



CONDITIONS OF SUPPLY

1. DEFINITIONS AND INTERPRETATION

1.1 The following terms as used herein shall have the meaning as stated:

"**Alarm Receiving Centre**" means the premises where intruder alarms and automatic fire detection systems are monitored;

"**Business Day**" means any day between Monday to Friday inclusive, excluding any public or bank holidays;

"**Business Hours**" means between 08.30 and 17.30 on a Business Day;

"**Charges**" means the charges payable by the Client under the Contract, comprised of the Installation Charge and the Maintenance and Monitoring Charges;

"**Client**" means the person, firm or company named in the Quotation as the client;

"**Company**" means ADL Security (UK) Limited;

"**Conditions**" means these Conditions of Supply;

"**Contract**" means a contract between the Company and the Client for the supply of Goods and Services, comprised of the System, the Installation Service, the Maintenance Service and the Monitoring Service, as evidenced by the Client's written acceptance of the Company's Quotation;

"**Control Equipment**" means equipment necessary for setting, unsetting, configuring and testing the System, and for activating any Warning Equipment and Remote Signalling Equipment;

"**Goods**" means the goods or materials agreed in the Contract to be supplied by the Company to the Client (including any part or parts of them), comprised of the System;

"**Installation Charge**" means the charge set out in the Quotation as the charge for the supply and installation of the System;

"**Installation Service**" means the installation service detailed in the Quotation;

"**Maintenance and Monitoring Charges**" means the charges set out in the Quotation as the charges for the Maintenance Service and the Monitoring Service;

"**Maintenance Service**" means the maintenance service detailed in the Quotation;

"**Minimum Term**" means the minimum term of the Maintenance Service and the Monitoring Service as detailed in the Quotation;

"**Monitoring Service**" means the monitoring service detailed in the Quotation;

"**Quotation**" means the quotation for the Goods and/or Services which is provided by the Company to the Client;

"**Remote Signalling Equipment**" means equipment which automatically communicates the state of the System to the Alarm Receiving Centre, Police or Fire Authority (and also to the Client and/or the Client's keyholder, by virtue of any data transmission method selected by the Client and agreed by the Company for this purpose);

"**Services**" means the services agreed in the Contract to be performed by the Company for the

Client (including any part or parts of them), comprised of the Installation Service, the Maintenance Service and the Monitoring Service;

"**Site**" means the premises or site specified in the Quotation for delivery of the Goods and performance of the Services and shall also include any vehicle upon which the Goods are to be installed;

"**Specification**" means the functional specification set out in the Quotation in accordance with which the Goods and/or Services are to be supplied;

"**System**" means the Control Equipment, Warning Equipment, Remote Signalling equipment, detectors, access control, CCTV and door intercom systems and all interconnecting wiring and other items of equipment, as set out in the Specification;

"**Warning Equipment**" means equipment giving an indication at the Site that an alarm condition has occurred.

1.2 A reference to a clause is to a clause of these Conditions. Clause headings shall not affect the interpretation of these Conditions.

1.3 Any reference to "parties" means the parties to the Contract and "party" shall be construed accordingly.

1.4 A reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, application or re-enactment and includes any subordinate legislation for the time being in force made under it.

1.5 Words in the singular include the plural and in the plural include the singular.

2. APPLICATION OF CONDITIONS

2.1 All Quotations are given subject only to these Conditions, which shall be incorporated into the Contract and which shall prevail to the exclusion of any other terms including any conditions, warranties or representations written or oral, express or implied, even if contained in any of the Client's documents which purport to provide that the Client's own terms shall prevail. Any representations about any Goods and Services shall have no effect unless expressly agreed in writing and signed by the Company's authorised signatory.

2.2 Any Quotation is given on the basis that no Contract shall come into existence unless and until the Client accepts the Company's Quotation in writing, which includes email.

2.3 Any Quotation is valid for a period of 30 days only from its date, provided that the Company has not previously withdrawn it.

