

## TERMS AND CONDITIONS

**PLEASE NOTE THAT THESE TERMS AND CONDITIONS ARE USED WITH TRADERS AND WITH CONSUMERS AND IN CERTAIN AREAS DIFFERENT PROVISIONS APPLY TO EACH AS FOLLOWS:**

- **Part A: General Terms applying to Traders and Consumers.**
- **Part B: Terms applying only to Consumers.**

**Before placing an order, the Customer should read these Terms and Conditions carefully before you enter into the Agreement as they contain important information about Secom Plc and the Agreement.**

**YOUR ATTENTION IS DRAWN IN PARTICULAR TO THE SECTIONS CONCERNING SECOM PLC'S LIABILITY TO YOU AS A CUSTOMER IN CLAUSES 12 AS VARIED, IN THE CASE OF CONSUMERS, BY CLAUSE 25 AND TO THE RIGHTS OF TERMINATION IN CLAUSE 13 OF PART A AS VARIED BY THE PROVISIONS OF PART B (PLEASE SEE CLAUSES 26, 27 AND 28 OF PART B)**

The Terms and Conditions in this Agreement relate to differing types of security and safety systems and services provided by Secom Plc. Depending on the type of system and/or service you have selected, not all of the Terms and Conditions in this Agreement will or may apply to your system. You must read these Terms and Conditions along with your Quotation, System Design Proposal, and Design Proposal Guide to see which Terms and Conditions apply to you.

Our aim is to give care, skill and attention when we supply your system and our service – while this is our primary aim, we recognise the need for our relationship with you as our customer to be formally documented, to protect you and us. So please take the time to read these Terms and Conditions – these are the terms on which we will supply goods and/or services to you including how you and we may change or end the Agreement and what to do if there is a problem. If you think that there is a mistake in these Terms and Conditions or require any changes, please contact us to discuss.

**Your attention is particularly drawn to the provisions of Clause 12 as varied by clause 25 in the case of Consumers**

### **A. TERMS APPLICABLE TO ALL OUR SYSTEMS**

The Customer ("you") and;  
SECOM Plc a company registered in England and Wales whose registered address is Secom House, 52 Godstone Road, Kenley, CR8 5JF (Company No. 2585807) ("we/us/the Company").

When the words listed below appear in this Agreement, they will have the following meanings:

#### **1. Definitions**

- 1.1 "Agreement" Means any Quotation, System Design Proposal and Design Proposal Guide together with these Terms and Conditions and any other associated documentation provided at or before the time when this Agreement is entered into.

1.2	“Alarm Receiving Centre”	The place which receives and monitors the alarm or inactivity signals or video images which are transmitted from the System.
1.3	“Consumer”	means an individual acting for purposes which are wholly or mainly outside that individual's trade, business, craft or profession.
1.4	“Connection Date”	The date when the System becomes operative with the connection to the Alarm Receiving Centre becoming live.
1.5	“Equipment”	All items that form part of the System including signalling equipment which communicates to the Alarm Receiving Centre, all component parts and the wiring as set out in the System Design Proposal which will remain the property of the Company at all times.
1.6	“Fees”	The amount payable in respect of the Installation Charge(s) and Rental and Service Charge(s) and any other amounts payable by you as set out in the Quotation and/or any subsequent order/quotation.
1.7	“Initial Period”	The period of your agreement with us as indicated on the Quotation, commencing on the date on which the Agreement between you and us comes into existence (see clause 3 below), subject to the rights of termination set out in this Agreement.
1.8	“Installation Charge”	The charge for the supply and installation of the System as set out in the Quotation.
1.9	“Installation Date”	The date we finish installing the System.
1.10	“Key Holder”	A person or third party chosen by the Customer to hold the keys to your Premises and to visit your Premises when informed by the Alarm Receiving Centre that a signal has been received from the System.
1.11	“Network Service Provider”	The telecommunications provider who will provide the communications link to specific items of equipment as documented in the Quotation and System Design Proposal.
1.12	“Normal Working Hours”	Are between 08.30 and 17.00 hours from Monday to Friday (excluding bank and public holidays).
1.13	“Other Charges”	All charges in addition to the Rental and Service Charges and Installation Charge as stated in the Quotation, System Design Proposal or other documentation.
1.14	“Premises”	The building(s) or premises where the System is to be installed as indicated on the Quotation and System Design Proposal.
1.15	“Quotation”	The quotation from the Company to you setting out the Fees which should be read in conjunction with the System Design Proposal for the System and any other proposed terms including any delivery costs and the timings for delivery. The Quotation may contain several parts each of which will need accepting separately.
1.16	“Rental Agreement”	An agreement for the rental of the System.
1.17	“Rental and Service Charge”	Our charges for the rental of the System and the provision of the Service by us to you. The Rental and Service Charge is payable monthly in advance by Direct Debit unless otherwise agreed in writing throughout the life of the Agreement.
1.18	“Secom Smart Security”	The brand name given to the System and the App provided to you as part of the System.
1.19	“Service”	The level of service ordered by you as indicated on our Quotation and as more particularly described in clause 7.
1.20	“Smoke and/or Heat Detection System”	If ordered by you, the early warning smoke and/or heat detection system as set out in the Quotation or any subsequent smoke and/or heat detection system equipment or component parts installed by us at your Premises, which for the avoidance of doubt is not a regulated fire system.
1.21	“System”	All Equipment and its component parts forming the system as set out in the Quotation and ordered by you or any subsequent item of equipment

- or component parts installed by us at the Premises and including the App provided by a third party (the "App Provider").
- 1.22 "System Design Proposal" The document that sets out the specification for the System.
- 1.23 "Trader" Means a person acting for purposes relating to that person's trade, business, craft or profession, whether acting personally or through another person acting in the trader's name or on the trader's behalf.
- 1.24 "Written" or "Writing" Where the words written or writing are used in this Agreement, this includes email correspondence but excludes fax and any correspondence via social media.

