



# ON PRINCIPLE...

The backbone of life and business

*by Dariusz Tylka*

**IS SECURITY  
NEEDED  
AT ALL?**

BE **DIFFERENT!**

## On principle...

**I gave my word when starting the newsletter that I would write honestly and truthfully. According to the principles I live by.**

**I am not one of those people who take shortcuts or do not keep their word. For me, contracts could not exist at all. All I need is for you to shake my hand look me in the eye and make a promise, and I will keep my word and fulfil the promise I gave no matter what the cost.**

Such an approach does not always pay off, but it always allows you to sleep well. That said,

these days it is what it is. It doesn't change the fact that even though times are like most of today's society, i.e. "slippery", it doesn't exempt me from following the principles.

The world may be changing, but the basic principles are as constant as gravity, they are always in the background and always working. You may not believe in gravity, but just one step beyond the roofline and whether you believe in the principle of gravity or not – it always "believes in you" and it will always work for you.

In my first e-book, I bring together the "pathology of security contracts" and question the point of the security market in its current form. I explain some truly masterful records that are a masterpiece of responsibility avoidance. Worth reading. One time is enough to make it impossible to „un-see“ the facts.

Enjoy reading.

Dariusz Tylka

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## CHAPTER 1

# Video patrol

**Video Patrol, Video Analysis – you name it.**

### Do you know what it is about?

In the great majority of cases, it consists of running the camera view, rarely more than once every two hours. Verifying if there is a vision and a glance to see if anyone is hanging around the facility.

**The whole patrol in question usually lasts two minutes, then it's off again and no one is looking at what's happening at your premises.**

**Do you know how much can happen in that time?**

*„VA – (Video Analysis) is a service which consists of observing the secured facility at strictly defined times through a system of cameras whose field of view is strictly defined, together with fixed options for detecting events in the field of view of the cameras and ensuring the response of the IP [Intervention Patrol] and/or other authorised services to information on the occurrence of danger in the facility. The field of view of the cameras and the detection options are defined in Appendix X and the graphic appendices to the relevant Order, approved by the Employer's site manager.”*

This is the definition of Video Analysis in one of the contracts offered by a popular agency.

### Now come, sit down – we'll go through this together.

As you have read a little above, your facility will only be observed at STRICTLY defined times, and the field of view of the camera is also strictly defined.

This means that in a situation where your employee lays something half a metre outside this strictly defined field, unfortunately, no one will help you.

We read further that the agency will provide you in such a case with the response of the Intervention Patrol, which “will go to the indicated place by the shortest possible route. Travel times are dependent on weather and road conditions, as well as events beyond the Contractor’s control, such as traffic incidents, road repairs, other works or activities affecting the duration of the route.” – as stated in another contract.

The last sentence is interesting! The document governing the detection options and this strictly defined field of view of the cameras will be approved by your manager.

Although it is not rocket science, do you have the confidence that he will read with understanding what he accepts with his signature?

**He is familiar with construction, he does not need to know about cameras.**

**Another contract states:**

*„In the event of any technical problems in the proper functioning of the CCTV tower, including in particular the loss of connection to it by the Contractor’s Monitoring Centre, the Contractor shall take the necessary and immediate action to enable the diagnosis and subsequent resolution of the failure. The parties agree that in the event of the occurrence of the event referred to in the preceding sentence until the breakdown is resolved, the substitute means of protection will be preventive and control patrol drives unless for objective reasons, e.g. difficult access, fortuitous events, lack of sufficient spare intervention patrols, for example, such a service cannot be provided in a given case. A substitute security measure will be used if it is possible to organise and operate it on the premises where the secured site is located.”*

## So this Video Patrol is not such a sure thing.

If a failure occurs, something breaks down – you wait for the agency to take the necessary and immediate action to enable diagnosis and then perhaps action to fix the fault.

### **What does immediate and necessary mean?**

Be sure to ask before signing the contract, this is really important.

## Wait, wait... read on!

They will provide you with an Intervention Patrol.... now you can wait calmly for the repair. Well, unless this service cannot be provided in a particular case! Obviously for objective reasons. “A substitute security measure will be used if it is possible to organise and operate it on the premises where the secured site is located.”

### **Oh no, a snag again.**

Remote observation of objects is a very popular solution.

