

SECUREIT (WALES) LIMITED

Terms and Conditions for Sale of Security System(s) and or Supply of Services

The client's attention is in particular drawn to the provisions of condition 7.4.

1. INTERPRETATION

1.1 The definitions and rules of interpretation in this condition apply in these conditions:-

Customer	the person, firm or company who purchases the Security System(s) and or Services from the Company;
Company	SecureIT (Wales) Limited registered in England & Wales with company number 06296269 whose registered office is at Abergarw Service Station, New Road, Brynmenyn, Bridgend, CF32 9LL;
Contract	any contract between the Company and the Customer for the sale of Security System(s) and or supply of Services, incorporating these terms and conditions;
Delivery Point	the place where delivery of the Security System(s) is to take place under condition 4.1;
Network Operator	means an operator of a Public Land Mobile Network
Security System(s)	means any CCTV equipment or asset recovery devices agreed in the Contract to be supplied to the Customer by the Company (including any part or parts of them);
Standard Charges	means the charges shown in the Contract regarding the price for the sale of Security System(s) or the supply of the Services;
Services	means any services in relation to the Security System agreed in the Contract to be supplied to the Customer by the Company including but not limited to mobile phone tracking, vehicle tracking and CCTV monitoring and recording;

1.2 In these conditions references to any statute or statutory provision shall, unless the context otherwise requires, be construed as a reference to the statute or statutory provision as from time to time amended, consolidated, modified, extended, re-enacted or replaced and includes any subordinate legislations for the time being in force made under it.

1.3 Words in the singular include the plural and, in the plural, include the singular.

1.4 A reference to one gender includes a reference to the other gender.

1.5 Condition headings do not affect the interpretation of these conditions.

2. APPLICATION OF TERMS

- 2.1 Subject to any variation under condition 2.3 the Contract shall be on these conditions to the exclusion of all other terms and conditions (including any terms or conditions which the Customer purports to apply under any booking, confirmation of booking, purchase order, confirmation of order, specification or other document).
- 2.2 No terms or conditions endorsed on, delivered with or contained in the Customer's booking, confirmation of booking, purchase order, confirmation of order, specification or other document shall form part of the Contract simply as a result of such document being referred to in the Contract.
- 2.3 These conditions apply to all the Company's Security System(s) and or Services and any variation to these conditions and any representations about the Services shall have no effect unless expressly agreed in writing and signed by a director of the Company. The Customer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Company which is not set out in the Contract. Nothing in this condition shall exclude or limit the Company's liability for fraudulent misrepresentation.
- 2.4 Each request for Services and order of the Security System(s) or acceptance of a quotation by the Customer to the Company shall be deemed to be an offer by the Customer to purchase the Security System(s) and or Services subject to these conditions.
- 2.5 No order for the Security System(s) and or Services placed by the Customer shall be deemed to be accepted by the Company until a written acknowledgement of order is issued by the Company and or the Company delivers the Security System(s) to the Customer and or the Services commence whichever is the sooner.
- 2.6 The Customer shall ensure that the terms, dates and details of its order and any applicable specification are complete and accurate.
- 2.7 Any quotation is given on the basis that no Contract shall come into existence until the Company dispatches an acknowledgement of order to the Customer. Any quotation is valid for a period of [90 days] only from its date, provided that the Company has not previously withdrawn it.

3. DESCRIPTION

- 3.1 An approximate description of the Services shall be set out in the Contract. The quantity and description of the Security System(s) shall be as set out in the Company's quotation and or acknowledgement of order.
- 3.2 All samples, drawings, descriptive matter, specifications and advertising issued by the Company and any descriptions or illustrations contained in the Company's catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Security System(s) and or Services described in them. They shall not form part of the Contract and this is not a sale by sample.

4. DELIVERY

- 4.1 Unless otherwise agreed in writing by the Company, delivery [and Services] in relation to the Security System(s) shall take place at the Company's place of business.
- 4.2 The Customer shall take delivery of the Security System(s) [within 7 days] of the Company giving it notice that the Security System(s) are ready for delivery.
- 4.3 Any dates specified by the Company for delivery of the Security System(s) are intended to be an estimate and time for delivery shall not be made of the essence by notice. If no dates are so specified, delivery shall be within a reasonable time.
- 4.4 Subject to the other provisions of these conditions the Company shall not be liable for any direct, indirect or consequential loss (all three of which terms include, without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill and similar loss), costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of the Security System(s) (even if caused by the Company's negligence), nor shall any delay entitle the Customer to terminate or rescind the Contract unless such delay exceeds 180 days.
- 4.5 If for any reason the Customer fails to accept delivery of any of the Security System(s) when they are ready for delivery, or the Company is unable to deliver the Security System(s) on time because the Customer has not provided appropriate instructions, documents, licences or authorisations:
- (a) risk in the Security System(s) shall pass to the Customer (including for loss or damage caused by the Company's negligence);
 - (b) the Security System(s) shall be deemed to have been delivered; and
 - (c) the Company may store the Security System(s) until delivery, whereupon the Customer shall be liable for all related costs and expenses (including, without limitation, storage and insurance).
- 4.6 The Company may deliver and install the Security System(s) by separate instalments. Each separate instalment shall be invoiced and paid for in accordance with the provisions of the Contract.
- 4.9 Each instalment shall be a separate Contract and no cancellation or termination of any one Contract relating to an instalment shall entitle the Customer to repudiate or cancel any other Contract or instalment.