## 2. Hire of System and provision of Services

- 2.1 The System Design Proposal and Quotation together constitute an offer by the Company to supply the System and Service in accordance with, and on the terms of, the Agreement. The Customer shall be deemed to have accepted this offer when the Customer signs to accept the Quotation at which point and on which date the Agreement shall come into existence between us and you.
- 2.2 In consideration of the payment of the Fees, we shall:
  - a. hire to the Customer the System as specified in the Quotation and System Design Proposal on the terms and conditions set out in the Agreement along with any other associated documentation; and
  - b. provide the Service; reports regarding the usage of the Service (if applicable) in a format and at intervals agreed from time to time with you; and any training as required in respect of the use of the System.
- 2.3 Where there is a conflict between the terms of this Agreement and the terms of any Quotation/System Design Proposal, then the terms of the Quotation/System Design Proposal shall prevail. These Terms and Conditions apply to the Agreement to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing except as expressly provided in the Agreement.
- 2.4 This Agreement (and any other associated documentation) constitutes the entire agreement between the parties. You acknowledge that you have not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of us which is not set out in this Agreement. Except as set out in these Terms and Conditions, no variation of this Agreement, including the introduction of any additional terms and conditions, shall be effective unless it is agreed in writing and signed by us.
- 2.5 Any sample, drawings, descriptive matter or advertising issued by us and any descriptions of the System or illustrations or descriptions of the Service displayed on our website or contained in our catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the System or the Service described in them and are illustrative only. They shall not form part of the Agreement or have any contractual force. We reserve the right to amend the System Design Proposal if required by any applicable statutory or regulatory requirements or to implement minor technical adjustments and improvements.
- 2.6 The Customer acknowledges and confirms that the Company may use any of its employees and/or any agent, contractor, subcontractor or other representative of or for the Company to supply and perform all or any part of the Service and/or the installation of the System.
- 2.7 Save for the purposes set out in clause 4.1.9 and (if you have chosen our Monitoring service) clause 7.1.2, we do not have access to set, change or update your Secom Smart Security Service automated home functions including remote systems set/unset light management and live viewing internal cameras. You acknowledge and consent, however, to the App Provider having and using video monitoring services including still-photo imaging and storing related data in its data centres as part of its provision of its App for the System. You may also be required by the App Provider to accept its terms and conditions for the supply and use of its App.
- 2.8 The Secom Smart Security System may include the supply of an Internal Video Camera that enables you to view inside the Premises. Accessing your Internal Video Camera via the Secom Smart Security App/web portal will vary dependent upon the speed of your connection which does not mean that the System is not working correctly.

- 2.9 The Secom Smart Security System may include the supply of an internal motion camera. The purpose of this device is to confirm that an authorised user has unset the alarm. The device is not designed to provide intruder image verification. The image quality of this camera will be affected by its location and the levels of light within its field of range. The camera should be positioned to provide the best quality images but to keep false alarms to a minimum. False alarms can come from exposure to heat sources, air draughts and direct sunlight. The availability of images from the camera to the Secom Smart Security App will vary depending upon the speed of your connection.

### 3. Term

This Agreement shall come into force on the date that you sign to accept the Quotation. This Agreement shall last for the Initial Period and shall then continue automatically but either party may terminate the Agreement by giving the other party not less than 3 months' written notice, such notice not to expire prior to the end of the Initial Period, unless terminated earlier in accordance with clause 4.1.4, clause 13 or Part B.

### 4. Your Obligations

- 4.1 You agree in entering into this Agreement:
- 4.1.1 to ensure that the terms of your order set out in the Quotation and System Design Proposal are complete and accurate.
- 4.1.2 to co-operate with us in all matters relating to installation of the System and the provision of the Service including allowing access by or on behalf of us and/or the Network Service Provider for installation, maintenance and/or service work.
- 4.1.3 to obtain and pay for all necessary consents (including listed building consent) that may be necessary for the installation of the System and you shall also give us access to the Premises at all reasonable times and provide other facilities (including power sockets available as required by the system installed by a qualified electrician) as reasonably required by us for the purpose of doing anything that we are required or entitled to do under the Agreement. We will use reasonable endeavours to carry out the work in question during Normal Working Hours and you acknowledge that it may be necessary in certain circumstances for us to carry out some work outside Normal Working Hours.
- 4.1.4 that you have provided us with all such information and materials as we may reasonably require to produce the System Design Proposal, shall provide us all such information and materials as we may reasonably require to supply the Service and shall ensure that such information is accurate in all material respects, such information to include, without limitation, details of any areas of your Premises containing high value property. If you do not give us this information within a reasonable time of us asking for it, or if you give us incomplete or incorrect information, we may either end the Agreement or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We will not be responsible for supplying the Equipment late or not supplying any part of it if this is caused by you not giving us the information we need within a reasonable time of us asking for it.
- 4.1.5 to take care of the System, keep it insured against accidental damage and not to tamper with, misuse, neglect, wilfully damage or incorrectly use any part of the System causing damage to it or any part of it.
- 4.1.6 not to alter or repair the System without our prior written consent.
- 4.1.7 to advise us of anything that could constitute a site hazard or a risk, which could affect the safety of any person installing, servicing or responding to the System. You shall notify us as soon as possible of any faults or damage appearing in the System and shall allow us to take such steps as we consider necessary to remedy such faults and/or damage and this includes allowing us the access we would reasonably need in order to fulfil our duties under the Agreement. **If it comes to light that the damage in question has occurred as a result of your negligence (irrespective of whether such negligence is wilful or not) then we shall be entitled to reimbursement for the value of the Company's Equipment in question together with any other costs that we have incurred in attempting to repair the Company's Equipment and/or rectify the damage.**
- 4.1.8 to notify us of any change in the site conditions at your Premises and any change of circumstances that may affect the ability of the System to operate as intended and as set out in the Quotation and System Design Proposal.