2.4 The quantity and description of any Goods and/or Services shall be as set out in the Quotation.

2.5 Any typographical, clerical or other accidental errors or omissions in any sales literature, price list, Quotation, invoice or other document or information issued by the Company shall be subject to correction without any liability on the Company's part.

2.6 All samples, drawings, descriptive matter and advertising issued by the Company and any descriptions or illustrations contained in the Company's website, catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Goods and Services described in them. They shall not form part of the Contract and this is not a sale by sample.

2.7 The Client warrants that:-

- (a) it has the legal right and/or full authority to grant the Company access to all relevant parts of the Site so that the Company may

- fulfil each of its obligations and enjoy each of its rights under the Contract; and
- (b) the Company is authorised by the Client to procure any contracts with third parties on behalf of the Client required for the provision of the Services and the Client agrees to use commercially reasonable efforts to mutually negotiate such contracts direct with such third parties.
- 2.8 If any licence or consent shall be required for the acquisition, installation or use of the Goods by the Client, the Client shall obtain it at its own expense and (if requested) produce evidence of it to the Company on demand. Failure to obtain any licence or consent shall not entitle the Client to withhold or delay payment of the Charges. Any additional expenses or charges incurred by the Company resulting from such failure shall be for the Client's account.
- 2.9 The Company has no obligation to accept any variation to the Contract requested by the Client, whether by addition, substitution or omission (or, without limitation, to the Goods/and or Services to be provided under the Contract) and no such request shall be deemed to be accepted in the absence of the Company's written agreement to the variation.
- 2.10 Clauses 2.11-2.17 shall apply if and only if the Client enters into a Contract with the Company as a consumer - that is, as an individual acting wholly or mainly outside the Client's trade, business, or profession - where the Contract is a distance contract or off-premises contract within the meaning of the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.
- 2.11 The Client may cancel a Contract entered into with the Company at any time within the period:
- (a) beginning when the Contract was entered into; and
- (b) ending at the end of 14 days after the day on which the Contract was entered into.
- The Client does not have to give any reason for the cancellation.
- 2.12 The Client acknowledges that the Goods are supplied to the Client as an ancillary part of a package of services comprised of the Installation Service, the Maintenance Service and the Monitoring Service and that the Contract with the Company is a contract for the provision of services, for the purposes of the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.
- 2.13 The Client agrees that the Company may begin the provision of the Services before the expiry of the period referred to in clause 2.11 and the Client acknowledges that, if the Company does begin the provision of Services before the end of that period, then the Client will lose the right to cancel referred to in clause 2.11.
- 2.14 In order to cancel a Contract on the basis described in clause 2.11, the Client must inform the Company of the Client's decision to cancel. The Client may inform the Company by means of any clear statement setting out the decision. To meet the cancellation deadline, it is sufficient for the Client to send the Client's communication concerning the exercise of the right to cancel before the cancellation period has expired.
- 2.15 If the Client cancels a Contract on the basis described in this clause 2.11, the Client will receive a full refund of any amount the Client paid to the Company in respect of the Contract.
- 2.16 The Company will refund money using the same method used to make the payment, unless the Client has expressly agreed otherwise.
- 2.17 The Company will process the refund due to the Client as a result of cancellation without undue delay and, in any case, within the period of 14 days after the day on which the Company is informed of the cancellation.
- 2.18 Unless the Client cancels a Contract on the basis described in clause 2.11 (subject always to the provisions of clause 2.13), the Contract may not be cancelled by the Client.
- 3. PAYMENT**
- 3.1 The Charges shall be paid in the amounts or percentages detailed in the Quotation at the times or intervals specified in the Quotation. The Company reserves the right to impose additional or increased charges where the Company incurs additional or increased costs or expenses which could not have been reasonably anticipated by or which were not otherwise apparent to the Company prior to the issuance of the Quotation.
- 3.2 The Company will review its scale of Charges on 1st January of each year and any increase, which will be effective immediately, will be notified to the Client.
- 3.3 The time of payment of the Charges shall be of the essence of the Contract.
- 3.4 Value Added Tax will, where applicable, be added to the Charges.
- 3.5 All payments to the Company shall be made without any deduction, withholding or set-off.
- 3.6 Failure by the Client to pay any invoice by its due date shall entitle the Company (without prejudice to any other right or remedy available to the Company):
- (a) at its option, to charge interest at the rate of five per cent (5%) per annum above HSBC Bank plc's base lending rate from time to time calculated on a daily basis (whether before or after any judgment) until payment in full is made (a part of a month being treated as a full month for the purpose of calculating interest); and
- (b) to terminate the Contract or suspend or cancel any future delivery of Goods and/or performance of Services.
- 3.7 If the Client is contracting as a business customer, the Company reserves the right to claim interest under the Late Payment of Commercial Debts (Interest) Act 1998.
- 3.8 All payments payable to the Company under the Contract shall become due immediately on its termination despite any other provision.
- 3.9 In accordance with clause 4.23, the Monitoring Service may not be provided without the Maintenance Service. However, the Maintenance Service may be provided without the Monitoring Service. Where the Client has contracted to receive the Maintenance Service only, all references in this clause 3 and in clause 8.4 (c) to the Maintenance and Monitoring Charges shall be hereby varied to refer to the charges payable by the Client to the Company for the Maintenance Service only.
- 4. OBLIGATIONS OF THE PARTIES**
- 4.1 The Company will install the System at the Site on the anticipated installation date provided by the Company in the Quotation.
- 4.2 All dates given by the Company in relation to the discharge of its obligations under the Contract are estimates only and the Company will not be liable for

