the Rules of Arbitration of the said Institute and subject to and in accordance with the provisions of the Arbitration Act 1995.
       3. To the extent permissible by Law, the determination of the Arbitrator shall be final, conclusive and binding upon the Parties hereto.
       4. Pending final settlement or determination of a dispute, the Parties shall continue to perform their subsisting obligations hereunder.
       5. Nothing in this Agreement shall prevent or delay a Party seeking urgent injunctive or interlocutory relief in a court having jurisdiction.

# General

* 1. No failure or delay to exercise any power, right or remedy by the Company shall operate as a waiver of that right, power or remedy and no single or partial exercise by that party of any right, power or remedy shall preclude its further exercise or the exercise of any other right, power or remedy.
  2. The rights and remedies of the Company provided in this Agreement are cumulative and not exclusive of any rights or remedies provided by law.
  3. The Parties intend that the contents of this Agreement shall be legally binding and enforceable.
  4. Each of the provisions of this Agreement is severable and distinct from the others and, if at any time one or more of these provisions is or becomes invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.
  5. No amendment or variation to this Agreement shall be effectual or binding on the parties hereto unless it is in writing and duly executed by or on behalf of the parties hereto.
  6. This Agreement may be executed in several counterparts, each of which shall be an original but all of which shall together constitute one and the same instrument.
  7. This Agreement constitutes the whole Agreement between the parties hereto in relation to the subject matter of this Agreement and no variations thereof shall be effective unless made in writing and signed by all the parties. This Agreement supersedes and replaces any Agreement whatsoever that may have subsisted between the parties hereto in any way relating to the subject matter.
  8. The construction, validity and performance of this Agreement shall be governed by and construed in accordance with the laws of Kenya and the parties hereby agree to submit to the jurisdiction of the Kenyan courts.
  9. Each of the parties hereby agrees and confirms for the purposes of the Law of Contract Act (Chapter 23, Laws of Kenya) and the Companies Act that it has executed this Agreement with the intention to bind itself to the contents hereof.

**IN WITNESS** **WHEREOF** this Agreement has been duly executed the year and date first hereinabove written:

**SIGNED** on behalf of **\_\_\_\_\_\_\_\_\_\_\_** ]

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ LIMITED** ]

by: ]

]

Director ] ……………………..

]

**In the presence of** ]

]

**Witness** ] Signature: ……………………………..

] Name: ……………………………..

] Date: ……………………………..

**SIGNED** by ] **…………………………**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_]

]

in the presence of: ]

]

**Witness** ] Signature: ……………………………..

] Name: ……………………………..

] Date: …………………………….

**Drawn By:-**

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