5. NON-DELIVERY OF SECURITY SYSTEM(S)

- 5.1 The quantity of any consignment of the Security System(s) as recorded by the Company upon dispatch from the Company's place of business shall be conclusive evidence of the quantity received by the Customer on delivery unless the Customer can provide conclusive evidence proving the contrary.

- 5.2 The Company shall not be liable for any non-delivery of the Security System(s) (even if caused by the Company's negligence) unless the Customer gives written notice to the Company of the non-delivery within 7 days of the date when the Security System(s) would in the ordinary course of events have been received.
- 5.3 Any liability of the Company for non-delivery of the Security System(s) shall be limited to replacing the Security System(s) within a reasonable time or issuing a credit note at the pro rata Contract rate against any invoice raised for such Security System(s).

6. RISK/TITLE

- 6.1 The Security System(s) are at the risk of the Customer from the time of delivery.
- 6.2 Ownership of the Security System(s) shall not pass to the Customer until the Company has received in full (in cash or cleared funds) all sums due to it in respect of:
- (a) the Security System(s); and
 - (b) all other sums which are, or which become due to the Company from the Customer on any account.
- 6.3 Until ownership of the Security System(s) has passed to the Customer, the Customer shall:
- (a) hold the Security System(s) on a fiduciary basis as the Company's bailee;
 - (b) store the Security System(s) (at no cost to the Company) separately from all other goods of the Customer or any third party in such a way that they remain readily identifiable as the Company's property;
 - (c) not destroy, deface or obscure any identifying mark or packaging on or relating to the Security System(s); and
 - (d) maintain the Security System(s) in satisfactory condition and keep them insured on the Company's behalf for their full price against all risks to the reasonable satisfaction of the Company. On request the Customer shall produce the policy of insurance to the Company.
- 6.4 The Customer's right to possession of the Security System(s) shall terminate immediately if:
- (a) the Customer has a bankruptcy order made against him or makes an arrangement or composition with his 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 of its

undertaking or any part thereof, or documents are filed with the court for the appointment of an administrator of the Customer or notice of intention to appoint an administrator is given by the Customer or its directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986), or a resolution is passed or a petition presented to any court for the winding-up of the Customer or for the granting of an administration order in respect of the Customer, or any proceedings are commenced relating to the insolvency or possible insolvency of the Customer; or

(b) the Customer suffers or allows any execution, whether legal or equitable, to be levied on his/its property or obtained against him/it, or fails to observe or perform any of his/its obligations under the Contract or any other contract between the Company and the Customer, or is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or the Customer ceases to trade; or

(c) the Customer encumbers or in any way charges any of the Security System(s).

6.5 The Company shall be entitled to recover payment for the Security System(s) notwithstanding that ownership of any of the Security System(s) has not passed from the Company.

6.6 The Customer grants the Company, its agents and employees an irrevocable licence at any time to enter any premises where the Security System(s) are or may be stored in order to inspect them, or, where the Customer's right to possession has terminated, to recover them.

6.7 Where the Company is unable to determine whether any Security System(s) are the goods in respect of which the Customer's right to possession has terminated, the Customer shall be deemed to have sold all goods of the kind sold by the Company to the Customer in the order in which they were invoiced to the Customer.

6.8 On termination of the Contract, howsoever caused, the Company's (but not the Customer's) rights contained in this condition 6 shall remain in effect.

[6.9 Notwithstanding the foregoing, where the Contract is for the hire of Security System(s) the Customer shall not have any rights of ownership in respect of the Security System(s).]

7. SUPPLY OF THE SERVICES

7.1 The Company, its employees, agents or sub-contractors shall provide the Services to the Customer in accordance with the Contract subject to these terms. Any changes or additions to the Services or these terms must be agreed in writing by the Company and the Customer in accordance with Condition 2.3.

7.2 The Customer shall at its own expense supply the Company with all necessary documents or other materials, and all necessary data or other information relating to

the Services, within sufficient time to enable the Company to perform the Services in accordance with the Contract.

- 7.3 The replies by the Customer for requests made to them by the Company for information, assistance or decisions shall be provided in a timely fashion.
- 7.4 Any dates specified by the Company for performance of the Services are intended to be an estimate and time for performance of the Services shall not be made of the essence by notice. If no dates for performance of the Services are specified performance will be within a reasonable time.
- 7.5 Performance of the Services will be provided on 24-hour basis 365 days of the year.
- 7.6 Further details about the Services, and advice or recommendations about its provision or utilisation which are not given in these terms or the Contract may be made available on written request.
- 7.7 The Company may at any time without notifying the Customer make any changes to the Services which are necessary to comply with any applicable safety or other statutory requirements, or which do not materially affect the nature or quality of the Services.
- 7.8 Subject to the other provisions of these conditions the Company will not be liable for any direct, indirect or consequential loss (all three of which terms include, without limitation, loss of profits, loss of business, depletion of goodwill and like loss), costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of the Services (even if caused by the Company's negligence), nor will any delay entitle the Customer to terminate or rescind the Contract unless such delay exceeds 180 days.
- 7.9 The Customer shall provide such access to sites as is necessary to complete the Services including any later visits necessary to complete the Services and shall do all things necessary to make such access effective, save that such access may be subject to such reasonable restrictions as are necessary to protect any property or rights of the Customer.
- 7.10 The quality and completion of the Services shall be recorded and signed off by the Company issuing an invoice to the Customer and shall be conclusive evidence of the same received by the Customer unless the Customer can provide conclusive evidence proving the contrary.
- 7.11 Any liability of the Company for non-performance of the Services shall be limited to performing the Services within a reasonable time or issuing a credit note at the pro rata Contract rate against any invoice raised for such Services.
- 7.12 The Company reserves the right to charge for any additional costs incurred as a result of a delay caused by the Customer's failure to perform their obligations under clause 8.