- any delay or any consequences of any delay in the provision of the Goods and/or Services to the Client, howsoever caused.
- 4.3 Both prior to and during the performance of the Services the Client shall (at no cost to the Company) provide the Company with all co-operation, assistance and relevant information and access to such facilities, resources and utilities as the Company may reasonably require. Without limiting the generality of the foregoing, the Client shall:
- (a) inform the Company of any hazardous materials, working conditions, operations or processes on site with particular attention to the Health and Safety Act 1974, Construction Regulations 1994 and Control of Asbestos Work Regulations 1994. The Company reserves the right to withdraw employees from the Site if any significant hazard becomes apparent, and to make additional charges for interruption to programmed work;
 - (b) provide, or bear the cost of hiring specialist ladders, scaffolding or access equipment that may be necessary for the provision of the Services.
- 4.4 The Client shall be entirely responsible, at the Client's sole cost and expense, for obtaining any necessary easements or way leaves prior to the installation of the System at the Site.
- 4.5 The Charges have been calculated on the basis that the Company will be able to gain access to the Site without delay and that the work can be carried out without interruption on consecutive Business Days during Business Hours.
- 4.6 If the Company's costs are increased by a delay in obtaining access to the Site or if the Company complies with a request from the Client to interrupt its work or to undertake work outside Business Hours, the Company shall be entitled to vary the Charges.
- 4.7 Although the Company will exercise reasonable care in undertaking the Services, the Client will bear the cost of any reinstatement or redecoration made necessary by the installation, inspection, maintenance, repair or use of the System.
- 4.8 The System must be used and operated in accordance with the instructions the Company has given the Client, and with reasonable care and in a manner to preserve its proper and efficient working.
- 4.9 The Client shall:
- (a) where applicable, pay any line or equipment charges due to third parties (and any increases from time to time); and
 - (b) pay for all electrical supplies to the System and remain responsible for the upkeep and maintenance of all electrical supplies to the System.
- 4.10 Neither the Client, nor any of the Client's agents or sub-contractors, shall test, repair, adjust, tamper with, or alter or interfere with the System in any way, nor add to or substitute any part of the System.
- 4.11 The Client shall:
- (a) notify the Company immediately of any defect or malfunction in the System and will allow the Company to take any steps the Company considers necessary to remedy the defect;
 - (b) notify the Company immediately if the System requires resetting;
 - (c) notify the Company immediately of any proposed structural alteration to the Site
- or of any modification in the telephone installation affecting the System, or in the case of space alarms, of any alteration to the layout or fittings of the Site or of any major movements of contents;
- (d) be responsible for and shall pay the cost of any calls to the Site by the emergency services, or local authority action as a result of any sounding of the alarm system through any cause whatsoever, unless caused by the incorrect installation of any part of the System by the Company.
- 4.12 The Client agrees to pay any charge for any visit, service, part or work requested by the Client or the Client's agent, except where the visit is a scheduled routine maintenance visit or is covered by the terms of a comprehensive maintenance agreement.
- 4.13 The Client agrees to pay any charge for any visit, service, part or work necessary to ensure continued compliance with any British or European Standard, Police or Fire Authority regulation or other code of practice or regulation applicable to the System.
- 4.14 The Company will carry out the Maintenance Service as described in the Quotation.
- 4.15 The Company will, in undertaking the Maintenance Service, provide an emergency repair service in accordance with the British or European Standards applicable to the System and will carry out routine maintenance in accordance with and at the intervals specified by the British or European Standards applicable to the System.
- 4.16 The Maintenance Service shall commence upon the date stipulated in the Quotation and shall continue for the Minimum Term.
- 4.17 The Maintenance Service shall continue (subject to earlier termination in accordance with clause 9.1) beyond the Minimum Term (subject to the payment of all applicable charges by the Client to the Company) unless at least three calendar months' prior written notice is given by either party to the other to terminate the Maintenance Service upon the expiry of the Minimum Term. If the Maintenance Service continues beyond the Minimum Term, the Maintenance Service shall (subject to earlier termination in accordance with clause 9.1) thereafter be terminable by either party giving the other three calendar months' written notice of termination.
- 4.18 The provisions of clause 4.17 shall be subject to the provisions of clause 4.27.
- 4.19 The Maintenance Service does not include support which is necessitated as a result of any fault in or damage to the System attributable to:
- (a) failure or fluctuation of electric power, air conditioning, humidity control or other environmental conditions;
 - (b) accident, transportation, neglect, misuse, abuse or default by the Client, the Client's employees or agents or any third party;
 - (c) any attempt by any person other than the Company's personnel or any person authorised by the Company or the Company's authorised sub-contractor, to adjust, repair or support the System; or
 - (d) user error.
- 4.20 In addition, the Maintenance Service does not include:
- (a) electrical or other environmental work external to the System;
 - (b) the support of any attachments or associated components which do not form part of the System; or

