



Standard Terms and Conditions

Sales

Business Management System

Date: 26 October 2026

ASL-011 V4.0

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1. Application and Entire Agreement

1.1. Terms and Conditions

- 1.1.1. Unless otherwise stated on the Purchase Order or contract Agreement, these Terms and Conditions apply to the provision of the services detailed in **our** quotation (Services) by **Airport Safeguarding Limited**. The company is registered in England and Wales under number 13094419 whose registered offices are at Mynarski Suite, Terminal, Teesside International Airport, Darlington, DL2 1LU, United Kingdom (**we, our or us**) to the person buying the services (**you or your**).
- 1.1.2. **You** are deemed to have accepted these Terms and Conditions when **you** accept **our** quotation or from the date of **our** notification of any performance of the Services (whichever happens earlier). These Terms and Conditions and **our** quotation (the Contract) are the entire agreement between **us**.
- 1.1.3. **You** acknowledge that **you** have not relied on any statement, promise or representation made or given by or on **our** behalf. These Conditions apply to the Contract to the exclusion of any other terms that **you** try to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

1.2. Interpretation

- 1.2.1. A "**Business Day**" means any day other than a Saturday, Sunday or bank holiday in England and Wales.
- 1.2.2. "**Cyber Security Incident**" means the loss or unauthorised destruction, alteration, disclosure of, access to, or control of a Digital Environment.
- 1.2.3. "**Cyber Security**" means technologies, processes, procedures and controls that are designed to protect Digital Environments from Cyber Security Incidents.
- 1.2.4. "**Digital Environment**" means information technology systems, operational technology systems, networks, internet-enabled applications or devices and the data contained within such systems.
- 1.2.5. "**RPI**" means the Retail Price index, which is the index of retail prices compiled by the UK Office for National Statistics.
- 1.2.6. Words imparting the singular number shall include the plural and vice-versa.

1.3. Services

- 1.3.1. **We** warrant that **we** will use reasonable care and skill in **our** performance of the Services which will comply with **our** quotation, including any specification in all material respects. **We** can make any changes to the Services which are necessary to comply with any applicable law or safety requirement, and **we** will notify **you** if this is necessary.



- 1.3.2. **We** will use **our** reasonable endeavours to complete the performance of the Services within the time agreed or as set out in **our** quotation; however, time shall not be of the essence in the performance of **our** obligations.
- 1.3.3. All of these Terms and Conditions apply to the supply of any goods as well as Services unless **we** specify otherwise in **our** written quotation.
- 1.3.4. **Our** quotation is only capable of acceptance with these Standard Terms and Conditions unless otherwise stated in the 'General Conditions'.
- 1.3.5. If **you** reference alternative Terms and Conditions to those in the 'General Conditions', at our sole discretion we may either amend or withdraw our quotation.

1.4. Your Obligations

- 1.4.1. **You** shall obtain any permissions, consents, licences or otherwise that **we** need and shall give **us** with access to any and all relevant information, materials, properties and any other matters which **we** need to provide the Services. This includes the Customer Dependencies in **our** quotations.
- 1.4.2. If **you** do not comply with clause 1.4.1, **we** can terminate the Services.
- 1.4.3. **We** are not liable for any delay or failure to provide the Services if this is caused by **your** failure to comply with the provisions of this section (**Your** obligations 1.4).
- 1.4.4. Unless otherwise stated in **our** quotation only a single review cycle for all document types is included. Further reviews shall be charged at **our** Standard Hourly Rate as varied from time-to-time. Unless otherwise agreed, **you** shall collate **your** review responses into a single submission to us.
- 1.4.5. Unless otherwise stated in **our** quotation **your** document review comments shall be returned to **us** within 10 Business Days or the document shall be deemed accepted.

1.5. Fees

- 1.5.1. The fees (Fees) for the Services are set out in **our** quotation.
- 1.5.2. In addition to the Fees, unless stated otherwise in **our** quotation **we** can recover from **you**:
- Reasonable incidental expenses including, but not limited to, travelling expenses, hotel costs, subsistence and any associated expenses including administration fees.
 - The cost of services provided by third parties and required by **us** for the performance of the Services; and
 - The cost of any materials required for the provision of the Services.
- 1.5.3. **You** shall pay **us** for any additional services provided by **us** that are not specified in our quotation in accordance with **our** then current, applicable Standard Daily Rate in effect at the time of performance or such other rate as may be agreed **between us**. The provisions of clause 1.5.2 also apply to these additional services.