- 7.13 The Customer acknowledges and accepts that the quality of the Service can vary depending on the Customer's location and the relevant signal strengths from time to time at any given location.
- 7.14 Hire-In plant machinery. The hirer shall fully insure the item as detailed within the agreed hire contract. The terms and conditions are set out by the Construction Plant Hire's Association (CPA).

8. CUSTOMERS OBLIGATIONS

- 8.1 The Customer undertakes to the Company throughout the term of this Contract: -
- 8.1.1 to operate the Security System(s) in accordance with the requirements of the Company's instructions;
 - 8.1.2 to provide all relevant information to the Company to assist the Company in providing the Services. Such information includes but is not limited to the names and contact information of all key holders. The Customer shall inform the Company in writing of any changes to this information;
 - 8.1.3 to pay all telephone, electricity and other relevant third-party bills so that the Security System(s) and the Services are not affected;
 - 8.1.4 to inform the Company, immediately, of any damage to the Security System(s) or if anyone tampers with or steals any part of the Security System(s);
 - 8.1.5 to grant the Company such access to the Company's property as the Company shall from time to time reasonable require in order to discharge its obligations hereunder;
 - 8.1.6 to make available at the Customer's property such facilities as the Company shall reasonably require in order to discharge its obligations hereunder including without limitation adequate workspace storage and office furniture and equipment;
 - 8.1.7 to take all reasonable precautions to protect the health and safety of the Company's employees' agents and sub-contractors while on the Customer's property;
 - 8.1.8 to make available all equipment and supply all documentation and other information necessary for the Company to diagnose any fault in the Security System(s); and
 - 8.1.9 not to tamper with or attempt to repair the Security System(s) and to ensure that no third-party tampers with or attempts to repair the Security System(s).
- 8.2 The Customer may require approval or permission for the fire services, police or other relevant authorities to enable the Company to provide the Services. If such approval or permission is required, the Customer undertakes to the Company: -

- 8.2.1 to enter into any necessary agreements with these authorities;
 - 8.2.2 to provide all information that may be required by the authorities and to inform the relevant authorities of any changes to that information;
 - 8.2.3 to pay all fees that may be required by the authorities in relation to such approval or permission;
 - 8.2.4 to meet all requirements to ensure that the authorities maintain their approval or permission; and
 - 8.2.5 to immediately inform the Company in writing if the approval or permission is amended or comes to an end.
- 8.3 The Customer hereby consents to their Network Operator releasing their location data to the Company in order for the Company to provide the Service.

9. PRICE & PAYMENT

- 9.1 Subject to any special terms agreed under Condition 2.3, the Customer shall pay the Company's Standard Charges and any additional sums which are agreed between the Company and the Customer for the provision of the Services or which, in the Company's sole discretion, are required as a result of the Customer's instructions or lack of instructions, the inaccuracy of any Documents or any other cause attributable to the Customer.
- 9.1.1 Unless otherwise agreed by the Company in writing the price for the Security System(s) shall be the price set out in the Company's price list published on the date of delivery or deemed delivery.
 - 9.1.2 The price for the Security System(s) shall be exclusive of any VAT and all costs or charges in relation to packaging, loading, unloading, carriage and insurance all of which amounts the Customer shall pay in addition when it is due to pay for the Security System(s).
- 9.2 The Company shall be entitled to vary the Company's Standard Charges from time to time by giving not less than one month's written notice to the Customer.
- 9.3 The Company reserves the right, by giving notice to the Customer one month before commencement of the Services to increase the quoted Standard Charges for the Services to reflect any increase in the cost to the Company which is due to any factor beyond the Company's control such as, without limitation, currency regulation, alternation of duties, significant increase in the costs of labour, materials or other costs of providing the Security System(s) and / or Services.
- 9.4 All charges quoted to the Customer for the provision of the Services are exclusive of any Value Added Tax, for which the Customer shall be additionally liable at the applicable rate from time to time.
- 9.5 Time for payment shall be of the essence.