- (c) the supply of consumable items.
- 4.21 Any new or replacement parts supplied to the Client in connection with the Maintenance Service shall become the Client's property and any old parts that are replaced by the Company shall become the Company's property. The Company shall not in any circumstances be deemed to have adopted any new or replacement parts supplied to the Client. Furthermore, where the Company provides the Maintenance Service in respect of any existing system, under no circumstances shall the Company be deemed to have adopted the efficacy of that existing system's design.
- 4.22 The Company will carry out the Monitoring Service as described in the Quotation.
- 4.23 The Client acknowledges that the Monitoring Service may not be provided without the Maintenance Service.
- 4.24 The Company shall provide the Client with a Monitoring Service compliant with such standards as may apply to the System.
- 4.25 The Monitoring Service shall commence upon the date stipulated in the Quotation and shall continue for the Minimum Term.
- 4.26 The Monitoring Service shall continue (subject to earlier termination in accordance with clause 9.1) beyond the Minimum Term (subject to the payment of all applicable charges by the Client to the Company) unless at least three calendar months' prior written notice is given by either party to the other to terminate the Monitoring Service upon the expiry of the Minimum Term. If the Monitoring Service continues beyond the Minimum Term, the Monitoring Service shall (subject to earlier termination in accordance with clause 9.1) thereafter be terminable by either party giving the other three calendar months' written notice of termination.
- 4.27 Since the Monitoring Service may not be provided without the Maintenance Service, pursuant to clause 4.23, the Client acknowledges that if the Monitoring Service continues beyond the Minimum Term, the Maintenance Service must also continue beyond the Minimum Term, until such time as both Services are simultaneously terminated.
- 4.28 In order to facilitate the Company's provision of the Monitoring Service, the Client shall at all times:
- (a) keep and operate the Remote Signalling Equipment in a proper and prudent manner and in accordance with any relevant instructions issued to the Client;
 - (b) maintain all agreed data transmission methods for the Remote Signalling Equipment; and
 - (c) provide and maintain in full working order such other security measures as shall reasonably be specified by the Company from time to time to enable the Company to adequately fulfil its obligations under the Contract.
- 4.29 The Client acknowledges that each party is jointly responsible for ensuring that the Specification is complete and accurate. The Client agrees that it should not accept any Quotation without first confirming the details of the Specification with the Client's insurers. The Client further agrees to notify the Company of any changes in the risk and if any such changes necessitate any agreed amendments to the Specification, to pay any and all additional Charges relating thereto to the Company.
- 4.30 Any and all intellectual property rights in the Specification shall, as and between the Company and