- 4.1.9 that you acknowledge and agree that we may access the System remotely for the purpose of performing remote diagnostics, software updates and maintenance.
- 4.2 You agree to ensure that the Premises are maintained in accordance with any relevant health and safety legislation, and in particular that the Premises are sufficiently illuminated to enable us to properly install and service the System.
- 4.3 If the actual link from the Premises to the Alarm Receiving Centre is through a telephone or broadband line, you agree to procure the required telephone or broadband line and to pay the relevant Network Service Provider any charges that it requests in respect of (as the case may be) the installation of a communications line, a block terminal or broadband socket and all line, data and call charges throughout the term of the Agreement for monitoring the signals that the Alarm Receiving Centre may receive. The telephone line must be installed adjacent to our Equipment in the position specified in the System Design Proposal.
- 4.4 If we are prevented or delayed from performing our obligations under the Agreement by any act or omission by you or by your failure to comply with your obligations (**Your Default**), we shall, without limiting our other rights and remedies, have the right to suspend performance of the Service until you remedy Your Default to the extent that Your Default prevents or delays our performance of our obligations and we shall not be liable for any costs or losses sustained or incurred by you and we may make an additional charge of a reasonable sum to cover any costs or losses sustained or incurred by us.
- 4.5 Subject to clause 12, if you order a System to a specification below the standard we recommend in order to reduce the price or for any other reason or you require specific goods or a specific supplier that we do not recommend or do not ordinarily supply, we will not be liable for any losses, costs or expenses you incur arising directly or indirectly from our compliance with your instructions.
- 4.6 If you wish to access the system including accessing images from CCTV installed at the Premises via the Secom Smart Security App, then you are responsible for providing the mobile phone and all SIM costs in respect of that phone.

## **5. Our Obligations Regarding Installation**

- 5.1 Delivery of the System shall be completed on the arrival of all the relevant Equipment and component parts at your Premises.
- 5.2 If we are not able to deliver the whole of the System at one time due to operational reasons or shortage of stock, we may deliver the System in instalments. We will not charge you extra delivery costs for this. However, if you ask us to deliver the System in instalments, we may charge you extra delivery costs. If we are late delivering an instalment or one instalment is faulty, that will not entitle you to cancel any other instalment.
- 5.3 We will install the System at the Premises as set out in all material respects in the Quotation and the System Design Proposal and within a reasonable time from the date on which the Agreement comes into existence or as agreed in writing with you. Following completion of the installation of the System, we will issue you with a handover certificate stating the Installation Date (which may be issued prior to connection of the communications link) and such certificate shall be conclusive evidence of the Installation Date for the purpose of the Agreement.

## **6. Our Obligations Regarding the System**

- 6.1 Secom Plc warrants that (subject to the other provisions of the Agreement) during the term of this Agreement, the System will be free from defects in materials and workmanship; we shall use reasonable skill and care in the provision of the Service; and shall perform the Service in accordance with all applicable legislation and in all material respects, with any UK codes of practice relevant to the provision of the Service.
- 6.2 Secom Plc shall not be liable for a breach of the warranty in clause 6.1 unless:
- 6.2.1 Customer gives written notice of the defect to Secom Plc within 14 days of the time when Customer discovers or ought to have discovered the defect; and
- 6.2.2 Secom Plc is given a reasonable opportunity after receiving the notice of examining, repairing or replacing the System (or parts thereof).
- 6.3 We shall not be liable for the System's failure to comply with the warranty in clause 6.1 if:
- 6.3.1 the defect arises because you failed to comply with any of your obligations set out in clause 4;



- 6.3.2 the defect arises as a result of our following any drawing, design or specification supplied by you;
- 6.3.3 you or a third party who is not one of our authorised repairers alter or repair such Equipment without our prior written consent;
- 6.3.4 the System or any Equipment differ from the System Design Proposal as a result of changes made to ensure they comply with applicable statutory or regulatory standards.
- 6.4 Except as provided in this clause 6 and clause 12, we shall have no liability to you in respect of the System's failure to comply with the warranty set out in clause 6.1
- 6.5 These Terms and Conditions shall apply to any repaired or replacement equipment supplied by us under clause 6.2.
- 6.6 Except as expressly stated in this Agreement, all other warranties, representations (unless made fraudulently), terms and conditions are excluded to the fullest extent permitted by law.
- 6.7 If you are a Consumer, nothing in this clause 6 shall limit your statutory rights.

## 7. Our Obligations Concerning the Provision of the Service

7.1 Provided that we have received the Rental and Service Charge, we will provide you with the Service. The elements of the Service are more particularly described below – only those elements ordered by you in the Quotation apply. Furthermore, we will ensure that the Service is delivered in accordance with the relevant standard as described by the British Standards Institution and (where appropriate) NSI Codes of Practice.

### 7.1.1 *Fully Comprehensive Maintenance*

We will carry out one or two routine maintenance inspections on the System per annum depending upon the type of System ordered and the regulatory requirements in respect of maintenance provision, in line with industry standards and in accordance with the Quotation/System Design Proposal. The maintenance inspections may alternate between a physical inspection carried out by an engineer and, where it is technically possible, a remote electronic inspection carried out by our remote resolution staff based at our Service Centre. The physical inspection will be carried out during Normal Working Hours. Physical inspections that are carried out at your request outside Normal Working Hours will incur additional charges. Our Fully Comprehensive cover is explained in detail in the System Design Proposal Guide and you shall only be charged for repairs as stated in clause 6 above.

