

TERMS AND CONDITIONS

1. Definitions

- (i) "Agreement" means the agreement for the installation, maintenance, and/or monitoring of the System between the Customer and the Company incorporating the Quotation and these Conditions.
- (ii) "Applicable Standards" means those adopted by any competent approvals or regulatory organisation by which the Company is for the time being recognised or any modification or replacement thereof, current at the date of this Agreement.
- (iii) "Authority" means any private or public organisation, body or association which provides response services in relation to security or alarm systems, or which is otherwise involved in the monitoring of security or alarm systems.
- (iv) "Conditions" means these terms and conditions as amended from time to time
- (v) "Corrective Maintenance" means the diagnosis and repair of faults and defects including defects discovered during Preventative Maintenance work or as a result of emergency call-out.
- (vi) The "Company" is FSE & Security Limited whose registered office is at Marlowe plc. 20 Grosvenor Place, London, SW1X 7HN.
- (vii) The "Customer" means any company, firm or individual or agent thereof and to whom the Company's Quotation is addressed or is named in Section C of this Agreement.
- (viii) "Force Majeure" is defined in Condition 12.
- (ix) The "Maintenance Period" is that initial period quoted in Section G of the Agreement and accepted by the Customer and commences initially on the installation date ("Initial Period") and will renew on the anniversary of that date thereafter unless otherwise terminated in accordance with this Agreement.
- (x) The "installation date" is the date upon which the whole installation is completed and signed / handed over to the Customer and the Company issues a Certificate of Compliance for the System unless otherwise specified in this Agreement.
- (xi) The "Maintenance Price" is that price stated in Section G of the Agreement as varied from time to time in accordance with Condition 4.8.
- (xii) "Monitoring Service" means the provision of monitoring services available to the Customer as set out in Quotation, the charges for which are set out in Section H.
- (xiii) "Preventive Maintenance" means inspection, testing and adjustment of the System or any part thereof to confirm satisfactory operation or to identify any faulty items or processes to the Customer.
- (xiv) "Quotation" means the offer of a price for the System and/or the Services (where applicable) to the Customer subject to these Conditions.
- (xv) The "Quotation Price" is that price set out in a Quotation accepted by the Customer in Section E of this Agreement (plus VAT where applicable) and is not subject to revision except by agreement in writing between the parties.
- (xvi) "Retail Price Index" means the Retail Prices Index or any official index replacing it;
- (xvii) "Services" means the installation of the System and/or the provision of a risk assessment, Preventative Maintenance, Corrective Maintenance and the Monitoring Services (as applicable), details of which are set out in the Quotation.
- (xviii) "Site" means those premises specified in Section D of the Quotation at which the System is to be installed or in respect of which the Services are to be provided.
- (xix) "Special Terms" means those additional terms set out in the Quotation.
- (xx) "System" means the system and/or any equipment, as applicable (including any fire, security or alarm system, fire extinguishers and all associated items) more particularly described in the Quotation and which is the subject of this Agreement to be installed at the address set out in Section D of the Agreement
- (xxi) "Working Day" means Monday to Friday between the hours of 08:30 to 17:00, excepting any public holiday in England.

2. General

- 2.1 Each Quotation shall be valid for a period of 60 days from the date of Quotation unless a further Quotation is provided, in which case, all prior Quotations shall be superseded and shall no longer be valid.
- 2.2 Acceptance of the Quotation includes acceptance of these Conditions as well as any Special Terms which may specifically override these Conditions and will take precedence if necessary for purposes of interpretation.