the Client, be the sole and exclusive property of the Company. The Specification shall be treated as confidential by the Client and shall not, other than in the circumstances indicated in clause 4.29, be disclosed or disseminated to any third party without the Company's prior written consent, nor used by the Client other than for any purpose (if any) authorised by the Company in writing.

- 4.31 The Client acknowledges that the Company shall be under no obligation to provide the Client with any details regarding the Company's own suppliers (including contact or pricing information or copies of suppliers' receipts) as such information is in the nature of a trade secret.
- 4.32 The Client acknowledges and agrees that any personal data contained in any information provided to the Company may be processed by and on behalf of the Company in connection with the provision of the Services and the Client further undertakes to register the System in accordance with the requirements of current data protection legislation.
- 4.33 The Company applies a Fair Use Policy in relation to all call-outs initiated through the System and the Company reserves the right to impose additional charges in any instance where the Company detects an irregular pattern or an excessive number of call-outs as aforesaid.
- 4.34 The Client shall not, without the prior written consent of the Company, whether acting on the Client's own account, on behalf of, or with any other person (including any person which the Client directs to act on its behalf), at any time from the date of first provision of the Services to the expiry of 6 months after the last date of supply of the Services, solicit or entice away from the Company or employ (or attempt to employ) or otherwise engage or attempt to engage the services of any person who is, or has been, engaged as an employee, consultant or subcontractor of the Company in the provision of the Services.
- 4.35 Any consent given by the Company in accordance with clause 4.34 shall be subject to the Client paying to the Company a sum equivalent to 15 % of the then current annual remuneration of the Company's employee, consultant or subcontractor.

5. VARIATION OF DESIGN

The Company reserves the right to vary the design or nature of equipment comprising the System as the Company shall in its sole discretion deem fit. Should it become necessary during installation to provide alternative equipment to that originally specified in the Quotation, the Company warrants that such alternative equipment shall offer equivalent performance, and that the function and performance of the System shall in no way be impaired.

6. FORCE MAJEURE

The Company reserves the right to defer the date of provision of the Goods and/or Services, or to cancel the Contract or reduce the volume of the Goods and/or Services ordered by the Client (without liability to the Client) if the Company is prevented from, or delayed in, the carrying on of the Company's business (wholly or in part) due to circumstances beyond its reasonable control including, without limitation, acts of God, the act of any government or authority (including any refusal or delay in obtaining, or the revocation of, any licence or consent), local or national lockdowns, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic,

pandemic, power failure, failure of telecommunication lines, failure or breakdown of plant, machinery or vehicles, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers, or any inability or delay in obtaining supplies of adequate or suitable materials, or the failure or demise of any source of supply.

7. WARRANTY

7.1 The Company warrants (subject to the other provisions of these Conditions) that:

- (a) on delivery, the Goods shall be of satisfactory quality within the meaning of the Sale of Goods Act 1979; and
- (b) if the Client has made it expressly known to the Company in the Client's order that the Goods shall be suitable for a particular purpose and the Company has expressly stated in the Quotation that the Company will supply Goods suitable for that purpose, then the Goods shall be reasonably fit for the purpose so stated; and
- (c) the Services will be performed with reasonable skill and care.

