

# Securitatem Installations Limited

## Terms and conditions

### 1 DEFINITIONS AND INTERPRETATION

The following definitions and rules of interpretation apply in these Conditions.

#### 1.1 Definitions:

**"Charges"** means the charges payable by the Customer to the Supplier for the supply of the Services in accordance with clause 8 of these terms;

**"Commencement Date"** means has the meaning given in clause 2.3;

**"Contract"** means the contract between the Supplier and the Customer for the supply of Services in accordance with these Conditions, and the Quote;

**"Customer "** means the party contracting as principal with the Supplier as detailed in the Quote to acquire Services from the Supplier;

**"Customer Data"** means data inputted by the Supplier on its own computer network relating to the Customer for the purposes of providing the Services;

**"Data Protection Legislation"** means the Data Protection Act 2018 and General Data Protection Regulations (for so long as the GDPR remains in force) and any other European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications); and the guidance and codes of practice issued by the relevant data protection or supervisory authority and applicable to a party;

**"Deliverables"** means the deliverables set out in the Quote produced by the Supplier for the Customer;

**"Delivery Location"** means the address specified in the Proposal for the delivery and installation of Deliverables;

**"Force Majeure Event"** means any circumstance not within a party's reasonable control including, without limitation: acts of God, flood, drought, earthquake or other natural disaster; epidemic or pandemic; terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations; nuclear, chemical or biological contamination or sonic boom; any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent; collapse of buildings, fire, explosion or accident; and interruption or failure of utility service.

**"GDPR"** means General Data Protection Regulation ((EU) 2016/679);

**"Goods"** means all products, and materials acquired, developed, created or generated by the Supplier or its agents, subcontractors, consultants and/or employees in relation to the performance of the Services as described in the Proposal and any and all amendments or supplements to it produced by the Supplier for the Customer as specified in the Quote;

**"Intellectual Property Rights"** means patents, utility models, rights to inventions, copyright and neighbouring and related rights, trade marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;

**"Quote"** means the Customer's quote for the supply of Goods and/or Services, as set out in the Customer's written acceptance of the Quote;

**"Services"** means the services, including the Goods, supplied and to be supplied by the Supplier to the Customer as set out in the Quote;

**"Supplier"** means Securitatem Consultancy Limited a company registered in England and Wales with company registration number 9964549 and registered office at Unit 5, Roebuck Business Park, Ashford Road, Kent, ME17 1AB;

#### 3.2 Interpretation:

### 2 BASIS OF CONTRACT

2.1 Where expressly stated on the Quote, the submitted Quote is an offer capable of acceptance upon signature by the Customer.

2.2 For such Quotes as set out in Clause 2.1 above, upon approval, Parties agree that the Services shall be contracted under the Terms and Conditions set out herein.

2.3 The Quote shall be accepted when the Customer signs the quote document at which point and on which date the Contract shall come into existence (**Commencement Date**).

- 2.4 Any drawings, descriptive matter or advertising issued by the Supplier and any descriptions of the Goods or illustrations or descriptions of the Services contained in the Supplier's catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Services and/or Goods described in them. They shall not form part of the Contract or have any contractual force.
- 2.5 These Conditions apply to the Contract 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.
- 2.6 All of these Conditions shall apply to the supply of both Goods and Services except where application to one or the other is specified.

### **3 GOODS**

- 3.1 The Goods are described in the Supplier's catalogue.
- 3.2 If the Customer wishes to make changes to the Goods it will advise the Supplier as soon as practicable. If the Supplier, in its absolute discretion is of the view that it could agree to such changes it will so advise the Customer and of any changes to the price for such Goods, the timing of supply and anything else which would be necessary as a result of the changes.
- 3.3 If the parties agree such changes will be made:
- 3.3.1 the Supplier shall issue a revised Quote for signature and return by the Customer; and
- 3.3.2 with effect from the date of such signature and return the revised Quote shall replace the original Quote as an element of the Contract.
- 3.4 The Supplier reserves the right to amend the Goods specification if required by any applicable statutory or regulatory requirement to implement minor technical adjustments and improvements and the Supplier shall notify the Customer in any such event.