- 2.3 In the absence of acceptance by the Customer under Condition 2.2 above, once the Company has commenced installation of the System or has started to provide the Customer with the Services, or on payment in part or in full for the System or the Services, the Customer is deemed to have accepted these Conditions set out in this Agreement.
- 2.4 The Customer may (with the Company's prior written consent) cancel this Agreement before installation commences. In the event of such cancellation the Company shall be entitled to levy a cancellation charge (which shall become payable immediately by the Customer) at the rate of 15% of the System installation charge together with all restocking charges incurred by the Company.
- 2.5 These Conditions apply to the Agreement to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing. All of these Conditions shall apply to the supply of both the System and the Services except where application to one or the other is specified.
- 2.6 Nothing in these Conditions reduces the Customer's statutory rights relating to faulty and mis-described goods.
- 2.7 The Company may at any time subcontract any or all of its obligations to provide the Services or install the System under this Agreement.

3. Basis of Quotation and Installation of the System

- 3.1 Installation will be provided on a Working Day. Any extension of such hours or period directly or indirectly caused by the Customer shall entitle the Company to charge any reasonable extra costs resulting on the basis set out in Condition 3.2 below.
- 3.2 Variation or additional work ordered by the Customer shall be charged on the basis of reasonable time and materials at rates and costs current at the time of such work (unless separately agreed in writing prior to the variations/additional work starting).
- 3.3 Working at heights is usually allowed for up to 4m safe working height on standard quotations. This allows for suitable step ladders and/or A-frame ladders/ triple extension ladders. If any other form of access is required for this working height due to restrictive site requirements then these should be made clear to the Company prior to acceptance of our Quotation as this will incur additional charges for such hire/rental of equipment.
- 3.4 Unless otherwise specifically agreed in writing, the Quotation Price does not include any extraneous work, making good, re-decoration, carpet laying, building or carpentry work etc. and is contingent on the Company having unhindered access to doors, windows, cable runs, ceilings and floor voids and all other areas where work has to be carried out.
- 3.5 Any item of equipment not actually sold by the Company to the Customer shall be denoted as such in the system design specification and may be subject to separate rental and/or maintenance terms as may be appropriate and as notified to the Customer by the Company.
- 3.6 In consideration of the Quotation Price specified and paid or to be paid by the Customer, the Company undertakes to install the System and/or provide the Services in accordance with the Applicable Standards adopted by the Approvals or regulatory organisation by which the Company is for the time being recognised, to the best of its ability and that such equipment used in the System shall be fit for the purpose intended.
- 3.7 Where an installation or callout / maintenance attendance is undertaken at the customers premises within the London Congestion zone, the company will pass this charge on directly to the customer on the payable invoice raised for such attendance.

4. Terms of Payment

- 4.1 Unless otherwise agreed, the specified deposit set out in Section E of the Agreement and the maintenance and monitoring charges set out in Section G&H of the Agreement (plus VAT where applicable) shall be due and payable by the Customer on acceptance of the Quotation and/or Agreement.
- 4.2 The outstanding balance of the Quotation Price shall be due within net 30 days of completion of the installation of the System ("the Final Date for Payment") unless otherwise specified in the Quotation and prior to handover of the keys or keypad combination code to the Customer. The Maintenance Price shall be payable in accordance with Condition 6.2 below. Where the Company is prevented from completing the installation by any action or omission of by or on behalf of the Customer, or this Agreement is terminated or expires, the Customer shall immediately pay to the Company all of the Company's outstanding unpaid invoices and interest and, in respect of Services and any part of the System supplied but for which no invoice has been submitted, the Company may submit an invoice, which shall be payable immediately on receipt.
- 4.3 The System shall remain the property of the Company until all sums due and payable by virtue of this Condition 4 have been received by the Company. The Customer shall nevertheless at all times be responsible for loss of and damage to the System once installed at the Site unless such loss and/or damage arises directly from the neglect of the Company.
- 4.4 Payment as required above may not be withheld by the Customer after the Final Date for Payment.
- 4.5 If the Customer fails to make any payment as and when it becomes due, the Company shall be entitled to do all or any of the following (in any order and on more than one occasion and such rights shall be in addition to any the Company shall have at law):
- 4.5.1 Cancel or suspend all or any part of the Services without prejudice to the Company's rights to collect and levy the charges for