## Is it bad?

**Absolutely not, provided that between the STRICTLY set hours, someone is still looking at your property and responding.**

## CHAPTER 2

# Analysis of signals from a monitored facility – or what do security agencies make the most business out of?

**In my industry, a simple business model is spreading like a disease – provide a ridiculously cheap subscription and sell the cameras later at a few hundred per cent margins.**

### **Pure business – for the agency for sure.**

In this case, you, wanting to save money, paradoxically lose twice as much cash, and in the event of any incident, from a spider web on the camera through a power outage to a petty hijacker who has just „borrowed” your compactor in thirty seconds.

### **Do you know what the biggest hitch is?**

The cameras they will sell you are usually the simplest models with a market price in most cases of no more than PLN 200–300, and they will stipulate in the contract that „liability for damage only arises in the event of signal detection”.

You can guess for yourself in how many cases out of a hundred such a camera that has freshly arrived by ferry from a popular shopping service from China will detect a signal.

A simple lack of GSM signal is enough for the security agency to wash its hands of the theft! „We were looking and looking and all of a sudden the image disappeared because the connection broke, so we stopped looking.”

**That's what it's like to just observe the site without securing it. For it is mainly to observe that agencies commit themselves:**

*„The service consists of watching over the Facility through video analytical activities of the video image (...). Video analytical activities are understood to mean, in particular, the search for and detection of an intruder employing images from cameras installed within the Monitoring System.”*

Vigilance and intruder detection. This is a contract that is easy to fulfil.  
**„We were vigilant and we detected.”**

**Oh.**

So there is no indication whatsoever that any compensation will be paid in respect of the theft on site, after all, that is not what the agency has committed itself to! This wording is of great importance to the Insurer whose policy protects the agency, because with such a provision the terms of the contract will be fulfilled when the intruder has been detected and compensation is not due!

**The price of security is of paramount importance.  
It tells you right away what to expect.**

Security can't be properly delivered for PLN 1500 net per month, such a low subscription will always reflect on the quality of the service.

By offering you such a subscription, the agency incurs virtually no costs. Pure economics. What about you?

You are left on your own and have to rely on luck that when something happens, the monitoring system just happens to work correctly and detects the intruder, and if not – it's usually „let the chips fall where they may”. The agency cares nothing about the fact that the site has been left without any security.



Assuming even the happy case that you get enough working cameras that signal detection will work. Agencies can then easily secure another catch:

*„In the event of camera image interference, defined as the absence of an image due to precipitation or other physical factors, the video analysis service of the interfered camera shall be suspended until the weather precipitation has ceased, or the other physical factors have been removed. The Contractor undertakes to immediately inform the Employer’s representatives designated in the report card by telephone of snow, mud, dirt and other factors causing interference with the image of the relevant camera. The ordering party (i.e. YOU – the customer!) is obliged to take immediate action to restore the correct image from the camera in question.”*

Ok, you could try to anticipate the lack of fuel in a generator and fill it, but what about situations that cannot be foreseen? For example, when weather conditions deteriorate significantly?

*“(...) The ordering party is obliged to take immediate action to restore the correct image from the camera in question.”*

So in general, to put it in simple terms, even if it is Friday, 10 pm. You’ve just driven home from a construction site that’s 400 km away, but you don’t have much of a choice, you’ve got to get yourself in the car and go to clean the camera. Because Mr. Physical Security Officer just can’t make it, he’s having a warm cup of tea in the office, and he’s calling you out like a madman „Because that’s not what he gets paid for!”

**I don’t know about you, but I’m reading these contracts and starting to wonder who works for whom.**

## CHAPTER 3

# Contract of due diligence

**The very heading of a document often already tells us a great deal.**

*„Contract No. xxx for the provision of video surveillance services via a monitoring tower“.*

It is very easy to fulfil such a contract. Have they turned on the monitoring? They have! Well, then you have to pay... even if they forget to invoice you which is regulated in the contract as follows:

*„The obligation to pay subscription fees shall not be suspended in any case and shall exist irrespective of the receipt by the Ordering Party of a VAT invoice which the Contractor is obliged to issue under the applicable legislation.“*

Assuming the invoice doesn't fly from Hogwarts and the agency has kindly decided to issue you one, what are you supposed to be paying for?

For a video surveillance service. But what does it provide you with?