### **4 QUALITY OF GOODS**

- 4.1 The Supplier warrants that upon installation, and for a period of 12 months from the date of installation ("**warranty period**"), the Goods shall:
- 4.1.1 conform in all material respects with their description;
- 4.1.2 be free from material defects in design, material and workmanship;
- 4.1.3 be of satisfactory quality (within the meaning of the Sale of Goods Act 1979); and
- 4.1.4 be fit for any purpose held out by the Supplier.
- 4.2 Subject to clause 4.3, the Supplier shall, at its option, repair or replace the defective Goods, or refund the price of the defective Goods in full if:
- 4.2.1 the Customer gives notice in writing during the warranty period within a reasonable time of discovery that some or all of the Goods do not comply with the warranty set out in clause 4.1;
- 4.2.2 the Supplier is given a reasonable opportunity of examining such Goods; and
- 4.2.3 the Customer (if asked to do so by the Supplier) returns such Goods to the Supplier's place of business at the Supplier's cost.
- 4.3 The Supplier shall not be liable for the Goods' failure to comply with the warranty in clause 4 if:
- 4.3.1 the Customer makes any further use of such Goods after giving a notice in accordance with clause 4.2.1;
- 4.3.2 the defect arises because the Customer failed to follow the Supplier's oral or written instructions as to the use or maintenance of the Goods or (if there are none) good trade practice;
- 4.3.3 the defect arises as a result of the Supplier following any drawing, design or Goods Specification supplied by the Customer;
- 4.3.4 the Customer alters or repairs such Goods without the written consent of the Supplier;
- 4.3.5 the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal working conditions; or
- 4.3.6 the Goods differ from the Goods Specification as a result of changes made to ensure they comply with applicable statutory or regulatory standards.
- 4.4 Except as provided in this clause 4, the Supplier shall have no liability to the Customer in respect of the Goods' failure to comply with the warranty set out in clause
- 4.5 The terms of these Conditions shall apply to any repaired or replacement Goods supplied by the Supplier.

### **5 CUSTOMER CARE**

If the Customer has any questions or complaints about any of the Goods or Services it must promptly inform the Supplier by telephoning the Supplier's customer service team at +44 (0) 203 746 2214 or by emailing it at [headoffice@securitatemgroup.com](mailto:headoffice@securitatemgroup.com).

### **6 SUPPLY OF SERVICES**

- 6.1 The Supplier shall supply the Services to the Customer in accordance with the Proposal in all material respects.
- 6.2 The Supplier shall use reasonable endeavours to meet any performance dates for the Services specified in the Proposal, but any such dates shall be estimates only and time shall not be of the essence for the performance of the Services.
- 6.3 The Supplier reserves the right to amend the Services if necessary, to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Services, and the Supplier shall notify the Customer in any such event.

**6.4** The Supplier warrants to the Customer that the Services will be provided using reasonable care and skill.

## **7 CUSTOMER'S OBLIGATIONS**

**7.1** The Customer shall:

- 7.1.1** ensure that the terms of the Quote are complete and accurate;
- 7.1.2** co-operate with the Supplier in all matters relating to the Services;
- 7.1.3** provide the Supplier, its employees, agents, consultants and subcontractors, with access to the Customer's premises, office accommodation and other facilities as reasonably required by the Supplier to provide the Services;
- 7.1.4** provide the Supplier with such information and materials as the Supplier may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material respects;
- 7.1.5** prepare the Customer's premises for the supply of the Services;
- 7.1.6** obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start;
- 7.1.7** comply with all applicable laws, including health and safety laws;
- 7.1.8** For safe ladder use, our engineers use a Ladder safety fall protection kit when working above a 2-meter height. For lone workers a 14mm hole (plugged when not in use) will be drilled into the external wall in use, to the depth of 52mm to fit the anchor.
- 7.1.9** keep all materials, equipment, documents and other property of the Supplier ("Supplier Materials") at the Customer's premises in safe custody at its own risk, maintain the Supplier Materials in good condition until returned to the Supplier, and not dispose of or use the Supplier Materials other than in accordance with the Supplier's written instructions or authorisation;
- 7.1.10** comply with any additional obligations as set out in the Proposal; and

**7.2** If the Supplier's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation ("Customer Default"):

- 7.2.1** without limiting or affecting any other right or remedy available to it, the Supplier shall have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations in each case to the extent the Customer Default prevents or delays the Supplier's performance of any of its obligations;
- 7.2.2** the Supplier shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the Supplier's failure or delay to perform any of its obligations as set out in this clause; and
- 7.2.3** the Customer shall reimburse the Supplier on written demand for any costs or losses sustained or incurred by the Supplier arising directly or indirectly from the Customer Default.

