Close Protection Bodyguards

Provider panel agreement

Between Next Era Digital Limited, trading as Close Protection Bodyguards, and the close protection provider named below.

This is the whole agreement between us about introductions. It is written in plain English so that the people who run it day to day can read it. In it, **we** and **us** mean Next Era Digital Limited, **the Provider** means the security company or self-employed close protection officer named in the key terms, and **the platform** means the Close Protection Bodyguards website at closeprotectionbodyguards.co.uk and the Provider's account on it.

Key terms

Us	Next Era Digital Limited (company number 17588542), trading as Close Protection Bodyguards, of 124 City Road, London EC1V 2NX. Email hello@closeprotectionbodyguards.co.uk
The Provider	
Provider type	Security company / self-employed close protection officer (delete one)
SIA licence	Number (16 digits): Holder, if a company (the director or lead officer responsible for close protection): Expiry date:
SIA Approved Contractor	Yes / no (delete one)
Companies House number	If a company:
Provider's address	
Provider's contact for this agreement	Name: Email:
Public liability insurance	Insurer: Cover per claim: Expiry date:
Start date	

Work and areas the Provider takes	The services, postcode areas and team capacity set in the Provider's account on the platform. The Provider can ask us to change them at any time.
Our share	12.5% of Fees, taken off each payment by Stripe as it is made (the cash basis, which applies unless we choose credit under 8.6).
Credit rate	25% of Fees, for any quarter for which we choose credit instead.
Conversion rate	50p for each £1 of credit, where this agreement says credit can be turned into cash.
Referrer fees	10% of Fees, taken off with our share and paid by us to the referrer. Only where a referrer introduced the client.
Payments	Through payment requests on the platform, paid into a Stripe account in the Provider's own name.
Offer period	4 hours from the time we offer a request to the Provider.
Minimum insurance	Public liability cover of at least £5 million for each claim, covering close protection.
Illustrative hourly rate	£60 an officer hour. Used only to show credit as hours on the ledger. It does not set what the Provider charges.

Where the Provider accepts this agreement online, the details recorded in its account on the platform are its key terms, and the blank boxes above need not be filled in.

1. What this agreement does

1.1 We run Close Protection Bodyguards, a website where people and businesses in the United Kingdom ask to be put in touch with close protection. We introduce each of them to one provider on our panel. This agreement puts the Provider on that panel and sets out what each of us does.

1.2 We are an introducer only. We are not a security company. We do not supply, employ, engage, deploy, brief, supervise or direct security officers, we do not give security advice, and we never receive or hold client money: clients pay the Provider. We will never say or suggest otherwise.

1.3 The Provider supplies its services to each client under its own contract with that client, through its own officers and under its own SIA licensing. Nothing in this agreement makes us a supplier of security operatives, or makes the Provider's officers work for us or under our control.

1.4 Nothing here is exclusive. We can introduce clients to other providers and the Provider can take work from anyone. We do not promise any number of introductions, and the Provider does not promise to accept any.

2. How an introduction works

2.1 When a request matches the services, area and team capacity in the Provider's account, we offer it to the Provider through the platform. The offer shows the service, when it is needed, the postcode district, the client's name and description of what they need, and the name of anyone the client has said the risk comes from, so that the Provider can check its availability and that it does not act for that person. It does not show contact details.

2.2 The Provider has the offer period to accept or decline. If it does neither, the offer lapses and we can offer the request to another provider. The Provider can decline any offer without giving a reason.

2.3 The Provider uses the details in an offer only to make those checks. If it does not accept the offer, it does not contact the client and does not keep the details beyond its normal conflict records.

2.4 When the Provider accepts an offer, we release the client's contact details and full postcode. From then on that client is an **Introduced Client**.

2.5 The Provider contacts the client as quickly as the request needs: the same day for a request marked urgent, and otherwise within one working day of accepting.

2.6 The Provider records each of these on the platform within five working days of it happening:

- its first contact with the client;
- the client booking the Provider;
- each payment of Fees by the client that is not made through a payment request (payment requests record themselves);
- completion of the assignment; and
- the client deciding not to go ahead.

2.7 The Provider tells us only the stage an assignment has reached and the amount of Fees paid. It never tells us the client's movements, locations, security arrangements or anything else it learns about the client, and we will never ask.