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- 1.5.4. The Fees are exclusive of any applicable Value Added Tax (VAT) and other taxes or levies which are imposed or charged by any competent authority.
- 1.5.5. **Our** Fees for remaining work shall increase by **RPI** on the anniversary of **us** accepting a Purchase Order/intent to proceed.
- 1.5.6. If **our** fees are quoted in currencies other than Great British Pounds, unless otherwise agreed by both **Parties**, the Fee will be recalculated if the HM Revenue & Customs approved exchange rate varies by more than 3% from the day of **our** acceptance.

1.6. Cancellation and Amendment

- 1.6.1. **We** can withdraw, cancel, or amend a quotation if it has not been accepted by **you**.
- 1.6.2. If **you** want to amend any details of the contracted Services, **you** shall tell **us** in writing as soon as possible. **We** will use reasonable endeavours to make any required changes and additional costs will be included in the Fees and invoiced to **you**.
- 1.6.3. If, due to circumstances beyond **our** control, including those set out in the clause below (Circumstances beyond a party's control), **we** must make any change in the Services or how they are provided, **we** will notify **you** immediately. **We** will use reasonable endeavours to keep any such changes to a minimum.

1.7. Payment

- 1.7.1. **We** will invoice **you** for payment of the Fees either:
- when **we** have completed the Services; or
 - as set out in the Payment section of **our** quote.
- 1.7.2. **You** shall pay the Fees due within 30 days after the date of **our** invoice unless otherwise stated in **our** quotation; or otherwise in accordance with any credit terms agreed between **us**.
- 1.7.3. Time for payment shall be of the essence of the Contract.
- 1.7.4. Without limiting any other right or remedy **we** have for statutory interest, if **you** do not pay within the period set out above, **we** will charge **you** interest at the rate of 4% per annum above the base lending rate of the Bank of England from time to time on the amount outstanding until payment is received in full.
- 1.7.5. All payments due under these Terms and Conditions shall be made in full without any deduction or withholding except as required by law and neither **you** nor **we** can assert any credit, set-off or counterclaim against the other in order to justify withholding payment of any such amount in whole or in part.
- 1.7.6. If **you** do not pay within the period set out above, **we** can suspend any further provision of the Services and cancel any future services which have been ordered by, or otherwise arranged with, **you**.



- 1.7.7. Receipts for payment will be issued by **us** only at **your** request.
- 1.7.8. All payments shall be made in British Pounds Sterling unless stated otherwise in **our** quotation or agreed in writing between **us**.

1.8. Sub-Contracting and Assignment

- 1.8.1. **We** can at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of **our** rights under these Terms and Conditions and can subcontract or delegate in any manner any or all **our** obligations to any third party.
- 1.8.2. **You** shall not, without **our** prior written consent, novate, assign, transfer, charge, subcontract or deal in any other manner with all or any of **your** rights or obligations under these Terms and Conditions.

1.9. Termination

- 1.9.1. **We** can terminate the provision of the Services immediately if **you**:
- commit a material breach of **your** obligations under these Terms and Conditions; or
 - fail to make payment of any amount due under the Contract on the due date for payment; or
 - are or become or, in **our** reasonable opinion, are about to become, the subject of a bankruptcy order or take advantage of any other statutory provision for the relief of insolvent debtor; or
 - enter into a voluntary arrangement under Part 1 of the Insolvency Act 1986, or any other scheme or arrangement is made with its creditors; or
 - convene any meeting of **your** creditors, enter into voluntary or compulsory liquidation, have a receiver, manager, administrator or administrative receiver appointed in respect of **your** assets or undertakings or any part of them, any documents are filed with the court for the appointment of an administrator in respect of **you**, notice of intention to appoint an administrator is given by **you** or any of **your** directors or by a qualifying floating charge holder (as defined in para. 14 of Schedule B1 of the Insolvency Act 1986), a resolution is passed or petition presented to any court for **your** winding up or for the granting of an administration order in respect of **you**, or any proceedings are commenced relating to **your** insolvency or possible insolvency.
- 1.9.2. **We** shall be paid for the services provided up to the date of **our** notification of termination under Clause 1.9.
- 1.9.3. Unless stated otherwise on **our** quotation, the contract shall terminate the earlier of 10 months from **us** accepting **your** Purchase Order/instruction to proceed, or one month after delivery of the Deliverables in **our** quote.
- 1.9.4. **Our** quotes are based on a continuous programme of work. Unless otherwise stated in **our** quotation, a maximum gap of 20 Business Days is permitted between Tasks. Gaps of greater than 20 Business Days caused by you failing to respond to a reasonable request may result in **us** claiming additional costs from **you** and relief on **your** delivery timescales.