- 9.6 Unless otherwise agreed the first invoice for the Services shall be rendered on completion of the Services or at the end of the calendar month in which the Services commenced whichever is sooner any subsequent invoices shall be rendered as and when the Company deem necessary. The invoice for any Security System(s) shall be rendered when the Security System(s) are delivered or deemed delivered in accordance with the terms of the Contract.
- 9.7 The Company's invoices to the Customer shall be paid, in pounds sterling, by the Customer within the time frame specified in the confirmation of order or confirmation of booking.
- 9.8 The Customer shall make all payments due to the Company without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Customer has a valid court order requiring an amount equal to such deduction to be paid by the Company to the Customer.
- 9.9 Where the Customer has agreed that parts of the Services shall be sub-contracted by the Company to a third party, the Company may render separate interim invoices at calendar monthly intervals in respect of those parts of the Services.
- 9.10 No payment shall be deemed to have been received until the Company has received cleared funds.
- 9.11 The Customer must pay in full or before the due date specified by the Company. Failure to do so will result in termination of the security monitoring 24 hours after the due date without further notice.
- 9.12 If the Customer fails to pay the Company any sum due pursuant to the Contract, the Customer shall be liable to pay interest to the Company on such sum for the due date for payment at the annual rate of 2% above the base lending rate from time to time of Barclays Bank plc accruing on a daily basis until payment is made, whether before or after judgement. In addition, the Company reserves the right to claim interest in accordance with the Late Payment of Commercial Debts (Interest) Act 1998.
- 9.13 All payments payable to the Company under the Contract shall become due immediately upon termination of this Contract despite any other provision.
- 9.14 Where time charge fees apply the amount due for each person at each payment interval shall be the sum calculated by multiplying the hourly or daily rates applicable to the person concerned by the number of hours or days spent by such person during the interval in question.
- 9.15 If any additional costs are incurred by the Company because of any variation to the Services by the Customer or as a result of any lack of or error in any information concerning the site where the Services take place or access thereto or because of other reasons beyond the control of the Company, the Company shall be entitled to additional payment covering the additional costs.

10. WARRANTIES

The Company warrants to the Customer that the Services will be provided using reasonable care and skill and, as far as reasonably possible, in accordance with the Contract specification. Where the Company supplies in connection with the provision of the Services any Security System(s) supplied by a third party, the Company does not give any warranty, guarantee or other term as to their quality, fitness for purpose or otherwise, but shall, where possible, assign to the Customer the benefit of any warranty, guarantee or indemnity given by the person supplying the Security System(s) to the Company. Any labour costs incurred by the Company are not covered by this warranty.

11. LIMITATION OF LIABILITY

11.1 Subject to clause 10 the following provisions set out the entire financial liability of the Company (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Customer in respect of: -

11.1.1 any breach of these conditions;

11.1.2 any use made by the Customer of any of the Security System(s) and or Services or anything arising out of the Services or any product incorporating any of the Security System(s); and

11.1.3 any representation, statement or tortious act or omission including negligence arising under or in connection with the Contract.

11.2 All warranties, conditions and other terms implied by statute or common law (save for the conditions implied, as applicable, by section 12 of the Sale of Goods Act 1979, section 2 of the Supply of Goods and Services Act 1982 or section 8 of the Supply of Goods (Implied Terms Act) 1973) are, to the fullest extent permitted by law, excluded from the Contract.

11.3 Nothing in these conditions excludes or limits the liability of the Company: -

11.3.1 for death or personal injury caused by the Company's negligence; or

11.3.2 under section 2(3), Consumer Protection Act 1987; or

11.3.3 for any matter which it would be illegal for the Company to exclude or attempt to exclude its liability; or

11.3.4 for fraud or fraudulent misrepresentation.

11.4 Subject to Condition 11.2 and Condition 11.3: -

11.4.1 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 or contemplated performance of the Contract shall be limited to the lesser of: -

- (i) the Contract price; or
- (ii) the direct costs reasonably incurred by the Customer in cleaning up the site where the Services took place or any part thereof; or
- (iii) the amount (up to £1,000,000) that is recoverable under any professional indemnity insurance taken out by the Company.

11.4.2 the Company shall not be liable for the Customer for any pure economic loss, loss of profit, loss of business, depletion of goodwill or otherwise, 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.

- 11.5 The Company shall have no liability to the Customer for any loss, damage, costs, expenses or other claims for compensation arising from any instructions supplied by the Customer which are incomplete, incorrect, inaccurate, illegible, out of sequence or in the wrong form, or arising from their late arrival or non-arrival, or any other fault of the Customer.
- 11.6 The Company shall not be liable to the Customer or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of the Company's obligations under the Contract, if the delay or failure was due to any cause beyond the Company's reasonable control.
- 11.7 The liability of the Company for any claim or claims arising out of or in respect of damage to utility services is excluded unless full information of their presence and/or location was made available to the Company in writing prior to commencement of the Services.
- 11.8 The Company is not responsible under the Contract or otherwise for designing or advising on or otherwise taking measures to prevent or mitigate the effect of any act of terrorism or any action that may be taken in controlling, preventing, suppressing or in any way relating to an act of terrorism and the liability if any of the Company's under or in connection with the Contract whether in contract or in tort, in negligence, for breach of statutory duty or otherwise for any claim which may arise out of or in connection with terrorism matters is excluded.
- 11.9 If the Customer is an individual, no exclusion or limitation of liability in these terms shall affect any liability for death or personal injury suffered by the Customer.