3. The client comes first

3.1 The Provider decides, on its own professional judgment, whether to take on a client and how to protect them, including the risk assessment, the number of officers and whether the risk is one for the police. Nothing in this agreement requires the Provider to do anything that conflicts with its duties to its clients, the law or the conditions of its licences. Where there is a conflict, those win.

3.2 We will not try to influence the Provider's operational decisions on any assignment.

3.3 Every client is free to book any provider, or none. Neither of us will tell a client otherwise.

3.4 The Provider will not charge a client more, or give a client a lesser service, because the client was introduced by us or because of anything the Provider owes under this agreement.

3.5 The Provider makes its own checks on each client, including who they are and that what they ask for is lawful, and declines anything that is not, or that is listed in schedule 2.

3.6 Nothing in this agreement stops either of us telling the police about a threat to anyone's life or safety, or doing anything else the law requires.

4. Licences, officers and conduct

4.1 The Provider holds and keeps every SIA licence the law requires of it, and makes sure that each of its directors and managers who needs a licence holds one.

4.2 Every officer the Provider deploys for an Introduced Client or a Nominee holds a current SIA front line licence that covers the work, checked on the SIA's public register (https://www.gov.uk/check-a-private-security-licence) before the officer is deployed, and carries that licence as its conditions require.

4.3 The Provider screens its officers to BS 7858:2019, or to an equivalent standard, checks their right to work in the UK, and has regard to BS 8507-1, the British Standard code of practice for close protection services within the United Kingdom.

4.4 No officer carries a firearm or any other weapon on an assignment in the UK, and officers use force only as the law allows.

4.5 The Provider is responsible for its officers' conduct, training, welfare, working hours, pay and tax, and for any subcontractor it uses. Any subcontractor must hold the SIA licences the law requires and keep the same promises as the Provider under clauses 4, 5 and 12.

4.6 The Provider tells us within two working days if:

- any SIA licence held by it, or by the director or lead officer named in the key terms, is suspended, revoked or not renewed;
- the SIA, the police or any other authority takes action against it about its security work;
- its insurance is cancelled, reduced below the minimum or not renewed; or
- an officer is involved in a serious incident on an assignment for an Introduced Client or a Nominee.

4.7 We can check the Provider's licences on the SIA's public register at any time. We record the expiry dates of the Provider's licence and insurance, and we stop sending it offers if either date passes until it shows us the renewal.

5. Insurance

5.1 The Provider holds, with an insurer authorised to provide it in the UK:

- public liability insurance of at least the minimum in the key terms for each claim, covering close protection;
- employers' liability insurance, as the law requires, if it employs anyone; and
- professional indemnity insurance, if it gives security advice or risk assessments for a fee.

5.2 The Provider shows us its insurance certificates before we approve it, and again each time the insurance is renewed.

6. How we find clients

We promise the Provider that:

6.1 We do not cold call, and we do not make any other unsolicited approach to members of the public to advertise close protection. Every client we introduce has asked us for an introduction.

6.2 Our advertising is accurate and not misleading, and we never publish fake reviews or endorsements.

6.3 Before we pass any client's details to the Provider, we tell that client in writing:

- that we are an introduction service and not a security company;
- that the provider we introduce pays us if the client books it, out of its own fee, either as a share of that fee or as credit towards its own services;
- that the business that referred the client to us, if there was one, is also paid out of the provider's fee;
- that the client will not be charged more because of this; and
- that the client is free to use any provider.

6.4 The client has to confirm that they have read this before their request is sent. We keep the wording shown, the time it was confirmed and where the request came from, and the Provider can see that record on every assignment.

6.5 We pass on a client's details only with that client's agreement, and to one provider at a time.

6.6 We do not introduce the work listed in schedule 2. If a request of that kind reaches the Provider by mistake, no share, credit or referrer fee is due on it, and we return anything already taken.

6.7 We take requests only for protection needed in the United Kingdom, not counting the Channel Islands and the Isle of Man.

6.8 Every referrer has agreed to our referrer terms, which hold the referrer to the promises in 6.1, 6.2 and 6.5, require the referrer to tell the client about its own fee, and require it to keep the client's request confidential.

7. What the Provider tells the client

7.1 Before the client is committed to booking, the Provider tells the client in writing about this arrangement: that it has a financial arrangement with us, what it gives us for the introduction, and any fee it pays to a referrer. Schedule 1 has wording the Provider can use. The Provider is free to use its own.

7.2 The Provider is responsible for its own contract with each client, including the information and cancellation rights that consumer law gives clients who book as consumers.