1.10. Suspension

- 1.10.1. If **you** delay payment of any sum due, **we** shall be entitled to, without prejudice to any other right or remedy, suspend performance of any or all of our obligations under the Contract by giving 5 days' notice. Suspension shall remain until payment is received by us for all works completed up to the date of suspension.
- 1.10.2. If suspension lasts for 60 Business Days or more **we** shall have the right to terminate the contract and claim payment by **you** for work undertaken by **us** up to the date of suspension.
- 1.10.3. If suspension last for less than 60 Business Days the cost of **us** restarting the work shall be added to the contract fee by **you** and invoiced by **us**.

1.11. Intellectual Property

- 1.11.1. **We** reserve all copyright and any other intellectual property rights which may subsist in any goods supplied in connection with the provision of the Services. **We** reserve the right to take any appropriate action to restrain or prevent the infringement of such intellectual property rights.
- 1.11.2. **You** shall indemnify us against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred or paid by us arising out of or in connection with any claim brought against us for actual or alleged infringement of a third party's Intellectual Property Rights arising out of, or in connection with, the receipt, use or supply of **your** documents, data or other material.

1.12. Risk and Title

- 1.12.1. 'Goods' shall mean any goods (including any or parts of them). For avoidance of doubt this shall include reports, assessments, and other material in electronic form.
- 1.12.2. 'Company' shall mean **your** company and companies that share a holding company or subsidiary relationship.
- 1.12.3. **You** shall be deemed to have accepted the Goods 2 **Business Days** after delivery to **you**.
- 1.12.4. **You** shall carry out a thorough inspection of the Goods within 2 **Business Days** of delivery and shall give written notification to the Seller within 5 **Business Days** of delivery of the Goods of any defects which a reasonable examination would have revealed.
- 1.12.5. Where **you** have accepted, or has been deemed to have accepted, the Goods **you** shall not be entitled to reject Goods which are not in accordance with the contract.
- 1.12.6. Upon delivery by **us**, **you** shall have **twenty (20)** working days (hereinafter the "**Acceptance Period**") within which to check the delivery and request any changes or corrections to the delivery. In the event that **you** request any changes or corrections to the delivery, a period of **twenty (20)** working days will be granted to **us** to modify the delivery in accordance with



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your requested changes or corrections and **we** will deliver the final delivery within the above period. **Your** final acceptance of the delivery shall be given within ten (10) working days after the completion by **us** of any changes or corrections requested **you** (hereinafter “**Date of final Customer approval of the delivery**”). For the avoidance of doubt, **your** failure to request changes or corrections within the Acceptance Period shall result in the end of the Acceptance Period being the Date of final Customer approval of the delivery.

1.12.7. Risk of damage to or loss of the Goods shall pass to **you**:

- in the case of Goods to be delivered at **our** premises, at the time when **we** notify **you** that the Goods are available for collection; or
- in the case of Goods to be delivered otherwise than our premises, at the time of delivery or, if **you** wrongfully fail to take delivery of the Goods, the time when **we** have tendered delivery of the Goods.
- in respect of deliveries made in accordance with the above and notwithstanding any other provision contained in these Conditions, a transportation insurance policy shall be taken only at **your** written request and at **your** expense.

1.12.8. Ownership of the Goods shall not pass to **you** until **we** receive in full (in cash or cleared funds) all sums due to it in respect of:

- the Goods; and
- all other sums which are, or which become due to **us** from **you** on any account.

1.12.9. Until ownership of the Goods has passed to **you**, **you** shall:

- hold the Goods on a fiduciary basis as **our** bailee on an ordinary basis;
- store each consignment of the Goods (at no cost to **us**) separately from all other goods purchased from **us** and those of **you** or any third party in such a way that they remain readily identifiable as **our** property;
- not remove, destroy, deface or obscure any identifying mark or packaging on or relating to the Goods; and
- maintain the Goods in satisfactory condition and keep them insured on **our** behalf for their full price against all risks to **our** reasonable satisfaction. On request **you** shall provide the policy of insurance to **us**.

1.12.10. **You** may not resell or benefit from the Goods until **you** have ownership of them.