12. ASSIGNMENT

- 12.1 The Company may assign the Contract or any part of it to any person, firm or company.
- 12.2 The Customer shall not be entitled to assign the Contract or any part of it without the prior written consent of the Company.

13. FORCE MAJEURE

The Company reserves the right to defer the date of conducting the Services, or to defer the date of delivery, or to cancel the Contract (without liability to the Customer) if it is prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of the Company including, without limitation, acts of God, inclement or inappropriate weather conditions, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, chemical spillages, road closures, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers, consultants or sub-contractors or inability or delay in obtaining supplies of adequate or suitable materials, provided that, if the event in question continues for a continuous period in excess of 180 days, the Customer shall be entitled to give notice in writing to the Company to terminate the Contract.

14. INSURANCES & LICENCES

- 14.1 It is the Customer's sole responsibility to ensure that they have adequate insurance in place to cover them when using the Security System(s) and or Services.
- 14.2 It is the Customer's sole responsibility to ensure that they comply with the relevant laws in relation to using the Security System(s) and or Services and that they have obtained the necessary licences and that when using the Security System(s) and or Services they do not break any legal or other obligations.

15. TERMINATION

- 15.1 Where the Customer commits any continuing or material breach of any of the provisions of the Contract the Company will provide them written notice of their intention to terminate the contract if the Customer fails to remedy the breach within 30 days. During this notice period the Company shall have the right to suspend the provision of any Services.
- 15.2 The Company shall be entitled forthwith to terminate the Contract by giving notice in writing to the Customer if any one or more of the following events happens:
 - 15.2.1 the Customer proposes a voluntary arrangement within the meaning of Section 1 or Section 253 of the Insolvency Act 1986, or an interim order is made in relation to the Customer under section 252 of the Insolvency Act 1986, or any other steps are taken or negotiations commenced by the Buyer or any of its creditors with a view to proposing any kind of composition, compromise or arrangement involving the other party and any of its creditors;
 - 15.2.2 the Customer is deemed to be unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986, or calls a meeting for the purpose of passing a resolution to wind it up, or such a resolution passed, or a resolution is passed by the directors of the Customer to seek a winding up or administration order, or the Customer presents, or has presented, a petition for winding up order, or presents, or has presented, a petition to appoint over all or any part of its business, undertaking, property or assets;

- 15.2.3 the Customer suffers or undergoes any procedure analogous to any of those specified in clause 15.2.1 and 15.2.2 above or any other procedure available in the country in which the Customer is constituted, established or domiciled against or to an insolvent debtor or available to the creditors of such a debtor;
 - 15.2.4 the Customer undergoes a change of control to any person which the Company reasonably considers an inappropriate business to contract with.
- 15.3 The termination of the Contract shall be without prejudice to the rights and remedies of either party, which may have accrued up to the date of termination.
- 15.4 Upon termination of the Contract for any reason whatsoever:
- 15.4.1 (subject to Condition 15.3 above) the relationship of the parties shall cease save as (and to extent) expressly provided for in this clause 15.4;
 - 15.4.2 any provision which expressly or by implication is intended to come into or remain in force on or after termination shall continue in full force and effect;
 - 15.4.3 the Customer shall immediately return to the Company (or if the Company so requests by notice in writing, destroy) all of the Company's property in its possession at the date of termination including any prototypes, designs, software, prints or moulds, all confidential information, recipes or process information required by the Company to produce the Security System(s) or have the Security System(s) produced on its behalf, together with all copies of such confidential information and shall certify that it has done so, and shall make no further use of such confidential information.

16. CANCELLATION PRIOR TO INSTALLATION

Prior to the commencement of the Services this Contract may not be cancelled by the Customer once signed except with the agreement by the Company in writing and on the terms that you shall pay to the Company 50% of the Standard Charges for the Services (less any deposit which has been paid). Once performance of the Services has commenced the Customer shall in addition be responsible to the Company for all losses of profits, costs, including costs of all labour and materials used, damages, charges and expenses incurred as a result of the cancellation.

17. GUARANTEE

The Company guarantees the Security System(s) against faulty materials and workmanship for 12 months from the date the Services are performed. However, the Company's guarantee only applies if the Security System(s) are used for their intended purpose, in line with the instructions provided by the Company (including any instructions from any manufacturer) and that the Customer takes reasonable care of the Security System(s) and does not allow anyone to change or tamper with them.

18. GENERAL

- 18.1 Each right or remedy of the Company under the Contract is without prejudice to any other right or remedy of the Company whether under the Contract or not.

- 18.2 If any provision of the Contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions of the Contract and the remainder of such provision shall continue in full force and effect.
- 18.3 Failure or delay by the Company in enforcing or partially enforcing any provision of the Contract shall not be construed as a waiver of any of its rights under the Contract.
- 18.4 Any waiver by the Company of any breach of, or any default under, any provision of the Contract by the Customer shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of the Contract.
- 18.5 The parties to the Contract do not intend 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.
- 18.6 The formation, existence, construction, performance, validity and all aspects of the Contract shall be governed by the laws of England & Wales and the parties submit to the exclusive jurisdiction of the English & Welsh courts.