### 7.1.2 *Monitoring*

For systems that include monitoring once the signalling equipment has been connected to the Alarm Receiving Centre and tested, we will monitor the signals we receive at the Alarm Receiving Centre from the System. We will carry out the actions as laid down in the System Design Proposal and/or any addendum to the Agreement.

### 7.1.3 *Engineering Response*

Your System Design Proposal will describe the type of engineering response you will receive with your Service package.

### 7.1.4 *Key Response*

If you have chosen the Key Response Service, upon receipt of an alarm signal or video alarm by the Alarm Receiving Centre, we will despatch a key response officer to your Premises. On arrival the key response officer will conduct a visual inspection of the Premises and attempt to contact the appropriate authority or nominated customer contact. Unless otherwise agreed in writing, our key response service provides up to 5 inclusive visits per Premises per annum. The Company reserves the right to levy additional charges at the prevailing rate for excess visits.

### *Guard Patrol*

If you have chosen Guard Patrol Service, the Alarm Receiving Centre will dispatch a patrol officer to your Premises upon receipt of an alarm signal or video alarm. On arrival, the patrol officer will conduct an external inspection to all readily accessible areas of the Premises. When the patrol officer identifies that a break-in is in progress, they will take appropriate escalation action, which may involve notifying the police via the 999 emergency telephone service and/or notifying your nominated keyholder. Unless

otherwise agreed in writing, our Guard Patrol Service charge includes up to 5 visits per Premises per annum. We reserve the right to charge for patrol visits that are in addition to the 5 visits included in the Rental and Service Charge.

7.2 We have the right to make any changes to the Service which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Service, and we shall notify you in any such event.

7.3 If you are a Consumer, nothing in this clause 7 shall limit your statutory rights.

## **8. Payment**

8.1 You agree to pay us the Installation Charge and Other Charges in full and in cleared funds on or by the due date as detailed in the Important Notes on the Quotation unless otherwise agreed in writing. Time for payment is of the essence.

8.2 You agree to pay us the Rental and Service Charge in full and in cleared funds on or by the due dates as detailed in the Important Notes on the Quotation unless otherwise agreed in writing. Time for payment is of the essence.

8.3 Where we require payment by Direct Debit, if we are unable to collect a payment by Direct Debit due to insufficient funds, we may charge you a fee of up to £15 to cover our administration costs. This charge will be taken the next time we attempt to take the relevant payment.

8.4 We reserve the right to increase the rental price of the System, by giving notice to you at any time before delivery, to reflect any increase in the cost of the System to us that is due to:

8.4.1 Any request by you to change the delivery dates, quantities or types of goods ordered or to change the System Design Proposal; or

8.4.2 Any delay caused by any instructions from you in respect of the System or your failure to give us adequate or accurate information in respect of the System.

8.5 It is agreed that the Rental and Service Charge will remain fixed for the first twelve months the Agreement is in force. After this time, we reserve the right to adjust the Rental and Service Charge annually in line with the Retail Price Index and any other increase in costs that we have incurred resulting from changes to police force policies and industry legislation. We will advise you 30 days prior to the increased Rental and Service Charge taking effect. After the Initial Period, you may terminate the Agreement with immediate effect by written notice given prior to the increased Rental and Service Charge taking effect.

8.6 Amounts stated on the Quotation for Traders are exclusive of VAT. Amounts stated on the Quotation for Consumers include VAT. Where applicable, VAT will be added to the invoice at the prevailing rate and will be payable by you at the same time as payment is due for the supply of the System or Service.

8.7 In the event that any payments due pursuant to this clause 8 are not made by the due date then you agree that interest shall accrue on the outstanding sum in question on a daily basis at the rate of 3% per annum above the base rate of National Westminster Bank plc from time to time (or 3% per annum for any time when such base rate is below zero), compounded monthly on all amounts or accounts overdue until the payment in question has been made to our satisfaction irrespective of whether judgment in respect of the sum has been entered.

8.8.1 You shall pay all amounts due in full without any set-off, counterclaim, deduction or withholding except as required by law; and

8.8.2 We may, without limiting our other rights and remedies, set off any amount owing to us by you against any amount payable by us to you.

## **9. Ownership**

9.1 Throughout the Agreement the legal and beneficial title of the Equipment will remain with us.

9.2 You shall not to sell, encumber, charge, or offer the title to the Equipment during the term of the Agreement to any third party and you agree to reimburse us for any cost, expense, claim, loss or damage that we may subsequently suffer as a result of your failure to abide by this covenant.

9.3 At the end of the Agreement, you must return the System to us usually by allowing us access to the property to remove the System. If you fail to deliver up the System promptly, we may enter any

premises of yours or of any third party where the Equipment is stored in order to recover the Equipment.

**10. Risk**

- 10.1 You agree to assume all risk in the Equipment from such time as the item in question has been delivered to the Premises by our agents or us.
- 10.2 You agree to insure the Equipment against any loss or damage howsoever caused (which will include cover for all loss which you may suffer as a result of the System not working or any failure to provide the monitoring).
- 10.3 You hereby agree to reimburse us our reasonable costs, expenses, claims, losses or damage incurred by us (irrespective of whether such cost, expense, claim, loss or damage is caused by loss of profit or damage to property), which we incur as a result of any failure, neglect or negligence by you in looking after the System.