7.2 The Company's liability pursuant to clause 7.1 shall be limited:

- (a) for Goods, to the replacement of any part of the Goods found to be defective and notified to the Company within the period set forth in clause 7.3; and
- (b) for the Services, to re-performing those Services found, in its sole discretion, not to have been performed with reasonable skill and care and notified to the Company within the period set forth in clause 7.3.

7.3 Any defect or deficiency in, or malfunction or shortage or failure to correspond to Specification of the Goods and/or Services shall be notified to the Company within 3 days of the time when the Client discovers or ought to have discovered the defect or deficiency, or malfunction or shortage or failure to correspond to Specification, as applicable; otherwise, the Goods and Services shall be deemed to be satisfactory and a charge will be made for additional rectification work.

7.4 The Company shall not be liable for any breach of any warranty in clause 7.1, if:

- (a) the Client makes any further use of any Goods which the Client has alleged to be defective after giving notice of any such defect;
- (b) the Client modifies, adjusts, alters or repairs the Goods without the Company's prior written consent;
- (c) the defect arises because the Client failed to follow any oral or written instructions as to the storage, use or care of the Goods or (if there are none) good trade practice;
- (d) the defect arises from any inadequate or incorrect information supplied by the Client, or from fair wear and tear, wilful damage, negligence, abnormal working conditions, misuse of the Goods or from any other cause which is not due to the Company's neglect or default;
- (e) the defect relates to electrical work or other work external to the Goods, or arises by virtue of any act or omission of the Client relating to the operation of the

Goods, or through transportation or relocation of the Goods not performed by, for or on the Company's behalf, or by subjecting the Goods to any unusual physical or other stress or adverse environmental conditions;

- (f) the Charges have not been paid by the time for payment stipulated in clause 3; or
- (g) the defect is of a type specifically excluded by the Company by notice in writing.

7.5 If upon investigation, the Company reasonably determines that any defect or deficiency in, or malfunction or shortage or failure to correspond to Specification of the Goods and/or Services is a result of, or is excused by, any of the matters referred to in clause 7.4, the Client shall be liable for all costs reasonably incurred by the Company in investigating the same and determining the cause.

7.6 Without limiting any of the foregoing provisions of this clause 7, particular rights are granted to consumers under the Consumer Rights Act 2015. Specifically, where the Client enters into a Contract with the Company as a consumer, the Consumer Rights Act 2015 states that the Client can request the Company to repeat or fix the performance of the Services if the Services have not been carried out with reasonable skill and care and the Client may be entitled to some money back if the Company is unable to remedy its deficient performance.

8. EXCLUSION OF LIABILITY

8.1 The following provisions set out the Company's entire financial liability (including any liability for the acts or omissions of the Company's employees, agents and sub-contractors) to the Client in respect of:

- (a) any breach of these Conditions;
- (b) any use made by the Client of any of the Goods (or of any product incorporating any of the Goods) and any use made by the Client of any of the Services; and
- (c) any representation, statement or tortious act or omission including negligence arising under or in connection with the Contract.

8.2 All warranties, conditions and other terms implied by statute or common law (save for the conditions implied by section 12 of the Sale of Goods Act 1979 and section 2 of the Supply of Goods and Services Act 1982) are, to the fullest extent permitted by law, excluded from the Contract.

8.3 Nothing in these Conditions excludes or limits the Company's liability:

- (a) for death or personal injury caused by the Company's negligence; or
- (b) for any matter which it would be illegal for the Company to exclude or attempt to exclude the Company's liability; or
- (c) for fraud or fraudulent misrepresentation.