8. Payments, and what the Provider gives in return

8.1 **Fees** means the Provider's own charges for close protection and security services that an Introduced Client books within 12 months of being introduced, as far as the client has actually paid them. Fees exclude VAT and **Expenses**, meaning travel, accommodation, vehicle hire, fuel, subsistence and other costs passed on to the client at cost.

8.2 If an Introduced Client books the Provider again within those 12 months, those Fees count too. Nothing is due on a request that does not become a paid booking.

8.3 **Card payments.** While it is on the panel the Provider keeps a Stripe account in its own name connected to the platform (its **Stripe Account**), and asks Introduced Clients for payment through payment requests on the platform. The client pays the Provider, on the Provider's Stripe Account, with the Provider as the seller and under the Provider's own agreement with Stripe. We never receive or hold the client's money, and we are not a party to the Provider's contract with the client or to the payment.

8.4 With each payment request the Provider states its Fees, the VAT and any Expenses separately and accurately. Our share and any referrer fee are worked out on the Fees only.

8.5 **Cash basis.** Unless a quarter is a credit quarter under 8.6, our share of each payment is the cash rate applied to its Fees. Stripe takes our share, and any referrer fee under clause 10, off the payment at the moment the client pays (as a Stripe "application fee") and pays it to us. The Provider authorises those deductions. Stripe's own fees are charged to the Provider under its agreement with Stripe, and are a matter between them.

8.6 **Credit basis.** We can choose credit instead of cash for any calendar quarter, and return to cash, by telling the Provider in writing at least 14 days before that quarter starts. In a credit quarter nothing is taken off for us. Instead the Provider adds credit equal to the credit rate applied to the Fees in each payment, and any referrer fee is still taken off. The basis in force is shown in the Provider's account on the platform, and each payment is treated on the basis in force on the day the client pays.

8.7 **Payments made another way.** If an Introduced Client pays Fees other than through a payment request, for example by bank transfer, the Provider records the payment on the platform within 7 days. On the cash basis we invoice our share and any referrer fee at the end of each month, and the Provider pays within 14 days. On the credit basis the Provider adds credit, and any referrer fee is invoiced in the same way.

8.8 **Refunds and chargebacks.** If the Provider refunds an Introduced Client, or a chargeback is decided against the Provider, we return the same proportion of what was taken off that payment to the Provider's Stripe Account, and any credit and referrer fee are reduced to match. This happens automatically when Stripe tells us. Stripe's own fees are not ours to return.

8.9 The Provider will not ask an Introduced Client to pay outside the platform in order to avoid what is due under this clause, and will not split, disguise or understate Fees.

8.10 The Provider keeps its Stripe Account in good standing. If card payments on it are paused or disconnected, we can pause offers to the Provider until they are working again.

8.11 All figures in this agreement exclude VAT. Each of us accounts for any VAT due on what it supplies, and gives the other a VAT invoice where the law requires one. If we are registered for VAT, VAT on our share is added to what is taken off or invoiced.

9. The credit account

9.1 The Provider holds credit for us in pounds. The ledger on the platform shows every entry. Either of us can question an entry within 30 days of it appearing, and errors are corrected whichever way they fall.

9.2 Credit does not expire while this agreement is in force. Clause 16 says what happens when it ends.

9.3 Credit can be spent on any close protection or security service the Provider offers, charged at the rates the Provider would quote a new private client for the same work.

9.4 Credit can be used by us, or by any person or company we name to the Provider in writing (a **Nominee**). Mr Luke Garner, our founder, is a Nominee from the start date.

9.5 Each use of credit is an ordinary booking. The Provider contracts with the person using the credit on its usual terms, makes its usual checks and risk assessment, deploys officers licensed as clause 4 requires, and owes that person the same duties it owes any client.

9.6 We give as much notice of a booking as we reasonably can. The Provider can decline a particular booking where it has no suitably licensed officers available, where the risk is beyond what it can safely cover, or where it would conflict with a duty to an existing client. It decides this in good faith and tells us promptly.

9.7 If the Provider declines a booking for which we asked to use credit, we can turn any unused credit into cash at the conversion rate. The Provider pays it within 30 days of our asking.

9.8 The Provider invoices in the normal way. Its own charges, and the VAT on them, are met from the credit as far as the credit goes, and the Provider records each use on the platform. Expenses are paid by the person using the credit and are not met from credit unless the Provider agrees.