- such Services. Cancellation and/or suspension of the Monitoring Service will lead to the Customer being charged a fee calculated in accordance with Condition 11.3.1; and
- 4.5.2 charge the Customer interest (both before and after any judgement) on overdue balances at the rate of 2% per month, compounded monthly, until payment is made in full. Where any payment has been disputed in good faith, interest will only be charged from the date of resolution of the dispute.
- 4.6. If the Monitoring Service is cancelled in accordance with 4.5.1 above, the Company reserves the right to charge the Customer for any such re-connection charges incurred.
- 4.7 All costs, charges and expenses incurred by the Company (including legal costs) in recovering any debt shall be paid by the Customer on a full indemnity basis. The Company shall be entitled to charge (in addition to interest and any legal costs ordered by the court, and without prejudice to any other rights or remedies available to the Company) the sum of £100 for the internal administrative costs incurred by the Company in taking steps to secure payment. The provisions of this Condition shall apply not withstanding any termination or cancellation of this Agreement.
- 4.8 The Company may (in its absolute discretion) increase the Maintenance Price (based on the Retail Price Index or other suitable measure) on an annual basis, during the Maintenance Period, The Company shall notify the Customer in writing in advance of any price increase made in accordance with this Condition 4.8.

5. Completion

- 5.1 The Company will use all reasonable endeavours to effect completion of the installation of the System by the agreed installation date.
- 5.2 The Company cannot be held liable for any loss or damage resulting from delay or non-delivery due to Force Majeure.

6. Maintenance Services

- 6.1 This Agreement relates only to the System which is the subject of this document, and Maintenance Services shall only be provided if this has been agreed between Customer and the Company in the Quotation.
- 6.2 In consideration of the Maintenance Price specified and paid or to be paid by the Customer as per Condition 4.1 and annually thereafter in advance on the anniversary of that date to the Company, the Company will, for the duration of the Maintenance Period specified, carry out the Maintenance Services in relation to the System together with other services where applicable as specified in Condition 6.3 below.
- 6.3 Where the Quotation confirms that Maintenance Services are to be provided, the Company agrees, subject to reasonable access to the site and installation being available, periodically to inspect, test and adjust the System and to carry out the Maintenance Services thereto on the number of visits set out in the Quotation in accordance with the Applicable Standards during a Working Day, upon giving reasonable notice to the Customer of any visit for this purpose. Additional services such as Monitoring Services shall also be supplied on a 24-hour basis if specified in the Quotation and accepted by the Customer.

7. The Company's Liability

- 7.1 The Company does not know, and shall not be deemed to know, the true value of the Customer's property or premises, and is not the insurer thereof. The Customer acknowledges that the Company has no special knowledge of the nature and value of the contents of the Site or of the nature of the risks to which the Site and its contents will be exposed and will not rely upon the Company's knowledge in relation to any such matters.
- 7.2 Nothing in these Conditions shall limit or exclude the Company's liability for:
- 7.2.1 death or personal injury caused by its negligence, or the negligence of its employees, agents or sub-contractors;
- 7.2.2 fraud or fraudulent misrepresentation;
- 7.2.3 breach of the terms implied by s.2 of the Supply of Goods and Services Act 1982, or breach of the terms implied by s.12 of the Sale of Goods Act 1979.
- 7.3 Subject to Condition 7.2:
- 7.3.1 the aggregate liability of the Company for any breach of contract, breach of statutory duty or negligence arising out of or connected to this Agreement, shall be limited to £1,000,000 for any kind of loss or damage whatsoever. The Customer shall notify the Company of any claims within 30 days of the Customer becoming aware of the cause for such claims.
- 7.3.2 Although the System is designed to the best of the Company's skill and knowledge to reduce the risks of loss, fire or damage or to deter intruders (as the case may be) the Company does not represent or warrant that the System may not be neutralised, circumvented or otherwise rendered ineffective by the Customer, intruders or other unauthorised persons, and in such event it shall not be liable for direct or indirect loss or damage suffered by the Customer, intruders or other unauthorised persons.
- 7.3.3 the Company shall not be liable to the Customer whether in contract, tort (including negligence), breach of statutory duty or otherwise, for any loss of profit, goodwill or any type of special indirect or consequential loss (including loss or damage suffered by the Customer as a result of action brought by a third party) arising under or in connection

with this Agreement even if such loss was reasonably foreseeable or the Company had been advised of the possibility of the Customer incurring the same.