**11. Your Further Obligations**

- 11.1 You agree to reimburse us within one calendar month of any written demand in respect of the following reasonably incurred by us for you:
  - 11.1.1 any charges paid by us to the local police authority for the provision of a Unique Reference Number or as a result of you neglecting to use the System properly and the Key Holder being unavailable to assist the police promptly;
  - 11.1.2 any modifications required to the System due to changes of British Standards, Industry Standards, NSI Codes of Practice and/or Police Force Policy; and
  - 11.1.3 any work not included in the System Design Proposal concerning redecorating, repairing, carpet laying, concealing cables, building work or carpentry work.
- 11.2 You agree to arrange adequate insurance cover against any liability (including all damages, costs and expenses) we may suffer in respect of the following:
  - 11.2.1 causing death or injury to any of our employees, agents or subcontractors because you, your agents or any person on your Premises with your permission, is negligent or has not fulfilled their statutory responsibility pursuant to the Occupiers Liability Act 1957 or any successive or amending legislation of Parliament;
  - 11.2.2 loss of or damage to any property which belongs to our employees, agents or subcontractors which has been caused by your negligence or the negligence of your agents or anyone else on your Premises with your permission; and
  - 11.2.3 any action brought by any third party as a result of your negligence which includes the actions of any agent.
- 11.3 You accept that the System can only properly function if the wiring and electrical system at the Premises performs properly and therefore in the event that the System is unable to work properly because of any such failure of the wiring and electrical system to perform properly, this will remain your responsibility and, subject to clause 12, we will not be liable for any loss or damage that arises as a result of any such failure of the wiring or electrical system or both.

**12. Our Liability – YOUR ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE**

- 12.1 You agree that we have no specific knowledge of the Premises and/or your business in respect of which the System has been installed and will be serviced. In light of our lack of knowledge of any such specific risks, our liability is limited as set out in this clause 12.
- 12.2 Nothing in these Terms and Conditions shall limit or exclude our liability for:
  - 12.2.1 death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors;
  - 12.2.2 fraud or fraudulent misrepresentation; and
  - 12.2.3 any other liability that cannot be limited by law.
- 12.3 Subject to clause 12.2:
  - 12.3.1 We shall under no circumstances whatever be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Agreement; and



- 12.3.2 If we lose keys or card keys that we hold, we will pay the reasonable cost of a replacement key or card key and replacing the applicable lock; and
- 12.3.3 If you are a Trader, our total liability to you in respect of all other losses arising under or in connection with the Agreement, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed £50,000. If you are a Consumer, our financial liability to you is limited in accordance with clause 25.4.
- 12.4 Except as set out in these Terms and Conditions, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Agreement.
- 12.5 If you are a Consumer, the provisions of clause 25 shall also apply.

### 13. Termination

- 13.1 If any party breaches the Agreement and (if remediable) fails to remedy the breach within twenty eight (28) days after notice in writing to do so, the other party can elect to terminate the Agreement with immediate effect by giving written notice to the party in breach.
- 13.2 Without limiting its other rights or remedies, each party may terminate the Agreement with immediate effect by giving written notice to the other party if:
  - (a) the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply;
  - (b) the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (where a company) for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
  - (c) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the other party (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of the other party with one or more other companies or the solvent reconstruction of that other party;
  - (d) the other party (being an individual) is the subject of a bankruptcy petition or order;
  - (e) a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days;
  - (f) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the other party (being a company);
  - (g) a floating charge holder over the assets of the other party (being a company) has become entitled to appoint or has appointed an administrative receiver;
  - (h) a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;
  - (i) any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in (a) to (h) (inclusive) of this clause 13.2; or
  - (j) the other party suspends, threatens to suspend, ceases or threatens to cease to carry on, all or substantially the whole of its business.

Without limiting any other remedies or rights we may have, if you are in breach (and this includes a payment due to us being more than one month in arrears) or become subject to any of the events listed in clause 13.2 (a) to (j), or we reasonably believe that you are about to become subject to any of these, then we can elect to cancel or delay the installation of the System and/or withdraw the Service. You will receive written notice of this.

- 13.3 Unless the Agreement is terminated by you under clause 13.1 or clause 13.2, if you terminate the Agreement with effect from a date during the Initial Period, such termination will be a breach of this Agreement. If the Agreement is terminated due to your breach of the Agreement during the Initial

Period, you shall pay us two thirds of the Rental and Service Charge for the period from the date of termination to the end of the Initial Period. This represents a fair estimate of the loss of profit we would have suffered in those circumstances as, for this period of time, we would not be able to make appropriate alternative use of the Company's Equipment or the resources that we put in place to provide you with the Service but takes into account that we do not have to monitor and inspect the System and that we are being paid earlier than expected.

13.4 If this Agreement is terminated:

13.4.1 you shall immediately pay to us all of our outstanding unpaid Rental and Service Charge instalments that have not been paid on their due date for payment and interest; and

13.4.2 you agree to deliver the Equipment (excluding any fixed wiring in your Premises) within two calendar weeks of the termination date. If this does not occur, we may enter your Premises and take possession of the Equipment. Until the Equipment has been returned, you shall be solely responsible for its safe keeping and will not use it for any purpose not connected with the Agreement. We will charge you for our reasonable costs incurred in removing the Equipment from your Premises, except that if you terminate this Agreement as a result of a breach by us, you will not be liable for this charge.

13.5 This agreement shall last for the Initial Period and shall then continue automatically but each party can terminate by giving the other three months written notice, such notice not to expire before the end of the Initial Period.

13.6 If you are a Consumer, the provisions of clause 26 shall also apply.

#### **14. Effect of Termination**

14.1 On termination of the Agreement for any reason, the accrued rights and remedies of you and us as at termination shall not be affected, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination or expiry, and clauses which expressly or by implication have effect after termination shall continue in full force and effect.