19. COMMUNICATIONS

- 19.1 All communications between the parties about the Contract shall be in writing and delivered by hand or sent by pre-paid first-class post or sent by fax:
- 19.1.1 (in case of communications to the Company) to its registered office or such changed address as shall be notified to the Customer by the Company; or
- 19.1.2 (in the case of the communications to the Customer) to the registered office of the addressee (if it is a company) or (in any other case) to any address of the Customer set out in any document which forms part of the Contract or such other address as shall be notified to the Company by the Customer.
- 19.2 Communications shall be deemed to have been received:
- 19.2.1 if sent by pre-paid first-class post, two days (excluding Saturdays, Sundays and bank and public holidays) after posting (exclusive of the day of posting); or
- 19.2.2 if delivered by hand, on the day of delivery; or
- 19.2.3 if sent by fax on a working day prior to 4.00 pm, at the time of transmission and otherwise on the next working day.

19.3 Communications addressed to the Company shall be marked for the attention of A Director.

20. GOVERNING LAW AND JURISDICTION

20.1 This agreement and any dispute or claim arising out of or in connection with it or its subject matter shall be governed by and construed in accordance with English and Welsh law.

20.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter.

I hereby accept that the Company will only deliver the Security System(s) and or supply the Services on these Terms and Conditions and these Terms and Conditions form part of the legally binding Contract(s) that I am happy to enter into with the Company

Print Name.....

Signed Date

DEFINITIONS

"Company" means MonitoringIT (UK) Limited, Company No. 10726898, whose Registered Office is Vision House, Maesteg Road, Tondri, Bridgend CF32 9BT

"The Customer" means the party referred within the contract

"The Service" means the monitoring of video image data generated by the Customer's System and transmitted from the Customer's Site to the Company's Video Receiving Station

"System" means the CCTV installation comprising of cameras and detection devices as specified and all other equipment which is used for the purposes of video image transmission to the Video Receiving Station

"Video Receiving Station" or "VRS" means the premises used by the Company for receiving and monitoring video images from the Site

"The Site" means the address of the monitored premises as set out within the contract

"The Contract" means the Contract between the Customer and the Company relating to the provision of the Service

"Keyholder" means a person listed as such within the contract

"Charges" means the annual monitoring charge, the connection fee, rental of the transmission equipment and all other chargeable services referred to

1. EXCLUSIVE TERMS OF THE CONTRACT

1.1 This Contract sets out the conditions upon which the Company provides the Customer with the Service and supersedes any previous discussions, arrangements or representations between the Company and the Customer. Other information such as provided in marketing or promotional literature should only be used as a guide and may be subject to periodic amendment reflecting changes to the services offered by the Company or errors or omissions contained in the Company's literature. Any variations to this Contract will only be binding if agreed in writing by a Director of the Company.

2. SYSTEM

2.1 The Customer agrees to provide on the site to be monitored, at the Customer's sole cost, a fully installed and functional CCTV System that will generate the video alarm image data that is to be transmitted to the Company's Video Receiving Station where the Service is undertaken

2.2 The Customer also agrees to provide and maintain at the Customer's sole cost, the telecommunication lines required to transmit such data from the Site to the VRS

2.3 The Customer acknowledges that any transmission equipment provided by the Company to transmit data from the Customer's site to the VRS is on a loan basis and remains the Company's property at all times. The Customer accepts that the Customer will be responsible for maintaining and insuring on a new for old replacement cost basis any such transmission equipment provided by the Company whilst the Service is being provided and until such time as it is returned to the Company. The Customer further agrees to return any such transmission equipment to the Company in full working order upon demand, once the monitoring arrangements between the Customer and the Company has come to an end.

3. COMMENCEMENT OF SERVICE

3.1 Before the Service commences, the Customer agrees to contact the VRS and undertake such tests as may be requested to test that the System is properly connected and that the Service can commence

3.2 Once the Company has started to provide the Customer with the Service, or on payment of the Service, the Customer is deemed to have accepted the entire terms and conditions set out in this Agreement.

4. TESTING

4.1 The Customer agrees to contact the VRS during normal office hours at least once a week, to carry out a site walk-test to confirm that the System's detection devices are detecting movement in the zones they have been designed to cover, such detection being evidenced by the receipt of corresponding alarm activations at the VRS. The Customer also agrees to undertake similar tests in respect of any audio facility installed

4.2 The Customer understands and agrees that testing undertaken during monitored hours without the prior authorization of the Company may result in the Company taking actions which could compromise the effectiveness of the Service provided to the Customer. In such instances, the Company reserves the right to levy such additional charges to the Customer as it sees fit, as compensation for additional work unnecessarily undertaken as a result of the unauthorized testing.

5. MAINTENANCE OF THE SYSTEM

5.1 Throughout the duration of this Contract, the Customer agrees to retain in force, at the Customer's sole cost, a separate agreement for the routine service and repair of the Customer's CCTV System. The Customer further undertakes to ensure that such service and repair work is carried out by a competent CCTV engineer accredited by a recognized industry association and according to the established codes of practice for the service and maintenance of such systems. The Customer agrees to provide the Company evidence that a service agreement of this nature is in force on a regular basis and at least annually. Failure to retain in force a routine service and repair agreement invalidates any potential liability on the Company by the Customer.