- 7.4 If any breach of this Agreement by the Company gives rise substantially to the same loss then they shall be regarded as giving rise to only one claim under this Agreement.
- 7.5 Save where a breach by the Company is irremediable, prior to making any claim against the Company for any breach of this Agreement, the Customer shall notify the Company in writing providing details of the breach, providing the Company with 30 days to remedy such breach. The Customer shall not make any claim against the Company unless and until this period has expired and the Company has failed to remedy such breach.
- 7.6 The Customer acknowledges that:
- 7.6.1 The System and the Service are an aid to security and is designed to reduce the risk of loss or damage to the Site and its contents but does not guarantee to eliminate such risk. The Company does not warrant or guarantee that the System or the Service will prevent, deter or restrict fire, trespass on the Site or criminal actions against the Site or its contents. The Company does not warrant or represent that the System or the Service is incapable of being compromised, neutralized bypassed or otherwise rendered inoperative by the Customer, trespassers, intruders or other unauthorized persons. The effectiveness of the System is limited to the configuration of the System on the Site. As such the System may suffer from blind spots which can result in intrusions not being detected by the System. Furthermore, changes in atmospheric conditions can result in changes in the effective operating range of detection devices, creating transient blind spots. In such event, subject always to Condition 7.2, the Company shall not be liable for direct or indirect loss or damage suffered by the Customer, intruders or other unauthorised persons.
- 7.6.2 Notwithstanding the provision of any Maintenance Services, or being otherwise maintained in accordance with relevant British standards or manufacturer's guidelines, the System will not operate without interruption or error.
- 7.7 In view of the previous Conditions 7.1 to 7.6 inclusive, the Customer acknowledges that he, she or it should effect separate insurance cover.

8. Guarantees

- 8.1 The Company will warrant any equipment comprising the System (whether a part as originally installed on the installation date or a replacement part) for a period of twelve months from the installation date (the '**correction period**'). This warranty is provided on the basis that the System will be returned to the Company at the Customer's cost, or collected by the Company (i.e. on a "return to base" (RTB) basis) and the Company reserves the right to charge for labour relating to the collection, removal and replacement of such goods during this period. In addition, this warranty in respect of the System is subject to Maintenance Services being provided by the Company to current British Standards throughout the **correction period**. For the avoidance of doubt the cost of replacement of any parts (whether replacement or otherwise) that fail outside the correction period shall be for the account of the Customer unless otherwise provided for under these Conditions. Exceptions to the above include for any such things made necessary by a wilful or negligent act of any person (other than the Company, its employees, and agents), or by some other cause or peril beyond the Company's control.
- 8.2 The Company will use all reasonable endeavours to meet any response times but shall not be responsible for any loss suffered as a result of a failure by the Company to comply with time obligations under this Agreement. The Customer further accepts that some faults may not be capable of immediate correction by the Company.
- 8.3 The Customer warrants that it has drawn to the attention of the Company all factors affecting the Site which may affect the method of installation and specification of the System and the Company shall not be liable for any loss suffered by the Customer as a result of failure to notify the Company of any such factors.

9. Ownership

Until full payment is received as referred to in Condition 4 above, every part of the System and associated equipment shall remain the property of the Company and the Customer irrevocably grants a licence in the event of his, her or its default, to enter upon his, her or its premises to recover the same whether fixed or unfixd provided the Company shall first obtain an Order from a Court of Law permitting entry into the Customer's premises. Until recovery of the Company's property, the Customer shall take reasonable care of same and shall pay the Company's reasonable costs of replacing or repairing the same.