14.2 Where our Service includes an NSI certificate and competence, on termination of the Agreement for any reason:

14.2.1 the NSI certificate shall be deemed to be cancelled;

14.2.2 we will notify the local police; and

14.2.3 we recommend that you inform your insurer (and the cost of your premiums may increase).

#### **15. Assignment**

15.1 We may transfer all or any of our rights under this Agreement and perform any of our obligations through selected persons, but this will not affect your rights under this Agreement.

15.2 This Agreement is personal to you and may not be assigned or otherwise transferred by you unless you have obtained our prior written consent, which shall not be unreasonably withheld.

#### **16. Complaints**

Should you have any problems with the System or the Service which you are unable to resolve with our salesperson or the branch/department manager, please write to the Customer Services Department at our registered office address (or by e-mail at [customerservices@secom.plc.uk](mailto:customerservices@secom.plc.uk)). This complaint will be acknowledged within three working days of receipt and an investigation undertaken. A formal written outcome of the investigation will be sent to you within 15 working days. If this is not resolved to your satisfaction you may write to the Directors who will endeavour to investigate and respond within 15 working days with the Company's final outcome.

#### **17. Notices**

If you wish to contact us in writing, or if any clause in these Terms and Conditions requires you to give us notice in writing, you can send this to us by e-mail, by hand, or by pre-paid post to our registered office as set out above or [customerservices@secom.plc.uk](mailto:customerservices@secom.plc.uk). If we have to contact you or give you notice in writing, we will do so by e-mail, by hand, or by pre-paid post to the address you provide to us in the Quotation. Any notice shall be deemed to be served if sent by e-mail, one Business Day after transmission; if delivered personally, when left at the address referred to in this clause; or if sent by

pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting.

**18. Events Outside Our Control**

- 18.1 Any delay or failure by us to perform any or our obligations by reason of any cause beyond our control, including without limitation, strikes, lock-outs, labour disputes (whether involving our workforce or any other party), failure of a utility service or transport network, act of God, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, weather conditions, traffic congestion, breakdown of plant or machinery, obstruction of any public or private roads or highway, epidemic or default of suppliers or subcontractors, shall not be deemed to be a breach by us of the Agreement.
- 18.2 If you are a Consumer and any such delay or failure is caused by an event outside our control, then we will contact you as soon as possible to let you know and we will take reasonable steps to minimise the effect of the delay or failure. Provided we do this we will not be liable for delays caused by the event but, if there is a risk of substantial delay, you may contact us to end the contract and receive a refund for any products (whether part of the System or the Service) which you have paid for but not received.

**19. Data Protection and ICO CCTV Code of Practice**

Your attention is drawn to the law on data protection and the Information Commissioner's Office's (ICO) CCTV Code of Practice. By law the Customer may be responsible for registering the system with the ICO. Information can be obtained from the ICO's website: [www.ico.org.uk](http://www.ico.org.uk)

The Customer should consider also the application of the law in the UK on data protection including the Data Protection Act 2018 and the regulations made in connection with that Act to the system design (A Privacy Impact Assessment should be carried out by the Customer and requirements for any masking established).

The Customer has an obligation to make anyone entering or adjacent to the Premises aware that images are being gathered and for what purpose, by using appropriate signage to be displayed where the images are being recorded. If we are supplying a Secom Smart Security System, you shall obtain the consent of any occupier of the Premises, to the App Provider having and using video monitoring services including still-photo imaging and storing related data in its data centres as part of its provision of its App for the System and make any visitor to the premises aware of the same.

The Company is not qualified to give legal advice on the law on data protection and any statements made about your obligations or requirements thereunder represent our view of the situation to the best of our knowledge and should not be relied upon. We accept no liability for these statements and we strongly recommend that you seek your own legal advice about your data protection obligations.

**BRITISH STANDARD CODE OF PRACTICE BS 7958**

Attention is drawn to the above code of practice for the management and operation of CCTV which is applicable to CCTV used in public spaces and also provides good practice for all other CCTV systems. (Note: this document may be obtained from the British Standards Institute or the National Security Inspectorate.)

We are required to inform you that information supplied to the Company may be held on computer files and that any relevant information may be passed on to the local police force to be held on their files. We will only use your personal information as set out in our privacy policy which is available at [*insert link or details on where/how to find the privacy policy*].

**20. Third Party Rights**

This contract is between you and us. No other person shall have any rights to enforce any of its terms.

**21. Requested Dates**

We will use our reasonable endeavours to meet any times, dates, or periods requested by you for delivery, installation or provision of the Service but any such dates shall be estimates only and time for delivery or for the performance of the installation of the System or provision of the Service shall not be of the essence nor entitle you to terminate the Agreement.

**22. Severability**

If any court or competent authority decides that any of the provisions of these Terms and Conditions or any other provisions of the Agreement are invalid, unlawful or unenforceable to any extent, the term will, to that extent only, be severed from the remaining terms, which will continue to be valid to the fullest extent permitted by law.

**23. Waiver**

If we fail to insist that you perform any of your obligations under the Agreement, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.

**24. Governing Law and Jurisdiction**

- 24.1 The Agreement, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by and interpreted in accordance with English law.
- 24.2 You and we both agree to the exclusive jurisdiction of the courts of England to settle any dispute or claim arising out of or in connection with the Agreement or its subject matter or formation (including non-contractual disputes or claims). If you are a Consumer and live in Scotland, you can bring legal proceedings in respect of the Equipment or the Service in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the Equipment or the Service in either the Northern Irish or the English courts.