8.4 Subject to clause 8.2 and clause 8.3:

- (a) the Company has no special knowledge of the nature or value of the contents of the Site, or of the nature of the risks to which the Site and contents will from time to time be exposed. The Company limits its liability as set out below;
- (b) the Company is not an insurer and the System and the Services are not intended to be a substitute for proper and adequate insurance. The System is designed to

reduce the risk of loss and/or damage to the Site and its contents. The Company does not represent or warrant that the System may not be neutralised, circumvented or otherwise rendered ineffective by intruders or other unauthorised persons, and in such event no liability will attach to the Company in respect of any loss or damage sustained by the Client, howsoever caused;

(c) the Client agrees that the Company's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance of the Contract shall be limited to the Installation Charge, or one year's annual Maintenance and Monitoring Charges, whichever is greater. Should the Client wish the Company to assume a greater liability, the Company will require the Client to sign the Company's standard contract with an attachment clearly stating the additional liability limits and the Client's acceptance of the additional cost to the Client; and

(d) the Company shall not in any event be liable to the Client for loss of profit, loss of business, or depletion of goodwill in each case whether direct, indirect or consequential, or any claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the Contract; and

(e) the Company shall not be liable for:

(i) any failure or delay by Police or Fire Authorities to respond to an alarm activation for whatever reason or for any withdrawal of response by Police or Fire Authorities for whatever reason or for the provision of alternative protection of the Site in such event; or

(ii) the failure of the Client's fixed or mobile telephone service, the Client's internet or email service or any other means of data transmission not provided by the Company but used to transmit alarm signals from the System or for any loss or damage sustained by the Client in the event of such failure, notwithstanding that such means of data transmission may have been deployed or set up on the System for the Client by the Company.

8.5 The Client shall hold the Company harmless and keep the Company indemnified in full against all direct, indirect or consequential liabilities (all three of which terms include, without limitation, loss of profit, loss of business, depletion of goodwill and like loss), loss, damages, injury, costs and expenses (including legal and other professional fees and expenses) awarded against or incurred or paid by the Company as a result of or in connection with any claim made against the Company in respect of any liability, loss, damage, injury, cost or expense sustained by any third party to the extent that such liability, loss, damage, injury, cost or expense arises directly or indirectly from the Client's fraud, wilful act, negligence, failure to perform

or delay in the performance of any of its obligations under the Contract, subject to the Company confirming such costs, charges and losses to the Client in writing.

9. TERMINATION

9.1 Notwithstanding anything else contained in these Conditions, the Contract may be terminated by the Company with immediate effect upon written notice to the Client if:

- (a) the Client commits any breach of the Client's obligations under the Contract and fails to remedy the same within 14 days of receipt of a written notice from the Company specifying the breach and requiring it to be remedied; or
- (b) any payment due under the Contract is more than 14 days in arrears; or
- (c) the Client becomes subject to any of the events listed in clause 10.5 (a) or (b), or the Company reasonably believes that any such event is about to happen and notifies the Client accordingly; or
- (d) the Client's creditworthiness or standing is not in the Company's absolute discretion satisfactory.

9.2 If the Contract is terminated by the Company pursuant to any of the provisions of clause 9.1 or if the Client wishes to terminate the Contract other than in accordance with the provisions of clauses 4.16, 4.17, 4.25 or 4.26, the Client shall pay to the Company an amount equal to any Charges (or any part thereof) which would have been due to the Company under the Contract but for early termination by the Company or the Client as aforesaid; this is not a penalty but a genuine pre-estimate of the loss likely to be incurred by the Company due to early termination as aforesaid.

9.3 Termination of the Contract (howsoever occasioned) shall not affect any accrued rights or liabilities of either party hereunder or at law, nor shall it affect the coming into force or the continuance in force of any provision hereof which is expressly or by implication intended to come into or to continue in force on or after such termination.

10. RISK AND TITLE

10.1 The Goods will be at the Client's risk from the time of delivery.

10.2 Subject to clause 10.7, ownership of the Goods will only pass to the Client upon the Company's receipt of the payments set out in clause 3.1. The Company will be entitled to withhold delivery of any access code, control keys or other operating device until such payments have been received.

10.3 If the Client is contracting as a business customer, ownership of the Goods will only pass to the Client upon:

- (a) the Company's receipt of the sums detailed in clause 10.2 above, together with;
- (b) all other sums which are or which become due to the Company from the Client on any account.

