

## 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 carefully as they contain important information about Secom Plc and the Contract.**

**YOUR ATTENTION IS DRAWN IN PARTICULAR TO THE SECTIONS CONCERNING SECOM PLC'S LIABILITY TO YOU AS A CUSTOMER IN CLAUSES 14 AS VARIED, IN THE CASE OF CONSUMERS, BY CLAUSE 27 AND THE RIGHTS OF TERMINATION IN CLAUSE 15 OF PART A AS VARIED BY THE PROVISIONS OF PART B. See Note:**

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 apply to your system. You must read these terms and conditions along with your Quotation, Specification or 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.

**Your attention is particularly drawn to the provisions of Clause 14.**

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

The Customer ("you") and;  
SECOM Plc a company registered in England and Wales whose registered address is 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, Specification, System Design Proposal, Design Proposal Guide and Acceptance together with these Terms and Conditions.  |
| 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 | "Care Responder"         | A person or third party chosen by the Customer to respond to alerts from an inactivity monitoring system when informed by the Alarm Receiving Centre or the Secom Care App that a signal has been received from the System. |

1.4	“Company’s Equipment”	Means the signalling equipment which communicates to the Alarm Receiving Centre which will remain the property of the Company at all times.
1.5	“Consumer”	means an individual acting for purposes which are wholly or mainly outside that individual's trade, business, craft or profession
1.6	“Connection Date”	The date when the system becomes operative is the date the connection is made to the alarm receiving centre or the Cloud recording services
1.7	“Customer’s Equipment”	All items that form part of the System including component parts and the wiring as set out in the Specification or System Design Proposal, excluding the Company’s Equipment.
1.8	“Initial Period”	The period of your agreement with us as indicated on the Quotation or your Order (as the case may be), commencing on the Connection Date in the case of systems with monitoring, or the Installation Date for all other systems.
1.9	“Installation Charge”	The charge for the supply and installation of the System as set out in the Quotation.
1.10	“Installation Date”	The date we finish installing the System.
1.11	“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.
1.12	“Network Service Provider”	Telecommunications provider who will provide the communications link to specific items of equipment as documented in the Quotation and Specification.
1.13	“Normal Working Hours”	Are between 08.30 and 17.00 hours from Monday to Friday (excluding bank and public holidays).
1.14	“Outright Sale Agreement”	An agreement for the purchase of the System.
1.15	“Premises”	The building(s) or premises where the System is installed as indicated on the Quotation.
1.16	“Service”	The level of Service as ordered by you as indicated on our Quotation, System Design Proposal or Order and as more particularly described in Clause 9
1.17	“Service Charge”	Our charges for provision of the Service by us to you. The Service Charge is payable annually in advance or monthly by Direct Debit in advance throughout the life of the Agreement.
1.18	“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.
1.19	“Specification”	The specification and/or System Design Proposal for the System as specified on the Quotation.
1.20	“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.
1.21	“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.
1.22	“Warranty Period”	The period of 12 months from the Installation Date.
1.23	“Written or Writing”	Where the words written or writing appear are used in this Agreement, this includes email correspondence.

## 2. Purpose of these Terms and Conditions

- 2.1 You have asked us to install a System at your Premises and this document sets out the Terms and Conditions upon which we are prepared to make available to you a System which is in accordance with the Specification or System Design Proposal.
- 2.2 We will provide the Service, which will ensure that the System is regularly serviced and maintained.
- 2.3 Your offer to accept our Quotation constitutes an offer by you to purchase the System and our Services in accordance with these Terms and Conditions. Any Quotation given by us shall not constitute an offer and is only valid for a period of 30 days from its date of issue.
- 2.4 Your order shall only be deemed accepted when we issue written acceptance of the order at which point and on which date the Agreement shall come into existence.
- 2.5 You further agree that should you proceed with the installation of the System then you will be bound by the Terms and Conditions as set out in this document.
- 2.6 The Agreement 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 the Agreement. Except as set out in these Terms and Conditions, no variation of the Agreement, including the introduction of any additional terms and conditions shall be effective unless it is agreed in writing and signed by us.
- 2.7 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. They shall not form part of the Agreement or have any contractual force.

## 3. Period of Agreement

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 15.

## 4. Your Obligations

- 4.1 You agree in entering into this Agreement:
- 4.1.1 to ensure that the terms of your order are complete and accurate.
- 4.1.2 to co-operate with us in all matters relating to installation of the System and the Service.
- 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 as reasonably required by us for the purpose of doing anything that we are required or entitled to do under this 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 such information and materials as we may reasonably require to produce the Specification, shall provide us 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.
- 4.1.5 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 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 this 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 or Customer'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 product literature.