9.9 Work outside the UK can be paid for with credit only if the Provider agrees to take it on.

9.10 Credit is not client money, a deposit or a loan, and it earns no interest.

10. Referrers

10.1 Some clients reach us through a referrer, such as a concierge, an event planner or a chauffeur firm. Where that is so, the offer shows the referrer's name and the fee the referrer earns.

10.2 The referrer's fee is the referrer rate applied to the Fees, in addition to what the Provider gives us under clause 8. On payments made through a payment request it is taken off with our share under 8.5, in a credit quarter as well, and we pay it to the referrer. On payments made another way it is invoiced under 8.7. Either way the Provider pays nothing to the referrer direct.

10.3 The Provider tells the client about the referrer's fee as part of what it tells the client under clause 7.

11. Records

11.1 Each of us keeps its records of Introduced Clients and the Fees paid for six years.

11.2 Once a year, if we ask, the Provider confirms in writing the list of Introduced Clients and the Fees paid by each other than through payment requests, which the platform already records. We have no right to see any assignment file, risk assessment or record of a client's movements.

12. Confidentiality and personal data

12.1 The Provider and its officers keep the identity, location, movements, plans and security arrangements of every Introduced Client and Nominee confidential, during and after each assignment, and do not disclose them except to the extent the law requires or the person agrees.

12.2 We keep confidential what we learn about the Provider's business that is not public.

12.3 Each of us is an independent controller of the personal data it holds, and each of us complies with UK data protection law.

12.4 We share a client's details with the Provider because the client has agreed to that. The Provider uses data from an offer only for its checks under 2.1. It uses data from an accepted introduction only to contact the client about that request and, if the client books it, as that client's provider under its own privacy notice.

12.5 The Provider does not send marketing to a client who does not book it.

12.6 If a client withdraws a request before booking the Provider, we tell the Provider and the Provider stops contacting them.

12.7 If either of us has a personal data breach that affects data received from the other, it tells the other within 48 hours of finding out.

13. Names and publicity

13.1 We can show the Provider's name, type, SIA licence number, Approved Contractor status, services and areas on the platform and to clients we introduce. We use the Provider's logo only with its consent.

13.2 Neither of us says or suggests that the other endorses or guarantees its services, and neither of us publishes fake or incentivised reviews of the other.

13.3 The Provider never says publicly that it protects or has protected any Introduced Client or Nominee without that person's written consent.

13.4 This agreement is not secret from clients or the authorities. Either of us can show it to the SIA, the police or another authority, or to a client who asks how the arrangement works.

14. Staying in good standing

14.1 The Provider keeps a written complaints procedure and deals with complaints about its services under it.

14.2 The Provider tells us promptly if it stops offering close protection or becomes insolvent.

14.3 Each of us tells the other promptly about any complaint it receives that concerns the other.

14.4 We can pause offers to the Provider at any time, and the Provider can pause its account at any time. Pausing does not affect assignments already accepted.

15. Keeping the arrangement lawful

15.1 Each of us complies with the law as it applies to this arrangement, including the Private Security Industry Act 2001 and the conditions of the Provider's licences.

15.2 If the Provider reasonably believes that anything we or a referrer do is against clients' interests or the law, it tells us, and it can suspend or end this agreement at once.

15.3 If a change in the law, or a decision of the SIA or another authority, makes any part of this agreement unlawful, that part stops applying from that moment and the rest carries on. We then agree a lawful replacement in good faith. If credit itself can no longer lawfully be honoured, unused credit is turned into cash at the conversion rate.

15.4 We review this agreement together at least once a year.

16. How long this lasts and how it ends

16.1 This agreement starts on the start date and continues until one of us ends it.

16.2 Either of us can end it by giving the other 30 days' written notice.

16.3 Either of us can end it at once by written notice if the other commits a serious breach and does not put it right within 14 days of being asked, or becomes insolvent. We can end it at once if the Provider loses a licence it needs, lets its insurance fall below the minimum, or breaks clause 4.2 or 4.4. The Provider can end it at once under 15.2.

16.4 After it ends we make no new offers. Clients who became Introduced Clients before the end carry on earning our share or credit, and referrer fees, for the rest of their 12 months, and for that time the Provider keeps asking them for payment through the platform, or recording their Fees under 8.7.

16.5 Unused credit stays available to spend for 24 months after the end. At any time in those 24 months we can instead turn it into cash at the conversion rate, which the Provider pays within 30 days of our asking. If the Provider closes, merges or stops being able to supply close protection lawfully, unused credit is turned into cash at the conversion rate on that date.

