

**CONTRACT AGREEMENT FOR PROVISION
OF
SECURITY SERVICES**

BETWEEN

.....

AND

ADVANCED SECURITY COMPANY LTD

P.O BOX 5820

DAR ES SALAAM-TANZANIA

Landline No: +255 22 2774258

Fax. +255 22 2773541

E-Mail: info@advancedsecurity.co.tz

CONTRACT AGREEMENT

Made and entered on.....day of20.....

BETWEEN

Advanced Security CO. LTD registered in Tanzania under the company’s ordinance act no. 212 of 2002 (hereinafter referred to as company) on one part

AND

.....

of P.O. Box

(Her in after referred as the customer) on the other part.

WHEREAS the customers is desirous of hiring the services of the company in respect of provision of the security services for its premises (location) and properties of the customer, the location of which the customer shall indicate and approve in writing.

WHEREAS the customers engages and accepts the services at the company to provide (equipment) security service with reasonable skills, care and diligence in the performance of the services under this agreement and shall carry out all their responsibilities in the accordance with professional matter by using sober, and alert guards to perform the duty of providing security services.

AND WHEREAS the customer appoints the company to carry out physical services to the premises, properties, and facilities thereon (physical survey of the particulars and survey made by the company) shall be the basic for determining the number of guards, rates, and any other charges to be paid by the customer.

THIS AGREEMENT WITNESSES THAT, THE TWO PARTIES HEREBY AGREE AS FOLLOWS:

1.0 ENGAGEMENT

- a. The customer hereby engages the services of the company and the company accepts the engagement to provide security services for customer's properties /premises located

at.....in.....

District.....Region and any other locations which the customer shall indicate and approve in writing to be attached hereto and form an integral part hereof from time to time.

- b. This agreement shall commence on the.....day of.....and continue for the period ofup to theday of.....at the end of which continuance of the agreement is subject to renewal by each part giving notice of not less than thirty (30) days. The contract will automatically renew itself in case of no notification to end the agreement is received.
- c. The company shall guard the customer's properties / premises with reasonable skill and expertise and in case of any complaints by the customer with regards to company's guards to any incidence within the area to be guarded must be reported, in writing to the company not later than 24 hours from the occurrence of such incidence.

2.0 LIABILITY OF THE CONTRACTOR:

- a. In the event of loss, theft, damage or burglary in the course of the provision of the service (thereinafter called **ADVANCED SECURITY CO. LTD** shall upon the result of investigation compensate for the loss to be held by the guard (s) provided always that the contract will cooperate with the contractor in reporting such events to the police.
- b. The company shall deploy a total number of.....guard /guards at the charges agree up on by the parties see no. 2.0. therefore the company hereby undertakes to provide security services in order to protect the customer's properties / premises for.....shift /shifts of twelve hours per shift.(12 hours of day shift and 12hours of night shift)
- c. Apart from the agreed security services provision emergency and sensitive services may be provided by the company upon been requested by the customer and such services shall attract special rates, including daily rates to be agreed in writing between the parties before such development is made.

- d. Rotation basis to the guard will be maintained by the company and will be indicated in the security provisioning roster.

3.0 CONSIDERATION:

- a. In consideration of the performance of the company’s terms and conditions herein specified as follows that the customer agrees to pay:-

TShs (in words)

(in figures).....per guard/guards per month;

TShs (in words)

(in figures).....per light firearm per month.

Total amount payable

TShs(in words)

(in figures).....monthly

- b. In default of payment on the part 3 (a) of prepayments rendered by the company and upon exhaust of the commitment fee of the customer the company shall demand its dues to be made in full including payments of an interest on the sum due and at a rate to be approved by a court of law.
- c. The company shall be entitled to review service charges in compliance to the national budgetary obligation should that be within the period of this contract.

4.0 FORCE MAJEURE

- a. None of the parties shall be held liable for failure to perform any of its obligation under any acceptance order if such failure to is caused by or arises as a result of an event of force majeure including, but not limited to fire, flood, lighting , civil unrest, natural calamities and acts of governmental or military authorities.
- b. In the event of a force majeure both parties shall use all reasonable endeavors to minimize the effects of the force majeure.

5.0 WARRANT

As the company does not act as an insurer of the customer property, except safety and secure during guard, the customer is advised to provide his/her own insurance policy e.g. fire insurance, etc

6.0 TERM

Subject to clause 1.2 hereof this agreement shall remain in Force for the period of.....months from the commencement date and shall continue, thereafter, until terminated by either party by giving notice in writing after which each party will be discharged from this agreement without prejudice to rights and benefits accrued.

7.0 CLOSE

The first payment shall be made on the date of the beginning of the period specified above. Then the company shall invoice the amount covering service of every particular month on the 20th date of every month and the client shall make payment after 7th days of every particular month of the respective invoice to the company.

8.0 DANGEROUS PREMISES

If in the reasonable opinions of the company any circumstances render or have rendered the premises dangerous to any of the company employees or contractors, the company may suspend the service until the conditions are rectified to the satisfaction of the company.

The customer shall permit the company to affix to the premises such plates or other marks as company may consider necessary to indicate that the service is by the company.

9.0 VARIATION

No variation, extension, omission or cancellation of the express of this agreement shall be binding upon the company, unless confirmed in writing under the hand of a Director or some other officer on duty authorized in writing of the company and the customer acknowledge that no person other than such.

10.0 SUB-CONTRACTING SECURITY FIRM

The customer shall not during the continuance of this contract engage other security firm or society (sub-contract) to provide similar services to those contracted hereunder in respect of the same premises and property.

11.0 NOTICE AND TERMINATION

All notice, consent and the like given under this agreement shall be delivered or recorded to be delivered by Post addressed to the other party as such party shall have designated in writing and such notice and consents (notice) shall be deemed to have been given or delivered; if delivered at the 5th day following the date of posting if sent by registered mail or recorded delivered, the company shall be entitled / subjected and in addition to clause no 5 of this agreement to terminate the agreement by either party giving one calendar month written notice (termination) in case of the following events:-

- a. If the customer shall go into liquidation (save for the purpose of reconstruction or amalgamation).
- b. If any material changes shall occur in the ownership of business of the customer. In case the customer terminates the agreement the company shall be entitled to one month payment terms of notice.

12.0 GOVERNING LAW

Interpretation and performance of this agreement shall be governed by the Law of Contract Act revised Edition 2002 cap 345 the laws of the “United Republic of Tanzania”.

13.0 DECLARATION

For due and faithfully, performance and fulfillment of this agreement and every party thereto do hereby bind our person and property of every description according to law.

14.0 ARBITRATION

In the event of any dispute or differences arising out of or relating to this agreement the parties shall use their best endeavors to settle such disputes or differences amicably to this effect they shall consult and negotiate with each other in good faith and understanding or their mutual interests to reach an equitable solution satisfactory to both parties. If they do not reach to a solution, in a period of three days then the disputes or differences shall be referred to single arbitrator in accordance with the arbitration ordinance.

IN WITNES WHEREOF the parties hereto have either executed these and present in the presence of their witnesses or caused their seals to be affixed hereto in the presence of their witnesses as indicated below:

SIGNED AND SEALED with common seal/stamp of
ADVANCED SECURITY COMPANY LTD

This:.....

Name:.....

Signature:.....

Postal address:.....
.....

Qualification:.....

THE CLIENT'S DETAILS

Name.....

Signature:.....

Postal address:.....

Qualification:.....

Made this.....day of.....

COMON SEAL/STAMP OFTHE CLIENT