**You are not able to verify this in any way.**

Is anyone looking at this, checking the condition of the batteries, reacting predictively or after the fact? In the vast majority of cases, unfortunately, you will not determine this, especially as it is not uncommon for the man-hours of the employee who watches the cameras to be spent verifying the recordings to be paid extra.

*„Rate for reviewing and analysing camera recordings, making copies of recordings: PLN xx.xx net per man-hour. The fee shall be charged for each additional man-hour after the 12 free man-hours allocated to the aforementioned work in a given month have been exceeded.“*

That is to say, such an employee can go to the shop three times, and go out for a smoke five times, which means that he or she will spend eight hours reviewing records instead of two, and you will be charged by the agency for every man-hour he or she works.

It is interesting to see if they verify in any way how much this person actually works.

## Do you think this is the end of examples where the agency dumps its responsibilities on you?

### Look here:

*„The Contractor shall monitor the fuel level in the power generator and inform the Ordering Party if the fuel level in the power generator tank needs to be refilled. The Ordering Party shall provide the fuel and cover the cost of the fuel necessary for the proper operation of the power generator to ensure the operation of the Monitoring System.“*

If you can swallow the cost of fuel of a generator that belongs to an agency, what would you say to such a case: It's a weekend... a long weekend or a holiday?

There is no power at the construction site, and to make matters worse, the generator is running out of fuel. This was communicated to you by the Security Agency following the contract.

Someone has to come and refill it. Possibly even drive several tens of kilometres to buy it, while one small canister is not enough here.

## Who will handle it?

**Unfortunately – no one from the security agency.**

They have also effectively protected themselves in the contract against such a situation with the following catch:

*„The Contractor shall not be liable for any damage resulting from the malfunction of the Monitoring System as a consequence of the failure of the Employer to provide fuel in the power generator.“*

They can now legally ignore the problem of lack of vision. They're still clean – they've done AS MUCH as possible – all the things they've agreed to do with you.

**In line with one of my favourite quotes:**

*„The Contractor shall be liable for damages resulting from the culpable non-performance or improper performance of the subject matter of the contract (...).“*

## Have they performed? Well, they have!

Properly? Well, as far as possible – according to what you have agreed – you have no right to complain because they have let you know that the fuel is running out.

**You have no choice, get in the car – a long way to go.**

And from tomorrow, quiet days at home explaining to the family why your weekend plans have gone astray again. No matter how bad it is... you are in charge of the construction, you reply.

In a hundred and one out of a hundred cases, you will get up and embrace it. Do you know why I think so? Because you hold principles and you care about your work proving actual value... otherwise you wouldn't be here with me.

## On principle...

Unfortunately, in the security industry, these principles are a rarity – for which, as a man who loves what he does and builds what he loves, and believes in the principle that you should not be paid by life and business for doing nothing because it is necessary to provide value in return for a paycheck, as an ex-soldier (a state of mind stays forever – principles are almost a disease), **I'm personally ASHAMED.**

**The last entry we will discuss in this chapter is one of the more interesting ones:**

*„The Contractor shall not be liable for damages resulting from malfunctioning of the Monitoring System as a consequence of interference with the Monitoring System by third parties not authorized by the Contractor.“*

This implies that if a thief invades a property, notices the monitoring system and deliberately, to be able to rob you freely, damages it, well, then, in principle, the Dear Contractor doesn't care. The contract of due diligence obliges him only to look! He would be happy to perform his duties „to the best of his ability“ properly, but he was only supposed to look, right? And he can't look because he doesn't have a vision, here once again taking responsibility for the result instead of just his effort is beyond the concept of your service provider.

**This should not be the case.**

## CHAPTER 4

# Security agency third-party insurance policy – a sham and delusion

**You learned from the previous chapter that the regulations in the service contract are insanely important for the insurer.**

As an adult in this world, you have experienced how it works – the General Policy Conditions can sometimes be at least as complicated as the contracts the security agency puts in front of you. Indeed, policies are designed to protect the company that provides the service. Having said that, more often than not, the provisions of the aforementioned General Policy Conditions and the content of the contracts are chosen in such a way as to pay you as little compensation as possible. At the same time, I can understand such an Insurance Agency – it is its business model.

**A third-party insurance policy is most often the only „security” that a security company can guarantee you.**

Such an agency does not „secure” just you. Sometimes it’s a dozen or dozens – and if it’s a large company, even up to several hundred sites to secure at once.