16.6 Clauses 8.7, 8.8, 9, 11, 12, 17 and 18, and this clause, continue after the end.

17. Responsibility to each other

17.1 The Provider alone is responsible for the services it provides to clients and to Nominees, for its officers, and for the safety and conduct of every assignment.

17.2 We are responsible for keeping the promises in clause 6.

17.3 The Provider will make good any loss we suffer from a claim brought against us by a client, a Nominee or anyone else that arises from the Provider's services or from anything its officers or subcontractors do or fail to do, except to the extent that our own breach or negligence caused it. The most the Provider owes under this clause for any one claim is the minimum insurance amount in the key terms.

17.4 Neither of us is liable to the other for loss of profit or for indirect loss. Apart from that, and apart from 17.3, the most either of us can owe the other for claims arising in any 12 months is the higher of £25,000 and the total of our share, credit and referrer fees earned under this agreement in those 12 months.

17.5 Nothing in 17.4 limits what is owed under clauses 8, 9 and 10, or liability for fraud, for death or personal injury caused by negligence, or for anything else that the law does not allow to be limited.

18. General

18.1 We are independent businesses. This agreement does not make either of us the partner, employee or agent of the other, and neither can bind the other.

18.2 This is the whole agreement between us on this subject and replaces anything earlier. The summary of terms shown in the Provider's account on the platform is a summary only. If the two differ, this agreement applies.

18.3 The Provider can accept this agreement by signing it, or online in its account on the platform by an authorised person typing their name and confirming their authority. Online acceptance counts as signature. A change to this agreement, including to any figure in the key terms, takes effect only when both of us agree it in writing, and agreement recorded on the platform counts as writing.

18.4 Neither of us can transfer this agreement without the other's consent, except that we can transfer it to a company under the same control as us by giving the Provider notice.

18.5 A Nominee can enforce clause 9. Nobody else who is not a party can enforce any part of this agreement.

18.6 Notices are sent by email to the addresses in the key terms, or in the Provider's account, or to a new address either of us has given the other in writing.

18.7 If a court finds any part of this agreement unenforceable, the rest stands.

18.8 This agreement is governed by the law of England and Wales, and the courts of England and Wales have exclusive jurisdiction over any dispute about it.

Signatures

Sign here only if the Provider is not accepting online. Online acceptance under clause 18.3 has the same effect.

Signed for	Next Era Digital Limited
Name	
Position	
Signature	
Date	

Signed for	The Provider
Name	
Position	
Signature	
Date	

Schedule 1. Wording for the Provider's booking confirmation

The Provider can use this wording, or its own, to tell the client about the arrangement under clause 7. Keep the sentence that matches the basis in force and delete the other. Keep the referrer sentence only where a referrer introduced the client.

> You were introduced to us by Close Protection Bodyguards, a website run by Next Era Digital Limited. We have a written agreement with them.
>
> [Cash] If you book us, Close Protection Bodyguards receives 12.5% of the fees you pay us, not counting VAT and expenses we pass on at cost.
>
> [Credit] If you book us, we give Close Protection Bodyguards credit towards our own services worth 25% of the fees you pay us, not counting VAT and expenses we pass on at cost.
>
> [Referrer] [Name of referrer], who referred you to Close Protection Bodyguards, also receives 10% of the fees you pay us.
>
> This comes out of our own fee. You do not pay more because you were introduced to us, and it does not affect how we protect you. If you pay us by card through Close Protection Bodyguards's website, you are paying us: the payment goes into our own account, and our payment processor passes Close Protection Bodyguards's share on to it. You are free to use any provider you choose.

Schedule 2. Work we do not introduce

We do not take or pass on requests for any of these. The platform turns them away and tells the person where to go instead, and anything that looks borderline is held for us to check before it reaches any provider.

- Emergencies, where someone is in danger now. They are told to call 999.
- Armed protection, or any protection in which an officer would carry a weapon, in the UK.
- Evictions, and removing anyone from a property.
- Collecting debts, or pressing anyone to pay money.
- Following, watching, photographing or tracing another person.
- Confronting, threatening or warning anyone off, or removing anyone, for the client.
- Protection for anyone avoiding arrest, bail conditions or a court order.

We also do not take requests for protection outside the United Kingdom, or in the Channel Islands or the Isle of Man.