**B TERMS APPLICABLE TO CONSUMERS**

**THESE PROVISIONS ALSO APPLY WHERE THE CUSTOMER IS A CONSUMER. WHERE THERE IS ANY CONFLICT BETWEEN THE PROVISIONS OF PART A AND PART B OF THIS AGREEMENT, THE PROVISIONS OF THIS PART B SHALL PREVAIL**

**25. LIABILITY**

- 25.1 We are responsible to you for foreseeable loss and damage caused by us. If we fail to comply with the Agreement, we are responsible for loss or damage to you as the Customer that is a foreseeable result of our breaking the Agreement or failing to use reasonable care and skill. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the Agreement was made, both we and you knew it might happen; for example, if you specifically drew it to our attention during the sales process.
- 25.2 We do not exclude or limit in any way liability where it would be unlawful to do so. This includes liability for:
- 25.2.1 death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors;
- 25.2.2 for fraud or fraudulent misrepresentation;
- 25.2.3 for breach of your legal rights in relation to this Agreement including the right to receive the Equipment and the Services; and

25.2.4 for any matter for which we are not permitted by law to exclude or limit, or to attempt to exclude or limit, liability.

25.3 We are not liable for business losses. We supply Equipment and the Service to Consumers for domestic and private use. If you use them for any commercial, business or re-sale purpose, we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

25.4 Save as provided otherwise in this clause 25 or where it would be unlawful to do so, our total liability to you in respect of all other losses arising under or in connection with this Agreement, shall in no circumstances exceed £20,000 in respect of negligence and £10,000 in all other circumstances.

25.5 AS A CONSUMER, YOU HAVE LEGAL RIGHTS AND REMEDIES IN RELATION TO THE PROVISION OF THE EQUIPMENT. ADVICE ABOUT THE HIRER'S LEGAL RIGHTS AND REMEDIES IS AVAILABLE FROM THE CITIZENS' ADVICE BUREAU. NOTHING IN THESE TERMS WILL AFFECT THE HIRER'S LEGAL RIGHTS AND REMEDIES.

## 26. YOUR RIGHTS TO END THE CONTRACT

26.1 Your rights to end the Agreement will depend on what has been purchased, whether there is anything wrong with it, how we are performing and when you decide to end the Agreement:

26.1.1 If any Equipment is faulty or misdescribed, you may have a legal right to end the Agreement (or to get the product repaired or replaced or the Service re-performed or to get a full or partial refund of money paid); see clause 30.

26.1.2 If you want to end the Agreement because of something we have done or intend to do, see clause 26.2;

26.1.3 If you have just changed your mind, see clause 26.3 and clause 26.6. You may be able to get a refund if you are within the cooling-off period, but this may be subject to deductions and you will have to pay the costs of return of any Equipment;

26.1.4 You have legal rights if we deliver any goods comprising part of the System late. If we miss the delivery deadline for any such goods, then you may treat the Agreement as at an end straight away if any of the following apply:

- (a) we have refused to deliver the goods; or
- (b) delivery within the delivery deadline was essential (taking into account all the relevant circumstances).

If you do not wish to treat the Agreement as at an end straight away, or do not have the right to do so under this clause 26.1.4, you can give us a new deadline for delivery, which must be reasonable, and you can treat the Agreement as at an end if we do not meet the new deadline; and

26.1.5 In all other cases (if we are not at fault and you are not a Consumer exercising your right to change your mind) the provisions of clause 6 shall apply.

26.2 **Ending the Agreement because of something we have done or are going to do.** If you are ending the Agreement for a reason set out at clause 26.2.1 to 26.2.5 below, the Agreement will end immediately and we will refund you in full for any Fees which have been paid but where we have not yet provided the Equipment and/or Service paid for and you may also be entitled to compensation. The reasons are:

26.2.1 we have told you about an upcoming change to the Equipment, Service or these Terms and Conditions which you do not agree with;

26.2.2 we have told you about an error in the price or description of the Equipment or Service you have ordered and you do not wish to proceed;

26.2.3 there is a risk that supply of the Equipment or provision of the Service may be significantly delayed because of events outside our control;

26.2.4 we have suspended supply of the Equipment and/or Service for technical reasons, or notified you we are going to suspend these for technical reasons, in each case for a period of more than three months; or



26.2.5 you have a legal right to end the Agreement because of something we have done wrong (including because we have delivered late; see clause 26.1.4).

26.3 **Exercising the right to change your mind (Consumer Contracts Regulations 2013).** You have the legal right to change your mind within 14 days after the date on which this Agreement comes into existence between us and you. You may also receive a refund. These rights, under the Consumer Contracts Regulations 2013, are explained in more detail in this Part B.

26.4 **When you do not have a right to change your mind.** The right as a Consumer to change your mind does not apply in respect of:

26.4.1 any part of the Service, once this has been completed, even if the cooling-off period is still running;

26.4.2 any Equipment sealed for health protection or hygiene purposes once these have been unsealed after you receive them;

26.4.3 any Equipment which becomes mixed inseparably with other items after their delivery.

26.5 **How long do you have to change your mind?** How long a Consumer has to change their mind depends on what they have ordered and how it is delivered.

26.5.1 In the case of the Service, you have 14 days after the day you sign to accept the Quotation and System Design Proposal. However, once we have completed the provision of the Service you cannot change your mind, even if the cooling-off period is still running. If you cancel after we have started the Service, you must pay us for the Service provided up until the time you confirm you have changed your mind.

26.5.2 If you change your mind about the Equipment, you have 14 days after the day you receive it (or, if the Equipment is delivered in several consignments over several days, after the day on which you receive the last delivery).