## **8 CHARGES AND PAYMENT**

**8.1** The price including expenses and taxes shall be as set out in the Quote.

**8.2** The Supplier reserves the right to:

- 8.2.1** increase the charges for the Services on an annual basis with effect from each anniversary of the Commencement Date in line with the percentage increase in the Average Earnings Index in the preceding 12-month period and the first such increase shall take effect on the first anniversary of the Commencement Date and shall be based on the latest available figure for the percentage increase in the Average Earnings Index
- 8.2.2** increase the price of the Goods, by giving 30 days notice to the Customer prior to renewal.

**8.3** The Supplier shall invoice the Customer as per the payment terms set out in the Quote.

**8.4** The Customer shall pay each invoice submitted by the Supplier within 14 days of the date of the invoice.

**8.5** All amounts payable by the Customer under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time ("VAT").

**8.6** If the Customer fails to make a payment due to the Supplier under the Contract by the due date, then, without limiting the Supplier's remedies under these Conditions, the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 10.6 will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.

**8.7** All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

## **9 INTELLECTUAL PROPERTY RIGHTS**

**9.1** All Intellectual Property Rights in or arising out of or in connection with the Goods and Services (other than Intellectual Property Rights in any materials provided by the Customer) shall be owned by the Supplier.

## **10 DATA PROTECTION AND DATA PROCESSING**

**10.1** The Supplier may collect and hold some personal and non-personal data when supplying services to you, using the methods set out in the table. We do not collect any 'special category' or 'sensitive' personal data or personal data relating to children or data relating to criminal convictions and/or offences.

Data Collected	How we Collect the Data
Identity Information including name and title	Via Quote requests or Contract acceptance
Contact information including, address, email address and telephone number	Via Quote requests or Contract acceptance

## 11 CONFIDENTIALITY

11.1 Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted under this Clause

11.2 The Supplier may disclose the Customer's confidential information:

11.2.1 to its employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out the Supplier's obligations under the Contract. The Supplier shall ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses the Customer's confidential information comply with this clause; and

11.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

11.3 Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the Contract.

## 12 LIMITATION OF LIABILITY

12.1 The sole liability of the Supplier (whether in contract, tort, negligence, strict liability in tort, by statute or otherwise) for any and all claims in any manner related to this Contract, will be payment of direct damages, not to exceed (in the aggregate) an amount equal to the total fees received by the Supplier under this Contract (if the term of the Arrangement Letter is 24 months or longer, the liability is capped and limited to the Charges received during the twelve month period immediately preceding the event giving rise to such claim). In no event will the Supplier be liable for any: (A) consequential, incidental, indirect, special or punitive damage, loss or expenses or business interruption, lost business, lost profits or lost savings, or (B) loss or claim arising out of or in connection with the Customer's implementation of any conclusions or recommendations made by the Supplier based on, resulting from, arising out of, or otherwise related to this Contract.

12.2 Unless the Customer notifies the Supplier that it intends to make a claim in respect of an event within the notice period, the Supplier shall have no liability for that event. The notice period for an event shall start on the day on which the Customer became, or ought reasonably to have become, aware of its having grounds to make a claim in respect of the event and shall expire 3 months from that date. The notice must be in writing and must identify the event and the grounds for the claim in reasonable detail.

12.3 This clause shall survive termination of the Contract.

## 13 TERMINATION

13.1 Without affecting any other right or remedy available to it, either party may terminate the Contract for services by giving the other party not less than one month's written notice.

13.2 Without affecting any other right or remedy available to it, the Supplier and the Customer may terminate the Contract with immediate effect by giving written notice to the other if:

13.2.1 the other party commits a material breach of its obligations under the Contract and (if such breach is remediable) fails to remedy that breach within 14 days after receipt of notice in writing to do so;

13.2.2 the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;

13.2.3 the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or

13.2.4 the other party's financial position deteriorates to such an extent that in the terminating party's opinion the other party's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.

13.3 Without affecting any other right or remedy available to it, the Supplier may terminate the Contract with immediate effect by giving written notice to the Customer if:

13.3.1 The Customer does not make any payment to the Supplier when due and still does not make payment within 14 days after the Supplier reminding it that payment is due;

13.3.2 The Customer does not, within a reasonable time after the Supplier's request, provide the Supplier with information that is necessary for the provision of Goods or Services; or

13.3.3 The Customer does not, within a reasonable time, permit access for the provision of the Services.

13.4 Without affecting any other right or remedy available to it, the Supplier may suspend the supply of Services or all further deliveries of Goods under the Contract or any other contract between the Customer and the Supplier if the Customer fails to pay any amount due under the Contract on the due date for payment, the Customer becomes subject to any of the events listed in this clause 13.2.2 to clause 13.2.4 or the Supplier reasonably believes that the Customer is about to become subject to any of them.

