

# Night Cover Security – Terms & Conditions

## 1. Introduction

These Terms & Conditions govern the provision of security services by Night Cover Security Ltd and apply to all our clients unless otherwise agreed in writing. By engaging our services, the Client agrees to be bound by these terms.

## 2. Definitions

- 'Company' means Night Cover Security Ltd.
- 'Client' means the person or firm who agrees to purchase services from the Company.
- 'Services' includes but is not limited to manned guarding, mobile patrols, drone surveillance, dog handling, and any additional security solutions provided.
- 'Agreement' refers to the accepted quotation, schedule, purchase order, or written confirmation together with these Terms & Conditions.

## 3. Scope of Services

Services will be provided as per the agreed specification, quotation, or schedule. The Company will perform services with reasonable care, skill, and in compliance with the Supply of Goods and Services Act 1982. Any changes to scope must be mutually documented and agreed in writing.

## 4. Duration & Termination

For ongoing or permanent services, the Agreement remains valid for a minimum term of 12 months unless otherwise agreed in writing. Post the initial term, either party may terminate the Agreement with 90 days' written notice, unless an alternate notice period is specified. Immediate termination is allowed for breach or serious misconduct.

## 5. Charges & Payment Terms

Services will be billed as outlined in the quotation or schedule. For annual contracts, billing may be split into monthly installments. Additional services outside of the agreed scope will be billed separately, typically retrospectively. Invoices are due within 30 days of issue unless otherwise agreed.

## 6. Client Obligations

The Client must provide suitable shelter, amenities (lighting, water, rest area), and access for personnel on-site. Any health and safety or operational instructions must be communicated clearly. The Client indemnifies the Company for liabilities arising directly from access issues or miscommunication.

## 7. Liability & Indemnification

The Company shall not be liable for loss or damage beyond typical insurance coverage. Neither party will be responsible for indirect or consequential losses. The Client shall indemnify the Company from legal claims arising from Client-supplied instructions or site conditions.

## 8. Confidentiality

Both parties agree not to disclose sensitive or confidential information obtained under this Agreement without prior written consent, except as required by law.

## **9. Data Protection & Privacy**

The Company will handle all personal data in compliance with the UK General Data Protection Regulation (UK GDPR) and the Data Protection Act 2018. Drone surveillance and video recording will be conducted in accordance with applicable privacy and data protection laws.

## **10. Drone & Specialist Equipment Use**

The Company will operate drones, CCTV, and other specialist equipment in compliance with Civil Aviation Authority (CAA) regulations and relevant UK law. All operators will be trained and licensed where required.

## **11. Force Majeure**

The Company shall not be liable for delays or failures in performance due to events beyond its reasonable control, including but not limited to strikes, extreme weather, acts of God, or government actions.

## **12. Governing Law**

This Agreement shall be governed by and interpreted under the laws of England and Wales, and any disputes shall be subject to the exclusive jurisdiction of English courts.