Should you wish to cancel during the cooling-off period, a cancellation form is provided with the Agreement which should be returned to us as set out in clause 27.

26.6 **Ending the Agreement where we are not at fault and there is no right to change your mind.** Even if we are not at fault and you do not have a right to change your mind (see clause 26.1), you can still end the Agreement before it is completed, but you may have to pay us compensation. A contract for goods (that is, the Equipment) is completed when the goods are delivered and paid for. A contract for services (that is, the provision of the Service) is completed when we have finished providing the services and you have paid for these. If you want to end the Agreement before it is completed where we are not at fault and you have not changed your mind, just contact us to let us know. The Agreement will end immediately and we will refund any sums paid by you for Equipment or Service not provided but we may deduct from that refund reasonable compensation for the net costs we will incur as a result of your ending the Agreement depending on the date on which you end the Agreement.

## 27. HOW TO END THE AGREEMENT WITH US

27.1 **Ending the Agreement.** To end the Agreement, you must do one of the following:

(a) Phone or email. Call customer services on 0208 645 5400 or email Secom Plc at [customerservices@secom.plc.uk](mailto:customerservices@secom.plc.uk). Please provide your name, home address, contract number, details of the Quotation and, where available, your phone number and email address.

(b) By post. Write to Customer Services at Secom Plc, Secom House, 52 Godstone Road, Kenley, Surrey, CR8 5JF. Please include details of what was ordered, your contract number, when it was ordered or received and the Customer's name and address. You can use the cancellation form if you write to us.

27.2 **Returning Company owned Equipment after ending the Agreement.** If you end the Agreement for any reason after the Equipment has been dispatched or received, you must return it to Secom Plc. It must either be returned in person, posted back to Secom Plc at Secom House, 52 Godstone Road, Kenley, Surrey, CR8 5JF or (if not suitable for posting) collected by us from you (and you must allow us to collect it). Please call customer services on 0208 645 5400 or email Secom Plc at [customerservices@secom.plc.uk](mailto:customerservices@secom.plc.uk) for a return label or to arrange collection. If you are a Consumer

exercising the right to change your mind you must send off the goods within 14 days of telling Secom Plc that you wish to end the Agreement.

**27.3 When Secom Plc will pay the costs of return.** Secom Plc will pay the costs of return:

27.3.1 if the Equipment is faulty or misdescribed;

27.3.2 if you are ending the Agreement because we have told you of an upcoming change to the Equipment, Service or these Terms and Conditions, an error in pricing or description, a delay in delivery due to events outside our control or because you have a legal right to do so as a result of something we have done wrong.

**In all other circumstances (including where you are exercising a right to change your mind) you must pay the costs of return.**

**27.4 Refunds.** If you are entitled to a refund under these Terms and Conditions, such refunds will be made by the method you used for payment. However, we may make deductions from the price, as described below. In addition, if you break the Agreement, we will refund any money you have paid in advance for Equipment or the Service which we have not provided but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the Agreement.

**27.5 When we may make deduction from refunds.** If you are exercising a right to change your mind:

27.5.1 We may reduce any refund (excluding delivery costs) to reflect any reduction in the value of the Equipment, if this has been caused by the Customer handling them in a way which would not be permitted in a shop. If a refund is made before we can inspect the Equipment and later discover it has been handled in an unacceptable way, you must pay us an appropriate amount.

27.5.2 The maximum refund for delivery costs will be the costs of delivery by the least expensive delivery method we offer.

27.5.3 In relation to the Service, we may deduct from any refund an amount for the supply of the Service for the period for which it was supplied, ending with the time when you told us you had changed your mind. The amount will be in proportion to what has been supplied, in comparison with the full coverage of the Agreement.

**27.6 When refunds will be made.** Refunds will be made within 14 days from the day on which we receive the Equipment back from you or, if earlier, the day on which you provide evidence that it has been sent back. In all other cases, your refund will be made within 14 days of your telling us you have changed your mind.

## **28. Secom Plc's rights to end the Agreement**

Our rights to terminate this Agreement are set out in clauses 4 and 13.

## **29. If there is a problem with Customer Equipment**

Any questions or complaints about any part of the Equipment should be communicated to the customer service team at 0208 645 5400 or in writing at [customerservices@secom.plc.uk](mailto:customerservices@secom.plc.uk) or Secom Plc, Secom House, 52 Godstone Road, Kenley Surrey CR8 5JF

## **30. Your rights in respect of defective Equipment or Service (Products)**

We are under a legal duty to supply Products that are in conformity with the Agreement. See below for a summary of the key legal rights in relation to the Products. Nothing in these terms will affect such legal rights.

## **SUMMARY OF YOUR KEY LEGAL RIGHTS**

This is a summary of key legal rights for Customers who are Consumers. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website [www.adviceguide.org.uk](http://www.adviceguide.org.uk) or call 03454 04 05 06.

In the case of the Equipment, the Consumer Rights Act 2015 says goods must be as described, fit for purpose and of satisfactory quality. During the expected lifespan of the Equipment, the Customer is entitled to the following:

- a) Up to 30 days: if goods are faulty, then you can get an immediate refund.
- b) Up to six months: if goods can't be repaired or replaced, then there is an entitlement to a full refund, in most cases.
- c) Up to six years: if goods do not last a reasonable length of time, you may be entitled to some money back.

In the case of the Service, the Consumer Rights Act 2015 says:

- a) the Customer can ask Secom Plc to repeat or fix a service if it's not carried out with reasonable care and skill, or get some money back if it can't be fixed.
- b) If no price has been agreed beforehand, the price must be reasonable.
- c) If no time frame has been agreed beforehand, it must be carried out within a reasonable time.