1.12.11. **Your** right to possession of the Goods shall terminate immediately if:

- **You** have a bankruptcy order made against **you** or makes an arrangement or composition with his creditors, or otherwise takes the benefit of any statutory provision for the time being in force for the relief of insolvent debtors, or (being a body corporate) convenes a meeting of creditors (whether formal or informal), or enters into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation, or has a receiver and/or manager, administrator or administrative receiver appointed of its undertaking or any part thereof, or documents are filed with the court for the appointment of an administrator or notice of intention to appoint an administrator is given by **you** or its directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the



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Insolvency Act 1986), or a resolution is passed or a petition presented to any court for the winding-up of **your** company or for the granting of an administration order in respect of **your** company, or any proceedings are commenced relating to the insolvency or possible insolvency of **your** company; or

you suffer or allows any execution, whether legal or equitable, to be levied on his/its property or obtained against **you/it**, or fails to observe or perform any of his/its obligations under the Contract or any other contract **between you and us**, or is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or **you** ceases to trade; or **you** encumber or in any way charges any of the Goods.

- 1.12.12. **We** shall be entitled to recover payment for the Goods or the Services notwithstanding that ownership of any of the Goods has not passed from **us**.
- 1.12.13. **You** grant **us, our** agents, and employees an irrevocable licence at any time to enter any premises where the Goods are or may be stored in order to inspect them, or, where **your** right to possession has terminated, to recover them.
- 1.12.14. Where **we** are unable to determine whether any Goods are the goods in respect of which **your** right to possession has terminated, **you** shall be deemed to have sold all goods of the kind sold by **us** to **you** in the order in which they **were** invoiced to **you**.
- 1.12.15. On termination of the Contract, howsoever caused, **our** (but not **your**) rights contained in this condition shall remain in effect.

1.13. Liability and Indemnity

- 1.13.1. **Our** liability under these Terms and Conditions, and in breach of statutory duty, and in tort or misrepresentation or otherwise, shall be limited as set out in this clause.
- 1.13.2. The total amount of **our** liability is limited to the total amount of Fees payable by **you** under the Contract.
- 1.13.3. **We** are not liable (whether caused by **our** employees, agents or otherwise) in connection with **our** provision of the Services or the performance of any of **our** other obligations under these Terms and Conditions or the quotation for:
- any indirect, special or consequential loss, damage, costs, or expenses or;
 - any loss of profits; loss of anticipated profits; loss of business; loss of data; loss of reputation or goodwill; business interruption; or, other third-party claims; or
 - any failure to perform any of **our** obligations if such delay or failure is due to any cause beyond **our** reasonable control; or
 - any losses caused directly or indirectly by any failure or **your** breach in relation to **your** obligations; or
 - any losses arising directly or indirectly from the choice of Services and how they will meet **your** requirements or **your** use of the Services or any goods supplied in connection with the Services.
- 1.13.4. **You** shall indemnify **us** against all damages, costs, claims and expenses suffered by **us** arising from any loss or damage to any equipment (including that belonging to third parties) caused by **you** or **your** agents or employees.



- 1.13.5. Nothing in these Terms and Conditions shall limit or exclude **our** liability for death or personal injury caused by **our** negligence, or for any fraudulent misrepresentation, or for any other matters for which it would be unlawful to exclude or limit liability.

1.14. Cyber Security

- 1.14.1. In this Clause the following terms shall mean:

(a) Each Party shall:

(i) implement appropriate Cyber Security measures and systems and otherwise use reasonable endeavours to maintain its Cyber Security;

(ii) have in place appropriate plans and procedures to allow it to respond efficiently and effectively to a Cyber Security Incident; and

(iii) regularly review its Cyber Security arrangements to verify its application in practice and maintain and keep records evidencing the same.

(b) Each Party shall use reasonable endeavours to ensure that any third party providing services on its behalf in connection with this Contract complies with the terms of subclause: (a)(i)-(iii).

(c) If a Party becomes aware of a Cyber Security Incident which affects or is likely to affect either Party's Cyber Security, it shall promptly notify the other Party.

(i) If the Cyber Security Incident is within the Digital Environment of one of the Parties, that Party shall:

(1) promptly take all steps reasonably necessary to mitigate and/or resolve the Cyber Security Incident; and

(2) as soon as reasonably practicable, but no later than 12 hours after the original notification, provide the other Party with details of how it may be contacted and any information it may have which may assist the other Party in mitigating and/or preventing any effects of the Cyber Security Incident.

(ii) Each Party shall share with the other Party any information that subsequently becomes available to it which may assist the other Party in mitigating and/or preventing any effects of the Cyber Security Incident.