When a theft occurs (I don’t need to tell you how much tools and materials etc. cost), quickly count the example amounts times, let’s say ten.

The key message is that the payment of any compensation, if any, comes from a single pool of the sum assured of the agency’s insurance policy.

**And what if this amount is too low?**

**Nothing.**

**According to a provision in the contract:**

*„The Contractor shall be jointly liable for damages chargeable to him up to the amount of his third-party business insurance policy and the Ordering Party shall pursue all claims exclusively under the Contractor’s third-party insurance policy referred to in § 8(2), the contents and scope of which he has familiarised himself with. The Ordering Party declares that it will not seek additional compensation from the Contractor for the damage referred to in the preceding sentences over the limit of the agreed liability, i.e. over the Contractor’s third-party insurance policy.”*

**Be aware that a third-party insurance policy of less than PLN 20.000.000 for a dozen/dozens/hundred contractors is a really poor protection.**

**If this amount is not enough, well, unfortunately, nothing is due to the „secured” company**

*„The Ordering Party shall not withhold payment to the Contractor due to the filing of damage claims against the Contractor and shall not deduct the amounts of damage claims filed from invoice receivables. In addition, there is a stipulation in this contract that the Ordering Party is obliged to pursue any claims directly against the insurer.”*

You may be thinking – what do I care about the insurer? I conclude a contract with the security agency and let them worry about paying the compensation.

**Theoretically, you are right, however, they can probably manage to get away with it.**

**This is the premise of yet another „savvy” provision:**

*„The Ordering Party (i.e. YOU) undertakes, in any case of damage, to report the damage in the first instance to the insurer with whom the Ordering Party has a contract of insurance.” „Determination of the Contractor’s liability through the courts may only be made*

*after prior settlement proceedings with the insurer, or without such proceedings if the event was not covered by the Parties' insurance."*

## Why is it so difficult to receive compensation from an insurer?

Insurers are not too keen on paying out a claim – that's kind of what their job is, to lose as little as possible with as much profit as possible.

In the General Policy Conditions, they can include traps that you either don't read or if you do read them, you will find that they are so absurd that you probably won't be able to organise that anyway, so in the end, it all comes down to a well-liked Polish proverb: „It will work out somehow”.

An example of such a catch could be, for example, **the requirement for a permanent masonry fence on a secured construction site**, understood as a stable fence permanently connected to the ground.

Whoever has such a fence on site has a chance of being paid out of the policy. Those who don't have one can expect to be refused compensation according to the provisions of the General Policy Conditions.

Even if, by some miracle, the insurer does not find any catch that would give it justification for refusing to pay the claim, it will reduce the amount by the so-called deductible.

The example contract specifies it as 10% of the insurance amount, but not less than PLN 2,000. This implies that for damages below this value, no compensation will be paid and those above this amount will be reduced by it.



## CHAPTER 5

# Reasons beyond control

**First, let's get one basic fact straight: a reason beyond one's control can be anything, including the fact that one's wife made a bad dinner yesterday and he got up in a bad mood and had no energy to work, so he acted to the best of his ability.**

*„The Contractor, if it is unable to provide the services indicated in the Contract for reasons beyond the control of the Contractor, shall have the right to terminate the Contract with immediate effect.“*

**moreover:**

*„In the event of any default in payment, for the performance of the services, the Contractor shall have the right to terminate the Contract with immediate effect without calling upon the Ordering Party for payment.“*

Not only does „reasons beyond control“ give the agency every right to terminate the contract with you with immediate effect, but a further provision makes it clear to you that their confidence in you is so limited that the lack of a transfer confirmation or even a breakdown in the banking system is enough to make you lose your security immediately when you least expect it.

In general, any pretext will do, for the agency to call you and say – **„We are ending our cooperation, from now on no one is securing you!“**

**Bear in mind the fact that you didn't have security will be of no relevance when the invoice comes in, because as another clause says:**

*„In the event of early termination of the Contract by the Contractor, the Contractor may charge the Ordering Party an amount equivalent to the notice period as if the Contract had been terminated in the ordinary course.“*

So no matter what, the security agency should be paid for the invoice...

**Just look at how many facts we have already covered, frustration growing with each, and the question arises – what are they taking money for?**

Finally, to top it all off, even though you pay a subscription, and buy equipment, often unknowingly for absurd amounts of money for the agency, you are still just an anonymous contract or agreement number. A taxpayer number that generates revenue.