10. Customer Obligations

The Customer shall:

- 10.1 upon acceptance of a further written quotation, pay, in addition to the Quotation Price and the Maintenance Price (if any) for the cost of any works from time to time required to upgrade the System to a state which complies with the relevant Applicable Standards.
- 10.2 pay for all necessary repairs and replacements, after reasonable justification by the Company, to the System unless these are covered by guarantees or extended guarantees of the Maintenance or where they are necessary due to the neglect of the

Company, its employees and or agents.

- 10.3 where the System has been installed so as to be linked with any Authority or monitoring service and where it has operated so as to register with such Authority or monitoring service then the Customer or his agent shall immediately after being aware of the event notify the Company.
- 10.4 not permit anyone (including the Customer himself) other than the Company to test, adjust or reset or interfere with the System or any part thereof. In the event of a breach of this provision and without prejudice to clause 7.2 the Company shall not be liable, and the Customer shall have no right of claim against the Company whatsoever, for any direct or indirect loss or damage suffered by the Customer or any third party arising directly or indirectly from any such breach.
- 10.5 permit the Company's staff and agents (and inspectors representing any approvals or regulatory organisation by which the Company is for the time being recognised) from time to time to have access to the Customer's premises at all reasonable times.
- 10.6 not charge, pledge or otherwise deal with any of the Company's equipment or installation which has not already been sold to the Customer nor part with possession of the same or remove or permit it to be removed from the Customer's premises.
- 10.7 notify the Company of any proposed structural alteration to the premises or any other modification which may affect the existing System or system to which it may be linked. Any extension to or alteration of the System which may thereby become necessary shall be carried out by the Company at the additional expense of the Customer.
- 10.8 notify the Company as soon as practical (and preferably at once) after the appearance of any defect in the System, and to permit the Company to take such steps as it thinks fit to remedy such a defect.
- 10.9 ensure that the external alarm bell does not cause a nuisance as defined by current Noise Pollution legislation from time to time, the Customer shall ensure that arrangements include an automatic device, limiting bell noise to 20 minutes and for two keyholders to be available within this time [current legislation includes (but is not limited to) the Noise Act 1996, Environmental Protection Act 1990 and the Control of Pollution Act 1974.
- 10.10 obtain and pay for the telephone line or other telephone company apparatus required for monitoring or remote signalling (if any) as well as other necessary facilities, consents, permits, licenses, wayleaves or approvals required for installing the system. However the Company will assist by putting the telephone company in touch with the Customer for provision of the requisite type of service.
- 10.11 register with the 'Information Commissioner's Office' (ICO) if the installed system is utilized for the processing of sensitive personal information as defined in the Data Protection Act. If the installed Security system includes CCTV and images of individuals are routinely captured, it is up to the customer to determine whether the ICO Code of Practice for CCTV should also be adhered to. (Details of the ICO can be found at <https://ico.org.uk/>).

11 Termination

Where this Agreement covers the provision of Maintenance Services:

- 11.1 Either party may terminate this Agreement by not less than three months' notice in writing to that effect to expire upon the day before any anniversary of such Maintenance Period.
- 11.2 At the end of the Initial Period and each subsequent Renewal Period (as defined in this Condition 11.2), the Agreement will be automatically renewed for a further 12 months unless the Company or the Customer has given the other written notice of its wish to terminate the Agreement not less than three months before the end of the initial Period, or the current renewal period as applicable ("Renewal Period").
- 11.3 Where this Agreement is terminated by the Customer otherwise than in accordance with the terms of this Agreement then, without prejudice to the Company's other rights and remedies the Customer shall:
 - 11.3.1 make payment in full of the Maintenance Price, including any charges payable in respect of Monitoring Services for one full Renewal Period prior to the expiry of the Initial Period or the current Renewal Period (as applicable), within 30 days of such purported termination.
 - 11.3.2 pay to the Company on demand all arrears of the Charges and any payments that would have been made by the Customer for the remainder of the duration of the Initial Period or current Renewal Period (as applicable); and
 - 11.3.3 indemnify the Company against any additional loss costs charges and expenses incurred by the Company as a result of such cancellation.
- 11.4 In the event of such termination the Customer shall forthwith return to the Company any part of the System and any other equipment which is rented by the Customer from the Company. The Customer shall thereafter be responsible for making his, her or its own arrangements in regard to any monitoring or other continuing services which may be required, it being a condition that monitoring services will only be provided by the Company or his agent when Maintenance is being provided by the

Company to the Customer.