6. THE SERVICE

6.1 The Customer acknowledges that the Company's response to an alarm activation is at the discretion of the handling operator at the VRS in line with the Company's prevailing policy at the time of the activation

6.2 The Customer undertakes to comply with any rules and regulations and all instructions given by the Company for the use of the Service

6.3 Should the Company determine that the circumstances of an activation or series of activations appear such that the Company wishes to contact a Keyholder, the Company will attempt to contact up to a maximum of three Keyholders but will not make more than one attempt to telephone any individual keyholders primary contact telephone number or more than one attempt to telephone any alternative mobile contact number listed for that particular Keyholder. Where a Keyholder is not contactable in person, the Customer agrees and accepts that it shall be sufficient to leave a message on the keyholders answering service or device or with the person answering the call. The customer must provide a primary e-mail address for reporting purposes

6.4 Subject to the Company's prevailing policy at the time of activation, the Company's response to activation will be as follows:

6.4.1 If criminal activity is observed by the Company, the Company will give an audio warning (if installed and operational), contact the Keyholder and the Police.

6.4.2 If a trespasser is observed on the site, but does not appear to be undertaking criminal activity, the Company will give an audio warning (if installed and operational) and if necessary contact a keyholder

6.4.3 If a person purporting to be a member of the Customer's staff enters the site during monitored hours without the Company having been notified in advanced or a registered password being confirmed according to the Company's standard procedures, a Keyholder will be contacted and this will be treated as an intruder event.

6.5 If any activations, in the opinion of the handling operator, do not jeopardize the security of the Site, a record of the activation will be made and no further

action taken. This also includes any activation received which cannot be attributed to any apparent cause but may be a result of, inter alia, but not exclusively: movement of animals, vegetation, debris, materials or loose awnings; atmospheric conditions; weather conditions; faulty detection or other equipment; activities outside the monitored area

6.6 The customer agrees to use all reasonable endeavours to ensure that the fields of detection covered by the detection devices and the fields of view of the cameras are kept free from unnecessary obstruction to avoid reducing the operating effectiveness of the System and the Service

6.7 The Customer acknowledges that contact by the Company to the Emergency Services, following the receipt of an activation at the VRS, does not guarantee a timely response or any response at all by the Emergency Services contacted. The Customer further acknowledges that it is not the Company's responsibility to monitor whether or not the Emergency Services or any other service have performed their function or has carried out the request in respect of attending the Site

6.8 The Customer undertakes to discharge all costs and charges in respect of any charges or costs levied by an Emergency Service or by any other party for their service or for a false call. The Customer agrees to indemnify the Company and its employees against any claims costs and charges of whatsoever nature made by the Emergency Services or by any other party in connection with the Service, which is not as a result of a failure on the part of the Company.

7. SUSPENSION OF SERVICE

7.1 The Customer agrees to take all reasonable steps to prevent false calls being transmitted to the VRS. In the event of false calls being received by the VRS, which in the opinion of the supervising operator, is likely to result in Service offered by the Company being prejudiced, to the extent that there is a risk that genuine activations may not be processed, the Company reserves the right to suspend all or part of the Service offered to the Customer. In such instances, the Company will advise a Keyholder as soon as is practically possible (this will also confirm this in writing the next working day), of the extent that the Service has been limited or suspended. For the avoidance of doubt, the Customer will not be entitled to any refund for the suspension or restriction of Service

7.2 The Customer acknowledges that the Company may levy such extra charges to the Customer as it sees fit for the extra work resulting from the level of such false calls transmitted by the Customer

7.3 The Company will re-instate the Service once the Customer has taken such steps as to stop the cause or causes of the false calls. This decision is at the discretion of the Company

7.4 The Company reserves the right to terminate the Contract should the abuse and/or false calls continue after the Service has been reinstated. The Company may require the Customer to pay a disconnection and a reconnection fee charged from time to time by the Company.

8. CHANGE TO SERVICES

8.1 The Company reserves the right to make changes to the Service, in order to comply with safety, statutory or EC requirements or codes of practice, provided that such changes do not materially change the Service provided to the Customer.

9. COMPANY'S LIABILITY

9.1 The Customer will not be liable for any loss, damage or injury sustained by the Customer or his property unless directly caused by the negligence of the Company or its employees

9.2 The aggregate liability of the Company and its employees in respect of any breach of contract, breach of statutory duty, negligence arising out of the actions or inaction of the Company or its employees or any other kind of loss or damage, shall be limited to a maximum sum equivalent to three times the value of the Company's annual monitoring charge for the Service provided at the site.