Pay attention to whether you are given specific contact person details at the start of your relationship, or whether they tell you to email office@xxx.xxx.pl with any complaints or comments.

**Do you know who in the agency, and at what time, will respond to your specific need?** Or perhaps when trying to get any information, you wait on the line to the accompaniment of moderately pleasant music, and when someone answers you hear only a dry – „Please wait! I have to switch you.“

And, God forbid, try to ask for an additional service or ask for a quotation, in the vast majority of cases without the proverbial „application, CV and three photos“ you will not get through.

This is an awful situation as you are the customer, who is feeding the recipient of the service, and in the majority of cases, you seem to be bothering the company as you expect something or ask a question.

No one is saying that they should be at your feet, but you do deserve help in solving your problems.

**After all, the whole point of any company's existence is to solve problems for money.**

## CHAPTER 6

# Summary

### „What if security is not needed?“

It may surprise you at the very end, but, from the beginning, I've been trying to tell you that actually it is not. And even if it is still today it may no longer be in a while.

Do you know what bothers and irritates me? When a security service is sold using fear techniques. You simply threaten the customer with theft and present a „glass half empty“ for so long until they purchase.

#### **The reality of our environment is different.**

Luckily, we live in the 5% safest part of the world. We have access to water, electricity, food, schools or even road lighting permanently. Nobody is currently attacking us, kidnapping our families or shooting at us.

Indeed, we assume that this will not change and is standard. To a certain degree, I understand this. However, this is not a certainty and it is worth being truly grateful for what we receive from life and the world.

That said, the narrative of virtually 98% of security agencies is this:  
**Sir, you are going to get robbed – security is a must.**

The application of such pressure is causing the pathology of the industry. Inside you feel that it's not true, that the damage is rarely 20% of the annual subscription paid for the service, that there's a push to sell to you, that you don't feel you're buying anything at all and that's a fundamental difference. In the first situation, you have it pushed on you, and in the second you want to buy it yourself.

We are in tough times economically speaking and, on top of that, we subconsciously know that the amount spent on security is simply a waste of money.

Thus, to somehow reconcile the sense of loss and pointlessness of the service with the fearmongering of security agencies and the terms and conditions that Insurers create, you look for the cheapest option to make it as good a deal as possible.

Security agencies, having starvation wages, do everything to avoid taking responsibility and to be guaranteed a profit. This is why „savvy” provisions in contracts appear. Frankly, I am not assuming deliberate bad acting or treating you as a „dummy who failed the reading comprehension test in grade five”.

**It's just that this industry is a declining market** – like so many other industries before it, this profession and its sense of existence is dying out. As a result, there is no point in fighting for the need for further security. The facts must be accepted. It's a bit like in the joke:

*„If someone tells you that you are a horse – smile. If someone tells you a second time that you are a horse – think about it. If someone tells you a third time that you are a horse – just buy some oats.”*

If you can push away the sense of fear that if someone steals from you, you won't realise something, there will be an opportunity to use the systems, cameras and security agencies for something that will actually deliver value in terms of the price you pay and the work you do.

Cameras „gather” a lot of information. Provided they work and the image quality is sufficient. Such information, properly processed and provided exactly when it is needed, can greatly assist the logistics of construction, work safety or simply understanding and recording the construction process or any other project.

When you combine high image quality with the high availability of interpreted information ready to be used to understand situations in the here and now, you will make decisions that save you time and are still included in the price of the service. The common security and its cost turn into job and business protection. The service ceases to be a cost and becomes a value worth spending several thousand a month on, as the return is at least tenfold.

There is no need for threatening with theft, as the CCTV system is in place for security, and a third-party insurance policy is in place. Security, even though it is not essential to a project, is useful and you do not need to feel like you are wasting resources.

It is worth taking a moment and getting to grips with the reality of the security market and how each security agency can be used to improve your situation to turn a sense of loss into a calibrated relationship. It is worth starting to require security agencies to provide the information they collect in such a way that you can use it for your work and within the scope of your responsibilities. After all, you are paying for it.

**As Warren Buffet says,**

| *„Price is what you pay. Value is what you get“*

**Just reach for the value,  
since you have already paid the price.**

**Thank you for your  
attention.**

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