(d) Each Party's liability for a breach or series of breaches of this Clause shall never exceed the total liability in Clause 1.13, unless same is proved to have resulted solely from the gross negligence or wilful misconduct of such Party.

1.15. Data Protection

- 1.15.1. When supplying the Services to a Customer, **we** may gain access to and/or acquire the ability to transfer, store or process **your** personal data of employees.



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- 1.15.2. The parties agree that where such processing of personal data takes place, **you** shall be the 'data controller' and **we** shall be the 'data processor' as defined in the General Data Protection Regulation (GDPR) as may be amended, extended and/or re-enacted from time to time.
- 1.15.3. For the avoidance of doubt, 'Personal Data', 'Processing', 'Data Controller', 'Data Processor' and 'Data Subject' shall have the same meaning as in the GDPR.
- 1.15.4. **We** shall only Process Personal Data to the extent reasonably required to enable it to supply the Services in **our** quotation and these terms and conditions or as requested by and agreed with **you**. **We** shall not retain any Personal Data longer than necessary for the Processing and refrain from Processing any Personal Data for its own or for any third party's purposes.
- 1.15.5. **We** shall not disclose Personal Data to any third parties other than employees, directors, agents, sub-contractors, or advisors on a strict need to know basis and only under the same (or more extensive) conditions as set out in these terms and conditions or to the extent required by applicable legislation and/or regulations.
- 1.15.6. **We** shall implement and maintain technical and organisational security measures as are required to protect Personal Data that **we** process on behalf of **you**.
- 1.15.7. **We** shall not transfer any personal data outside of the European Economic Area unless the transferor:
- I. complies with the provisions of Article 26 of the GDPR (in the event the third party is a joint controller); and
 - II. ensures that
 - a. the transfer is to a country approved by the European Commission as providing adequate protection pursuant to Article 45 of the GDPR;
 - b. there are appropriate safeguards in place pursuant to Article 46 of the GDPR; or
 - c. one of the derogations for specific situations in Article 49 of the GDPR applies to the transfer.
- 1.15.8. **You** and **we** shall provide:
- I. reasonable assistance to the other in complying with all applicable requirements of the Data Protection Legislation.
 - II. On request, contact details of at least one employee as point of contact and responsible manager for all issues arising out of the Data Protection Legislation.
- 1.15.9. **We** have further information about **our** approach to data protection in **our** Data Protection Policy, available on **our** website. For any enquiries or complaints regarding data privacy, **you** can contact Service Quality and Compliance Officer at the following e-mail address: info@airportsafeguarding.co.uk



1.16. Circumstances Beyond a Party's Control

- 1.16.1. Neither **you** or **we** are liable for any failure or delay in performing obligations where such failure or delay results from any cause that is beyond the reasonable control of that party. Such causes include, but are not limited to power failure, Internet failure, industrial action, civil unrest, epidemic or plague, acts of terrorism, acts of war, governmental action, loss or suspension of CAA Approval as an Instrument Flight Design Organisation or any other event that is beyond the control of the party in question. If the delay continues for a period of 60 **Business Days**, either **you** or **we** may terminate or cancel the Services to be carried out under these Standard Terms and Conditions.

1.17. Communications

- 1.17.1. All notices under these Terms and Conditions shall be in writing and signed by, or on behalf of, the party giving notice (or a duly authorised officer of that party).
- 1.17.2. Notices shall be deemed to have been duly given:
- I. when delivered, if delivered by courier or other messenger (including registered mail) during the normal business hours of the recipient.
 - II. when sent, if transmitted by email and a successful transmission report or return receipt is generated.
 - III. on the fifth **Business Day** following mailing, if mailed by national ordinary mail; or
 - IV. on the tenth **Business Day** following mailing, if mailed by airmail.
- 1.17.3. All notices under these Standard Terms and Conditions shall be addressed to the most recent address, email address notified to the other party.

1.18. No Waiver

- 1.18.1. No delay, act or omission by a party in exercising any right or remedy will be deemed a waiver of that, or any other, right or remedy nor stop further exercise of any other right, or remedy.

1.19. Severance

- 1.19.1. If one or more of these Standard Terms and Conditions is found to be unlawful, invalid or otherwise unenforceable, that / those provisions will be deemed severed from the remainder of these Standard Terms and Conditions (which will remain valid and enforceable).

1.20. Law and jurisdiction

- 1.20.1. This Agreement shall be governed by and interpreted according to the law of England and all disputes arising under the Agreement (including non-contractual disputes or claims) shall be subject to the exclusive jurisdiction of the English courts.



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