9.3 The Company does not restrict its liability in respect of death or personal injury

9.4 The Company shall not be liable for:

9.4.1 Any failure of the System to transmit data from the site

9.4.2 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 renders the Company unable to perform part or all of the Service and/or secure attendance of a Keyholder or the Emergency Services to the site

9.4.3 Any breach of contract due to any cause beyond its reasonable control including but not limited to Acts of God, war, military actions, sabotage, terrorist actions, riots, civil disobedience, strikes, industrial action, civil disaster floods, lightning, fire and acts or omissions of any party for which the Company is not responsible

9.4.4 Loss of profits or any indirect or consequential losses including loss or damage suffered by the Customer as a result of any action brought by a third party

9.4.5 Any loss, damage, costs, expenses or any other claims for compensation arising from incomplete, inaccurate or corrupted data transmissions being received by the Company

9.5 The Customer acknowledges that:

9.5.1 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

9.5.2 The Remote Monitoring Service is an aid to security and is designed to reduce the risk of loss or damage to the Customer's site and property but does not guarantee to eliminate such risk. The Company does not warrant or guarantee that the Service will prevent deter or restrict trespass on the site or criminal actions against the site or its contents. The Company does not warrant or represent that the System is incapable of being compromised, neutralized or bypassed by the Customer, trespassers, intruders or other unauthorized persons

9.5.3 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

9.5.4 That the activation of a detection device does not necessarily mean that the cause of the activation can be seen. Low lighting and shadow, particularly during the hours of darkness can result in the Company's inability to detect activities occurring on the site following activations

9.6 In view of the limitations of the Service and the provisions of this Clause, the Customer will arrange separate insurance cover

9.7 The Customer agrees to immediately advise the Company by telephone and as soon as is reasonably practicable in writing, to be delivered to the Company by registered mail, details of any incident or complaint regarding the service to enable the Company to investigate the incident or complaint. In the event of the Customer making a claim against the Company for loss or damage, the claim must be made within 21 days of the occurrence specifying in detail the basis of the claim.

10. INFORMATION PROVIDED BY THE CUSTOMER

10.1 The Customer agrees to ensure that any changes in respect of the System configuration, Keyholder information passwords and other important information,

is communicated to the Company in writing, as soon as possible, time being of the essence. The Customer acknowledges that the Company has no obligation to contact a Keyholder if the details of that Keyholder are incorrect or have been changed but not notified to the Company

10.2 The Customer agrees and acknowledges that any special instructions or procedures requested by the Customer must be agreed in advance, in writing by a Director of the Company.

11. PAYMENT

11.1 The Customer shall pay the Charges in advance by Direct Debit or such other method that is acceptable to the Company provided always that all Charges are due and payable within a maximum of 30 days from date of invoice.

11.2 The Company may at its discretion allow payment of the Charges by instalments, subject to the application of an instalments surcharge. Should the Company permit payment of the Charges by instalments and any instalment is not paid then the total amount of the Charges will become immediately due and payable

11.3 If any payment is outstanding and overdue, then the Company shall not provide the Service and shall have no liability in respect thereof.

11.4 The Customer is not entitled at any time to set off against any sums due to the Company which are to be paid in full without deduction

11.5 If the Customer fails to make any payment as and when it becomes due, the Company shall be entitled to:

11.5.1 Cancel the Contract or suspend the Service

11.5.2 Charge the Customer interest on overdue balances at the rate of 2% per month, compounded monthly, until payment is made in full. All costs, charges and expenses incurred by the Company 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 by way of liquidated damages and as a contribution to the administrative costs incurred by the Company in taking steps to secure payment

11.5.3 Require the Customer to pay a disconnection fee and/or a reconnection fee charged from time to time by the Company

11.6 The Company is entitled to increase its charges by giving thirty days written notice of such increase to the Customer. The Customer may terminate the Contract at the time such price increase is implemented provided that the annualized percentage increase calculated from the date of any previous price increase, or the contract start date if no previous increase has been made, is at least 5% greater than the increase in the Retail Price Index for the corresponding period.

12. TERM

12.1 The initial term of this Contract is Twelve months from the date of signing of this Contract

12.2 At the end of the initial term and each subsequent period, the Contract 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 Contract at least 60 days before the end of the current Agreement period

12.3 If the Contract is not terminated in accordance with these terms, then the Customer shall make payment of the annual monitoring charge for the additional Contract period prior to the expiry of the current Contract period

12.4 The Company is entitled to cancel the Contract without any liability on its part, if for whatever reason, the signal from the Site to the VRS is affected at any time during the term, preventing the Company from providing a proper Service

12.5 In the event that the Customer wishes to cancel the Contract before the end of the term and without giving notice in accordance with clause 12.2, then the Customer shall:

12.5.1 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 Contract

And

12.5.2 Indemnify the Company against any additional loss costs charges and expenses incurred by the Company as a result of such cancellations

13. GENERAL

13.1 The parties to the Contract are the Company and the Customer. Any obligation of the Company under the Contract is to the Customer only and to no other party. Where any payments are made or undertaken by a third party, such payments or undertakings do not confer any rights on the third party who is considered to be an agent of the Customer

13.2 The Contract may not be assigned by the Customer without the prior written consent of the Company. The Company may assign all or any of its rights hereunder

13.3 The Company shall be entitled to subcontract any of its obligations under the Contract

13.4 Invalidity or unenforceability of any of the conditions in the Contract shall not prejudice the remainder of the conditions of the Contract

13.5 Failure by the Company to exercise any right or remedy available to it under the terms and conditions of this Contract shall not constitute a waiver of such right or remedy or any other rights or remedies and no partial exercise of any right or remedy shall prevent any further exercise of any right or remedy or the exercise of any other rights or remedies.

13.6 The Contract shall be governed by and construed in accordance with English law. Each party irrevocably submits to the exclusive jurisdiction of the courts for the hearing and determination of any suit actions or proceedings that arise out of or in connection with this Contract.