#### 13.5 Transfer of Monitoring / Change of Provider

13.5.1 Upon termination of the Contract for any reason, and subject to all outstanding sums being paid in full, the Supplier will provide reasonable cooperation to facilitate the transfer of monitoring services to a new provide. When required this will include the provision of system information and access codes.

13.5.2 Engineer codes will be reset to their default settings before being handed over. If the Supplier does not have remote access to the Customer's system to make this change, a call-out will be necessary which will be charged at the Customer's contract rate.

13.5.3 Where the Customer requests the Supplier to change, reset, reprogramme or release any access codes, signalling paths, communication modules or other system credentials in connection with the transfer to another monitoring provider, the Supplier may charge the Customer a reasonable fee for this work. Such fees will be notified to the Customer in advance and must be paid prior to the Supplier undertaking the changes.

13.5.4 The Supplier will not be obliged to release any codes or facilitate any transfer until all amounts owed by the Customer under the Contract (including charges for decommissioning, code changes, or administrative work related to the transfer) have been settled in full with the Supplier.

13.5.5 The Supplier shall not be liable for any delay in the transfer of monitoring services to a new provider where such delay arises from the Customer's failure to provide required information, settle outstanding charges, or engage a suitably qualified incoming provide.

### 14 CONSEQUENCES OF TERMINATION

14.1 On termination of the Contract:

14.1.1 the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest and, in respect of Services and Goods supplied but for which no invoice has been submitted, the Supplier shall submit an invoice, which shall be payable by the Customer immediately on receipt;

14.1.2 the Customer shall return all of the Goods which have not been fully paid for. If the Customer fails to do so, then the Supplier may enter the Customer's premises and take possession of them. Until they have been returned, the Customer shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract.

14.2 For any yearly 12 month maintenance contracts which are paid annually in advance, upon Customer termination of this contract, the Customer shall only be entitled to up to and not exceeding 4 months refund (calculated on a pro rata basis) of payments. For the sake of clarity, this means that:

14.2.1 Should a Customer cancel after 6 months, such refund shall be for a maximum of 4 months (calculated on a pro rata basis); and

14.2.2 Should a Customer cancel before the commencement of the 10th month, such refund shall be for 2 months (calculated on a pro rata basis).

14.3 Termination of the Contract shall not affect any rights, remedies, obligations and liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination.

Any provision of the Contract that expressly or by implication is intended to have effect after termination shall continue in full force and effect.

### 15 FORCE MAJEURE

24.1 Neither party shall be in breach of the Contract nor liable for delay in performing or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control (a Force Majeure Event). In such circumstances the affected party shall be entitled to a reasonable extension of the time for performing such obligations.

### 16 GENERAL

#### 16.1 Assignment and other dealings

16.1.1 The Supplier may at any time assign, subcontract, or delegate with any or all of its rights and obligations under the Contract.

16.1.2 The Customer shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract without the prior written consent of the Supplier which the Supplier shall have absolute liberty to withhold.

#### 16.2 Notices.

16.2.1 Any notice or other communication given to a party under or in connection with this Agreement shall be in writing and shall be sent via email to [headoffice@securitatemgroup.com](mailto:headoffice@securitatemgroup.com) (for the Supplier) and in writing via post or email provided in the Quote (for the Customer).

16.3 **Severance.** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant

provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

16.4           **Waiver.** A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.

16.5           **No partnership or agency.** Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party the agent of the other, or authorise either party to make or enter into any commitments for or on behalf of the other party.

16.6           **Entire agreement.**

16.6.1       The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

16.6.2       Each party acknowledges that in entering into the Contract it does not rely on and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misrepresentation based on any statement in the Contract.

16.6.3       Nothing in this clause shall limit or exclude any liability for fraud.

16.7           **Third party rights.**

16.7.1       Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

16.8           **Variation.** Except as set out in these Conditions, no variation of the Contract shall be effective unless it is agreed in writing and signed by the parties (or their authorised representatives).

16.9           **Governing law.** The Contract and any dispute or claim shall be governed by and construed in accordance with the law of England and Wales