- 11.5 If the Customer shall commit any breach of this Agreement or enter into any form of Liquidation, Administration, Receivership, Corporate Voluntary Arrangement, Individual Voluntary Arrangement or Bankruptcy, or any payment shall be more than one month in arrears, the Company may forthwith by notice in writing terminate this Agreement (and on such termination the Agreement shall come to an end) without prejudice to its right to recover all of the equipment belonging to the Company and any sum due by the Customer to the Company.
- 11.6 If the Company shall terminate this Agreement under Condition 11 the Customer shall be liable to pay to the Company all sums then due together with all such other sums which would have become due in respect of the Maintenance Charge and (if applicable) the Monitoring Charge, set out in Section G and H of this Agreement respectively, from the date of termination to the earliest date upon which the Customer could have terminated this Agreement under Conditions 11.1 and 11.2.
- 11.7 Even though the Agreement may be terminated, the Company and his/her or its agents shall have the right upon reasonable notice to enter the Customer's premises (subject to obtaining prior approval from a Court of Law) to remove any equipment belonging to the Company and subject to Condition 7.2 shall not be liable for any loss or damage occasioned thereby.

12. Force Majeure

- 12.1 "Force Majeure" means an event beyond the reasonable control of the Company including but not limited to:
- 12.1.1 any failure in the telecommunications network, telephone lines, power supplies, utilities or other services provided by a service provider or utility or any other condition beyond the Company's control that prevents the System from in any way performing or the Company from being able to perform part or all of the Service and/or secure attendance of a Customer keyholder or the emergency services to the site;
- 12.1.2 strikes, lock-outs or other industrial disputes (whether involving the workforce of the Company or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.
- 12.2 The Company shall not be liable to the Customer as a result of any delay or failure to perform its obligations under this Agreement as a result of a Force Majeure Event.

13. Right to Refer Disputes to Adjudication in Contracts which are subject to the Housing Grants, Construction and Regeneration Act 1996

If this Agreement is a contract to which the Housing Grants, Construction and Regeneration Act 1996 applies then:-

- 13.1 If any dispute or difference arises out of or in connection with this Agreement, any party at any time refer the said dispute or difference to adjudication to be conducted in accordance with the Scheme for Construction Contracts prescribed under the Housing Grants, Construction and Regeneration Act 1996.
- 13.2 The said adjudication shall be conducted by an adjudicator appointed by agreement between the parties or in default of agreement, the referring party shall request the Centre for Effective Dispute Resolution (CEDR) being a nominating body under Clause 2.1(b) of the said Scheme for these purposes to select a person to act as adjudicator.

14. Mediation

Subject always to the right of any party at any time in a contract to which the Housing Grants, Construction and Regeneration Act 1996 applies, to refer a dispute or difference arising out of or in connection with this agreement to adjudication as above, either party may request by notice in writing, with record of posting, that the dispute be referred to mediation by a person agreed between the parties. Should the parties agree to mediation but fail to agree upon the person to mediate within seven days of such a request being made, then either party may apply to NSI for the appointment of a Mediator and such mediation will be conducted in accordance with guidelines for mediation published by the Academy of Experts.

(Note: Mediation does not result in a resolution being imposed or enforceable upon any party. It aims to assist the parties in reaching a mutually agreed resolution of their dispute or differences).

15. Applicable Law and Category of Jurisdiction

This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by the laws of the England, and each party irrevocably agrees that the courts of England shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).