10.4 Until ownership of the Goods has passed to the Client, If the Client is contracting as a business customer the Client must:

- (a) hold the Goods on a fiduciary basis as the Company's bailee;
 - (b) store the Goods separately from all other goods held by the Client so that they remain readily identifiable as the Company's property;
 - (c) not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;
 - (d) maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery and indemnify the Company against all loss or damage of whatsoever nature affecting the Goods;
 - (e) not assign to any other person any rights arising from a sale of the Goods without the Company's written consent; and
 - (f) give the Company such information relating to the Goods as the Company may require from time to time, but the Client may resell the Goods in the ordinary course of the Client's business, provided that the Client shall hold the entire proceeds of any such resale upon trust for the Company until the Goods have been paid for in full and shall keep all such trust monies in a separate bank account which shall not be overdrawn and in which such trust monies are not mingled with the Client's own or any other monies. The Client acknowledges and agrees that a sale by an administrator or liquidator as part of or in connection with the sale of the Client's assets or part of the Client's assets is not in the ordinary course of the Client's business.
- 10.5 If the Client is contracting as a business customer, the Client's right to possession of the Goods shall terminate immediately, if:
- (a) the Client has a bankruptcy order made against it, or makes an arrangement or composition with the Client's creditors, or otherwise takes the benefit of any statutory provision for the time being in force for the relief of insolvent debtors, or (being a body corporate) convenes a meeting of creditors (whether formal or informal), or enters into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation, or has a receiver and/or manager, administrator or administrative receiver appointed over the Client's undertaking or any part thereof, or a resolution is passed or a petition presented to any court for the Client's winding up or for the granting of an administration order in respect of the Client, or any proceedings are commenced relating to the Client's insolvency or possible insolvency; or
 - (b) the Client suffers or allows any execution, whether legal or equitable, to be levied on its property or to be obtained against the Client, or the Client is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or the Client ceases to trade, or the Client encumbers or in any other way charges the Goods.
- 10.6 If the Client is contracting as a business customer and if:
- (a) the Client is late in paying for the Goods; or
 - (b) the Client is late in paying for any other goods or services supplied by the Company; or if
 - (c) before title to the Goods passes to the Client, the Client becomes subject to any of the events listed in clause 10.5 (a) or (b), or the Company reasonably believes that any such event is about to happen and notifies the Client accordingly, then:
- provided that the Goods have not been irrevocably incorporated into another product and without limiting any other right or remedy the Company may have, the Company may at any time require the Client to deliver up the Goods and if the Client fails to do so promptly, the Company may (with or without vehicles) enter upon any of the Client's premises (or those of any third party where the Goods are stored or kept in order to recover them). The Client shall not keep the Goods at any premises other than such premises as shall be specified in writing by the Client to the Company prior to the dispatch of Goods to the Client, or at any premises at which the Client does not have the right to grant access to the Company. The cost of recovery of the Goods shall be for the Client's sole account. The Company shall have no liability for any damage arising from the recovery of the Goods in the absence of the Company's negligence.
- 10.7 The Remote Signalling Equipment shall remain the Company's property at all times. The Client agrees to allow the Company to remove the Remote Signalling Equipment from the Site upon termination of the Contract and risk in the Remote Signalling Equipment shall remain with the Client until such removal as aforesaid.
- 11. GENERAL**
- 11.1 No forbearance or indulgence granted by the Company to the Client shall in any way limit the Company's rights under these Conditions of Supply.
- 11.2 Any notice required or permitted to be given by either party to the other under these Conditions shall be in writing addressed to that other party at its registered office or principal place of business.
- 11.3 Neither the Company nor the Client intends that any term of the Contract shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.
- 11.4 If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected.
- 11.5 The Company shall be entitled at its discretion to perform any of the obligations assumed by it and to exercise any of the Company's rights granted to it under the Contract through any other person, firm, company or subsidiary.
- 11.6 The Contract constitutes the entire agreement between the parties with respect to its subject matter and supersedes all prior and contemporaneous agreements and understandings between the parties.
- 11.7 These Conditions of Supply shall be subject to and construed under English Law and the parties hereby

submit to the exclusive jurisdiction of the English courts for that purpose.