- 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 the 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 or Cloud Recording Services 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 this Agreement for monitoring the signals that the Alarm Receiving Centre, or video recordings that the Cloud Recording Services may receive. The telephone line must be installed adjacent to our equipment in the position specified in the Specification or 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. In particular, if we cannot gain access to the premises for a pre-arranged visit and the customer has not given us notice at least 24 hours in advance that access will not be possible, then we reserve the right to charge a reasonable no access fee to cover the cost of sending the engineer to site.
- 4.5 Subject to clause 14, 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 of expenses you incur arising directly or indirectly from our compliance with your instructions.
- 4.6 If you have chosen a Secom Smart Security System, then the following terms apply:
- a. Save for the purposes set out in clause 9.1.8 and (if you have chosen our monitoring service) clause 9.1.4, 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.
  - b. 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.
  - c. 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
- 4.7 If you have chosen an Eagle Eye Network Cloud CCTV System, then the following terms apply:
- a. In addition to the purposes set out in clause 9.1.9 and in the capacity as your system installer/maintainer, we also have engineering access to the Eagle Eye Network platform to view live and recorded images, make configuration changes, such as recording resolutions, privacy masks, analytics & camera naming convention, plus other configuration changes. This includes full control over all system users accessing different levels of the system, including all customer users. 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.

- b. Depending on the system design, Eagle Eye Network Cloud CCTV 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 Eagle Eye Network App/web portal will vary dependent upon the speed of your connection which does not mean that the System is not working correctly.
- c. The availability of images from the camera to the Eagle Eye Network App will vary depending upon the speed of your connection

## **5. Customer's Equipment**

- 5.1. The System and Customer's Equipment are described in the Specification.
- 5.2. We reserve the right to amend the Specification if required by any applicable statutory or regulatory requirements.
- 5.3. We shall not be liable for any delay or failure to deliver the System that is caused by an Event Outside Our Control or your failure to provide us with adequate delivery or other relevant instructions.
- 5.4. Subject to clause 5.3, if we fail to deliver the System, our liability will be limited to the costs and expenses incurred by you in obtaining replacement goods of similar description and quality in the cheapest market available, less, provided you have paid our Installation Charge, the price of the Customer's Equipment
- 5.5. Customer Equipment may vary slightly from the pictures on our website and other marketing material. The images of the components of the System on our website and in other marketing material are for illustrative purposes only. The Customer's System may vary slightly from those images.
- 5.6. The Customer's Equipment will be the Customer's responsibility from the time it is delivered to the Customer's nominated delivery address.

## **6. Delivery/Installation – Not applicable to Consumers**

- 6.1. If you fail to accept or take delivery of the Customer's Equipment or fail to allow us the necessary access to install the System within thirty (30) Business Days of our notifying you that we are ready, then except where such failure is caused by an event outside your control or by our failure to comply with any of our obligations under the Agreement:
- 6.2. Delivery of the Customer's Equipment shall be deemed to have been completed at 9.00 am on the thirty first (31<sup>st</sup>) Business Day following the day on which we notified you that the Customer's Equipment was ready; and
- 6.3. We will store the Customer's Equipment until delivery takes place and may charge you for all related costs and expenses (including insurance).
- 6.4. If sixty (60) Business Days after we notified you that the Customer's Equipment were ready for installation you have not accepted delivery or permitted installation, we may resell or otherwise dispose of part or all of the Customer's Equipment.

## **7. Our Obligations Regarding Installation**

- 7.1. Delivery of the System, including the Customer's Equipment, shall be completed on their arrival at your Premises.
- 7.2. If we are not able to deliver the whole of the System at one time due to operational reasons or shortage of stock, we will 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. Each instalment shall constitute a separate contract governed by these Terms and Conditions. If we are late delivering an instalment or one instalment is faulty, that will not entitle you to cancel any other instalment.
- 7.3. We will install the System at the Premises as laid down in all material respects within the Quotation and the Specification and within a reasonable time from the date of this Agreement 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 this Agreement.

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

- 8.1. Subject to clause 8.2, 8.3 and 8.5, we warrant that on delivery and during the Warranty Period, the System shall conform in all material respects with the Specification or System Design Proposal.
- 8.2. Subject to clause 8.3 and 8.5, if:
  - 8.2.1 you give us notice in writing during the warranty period within a reasonable time of discovery that some or all of the equipment comprising the System do not comply with the warranty set out in clause 8.1;
  - 8.2.2 we are given a reasonable opportunity of examining such equipment; and
  - 8.2.3 you (if asked to do so by us) return such equipment to our place of business at your cost,

we shall use our reasonable efforts to attend during Normal Working Hours on the next working day following notification of the fault by you and, at our option, repair or replace the defective equipment, or refund the price of the defective equipment in full.

- 8.3 We shall not be liable for the System's failure to comply with the warranty in clause 8.1 if:
- 8.3.1 the defect arises because you failed to comply with any of your obligations set out in clause 4;
  - 8.3.2 the defect arises because you failed to follow ours or our supplier's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the System or any item of Customer's Equipment or Company's Equipment or (if there are no such instructions) good practice;
  - 8.3.3 the defect arises as a result of our following any drawing, design or specification supplied by you;
  - 8.3.4 you or a third party who is not one of our authorised repairers alter or repair such equipment without our written consent;
  - 8.3.5 the defect arises as a result of fair wear and tear, abnormal storage or working conditions or from accident, wilful damage, negligence by you or by any third party; or
  - 8.3.6 the System or any Customer's Equipment or Company's Equipment differ from the Specification or System Design Proposal as a result of changes made to ensure they comply with applicable statutory or regulatory standards.
- 8.4 Except as provided in this clause 8, we shall have no liability to you in respect of the System's failure to comply with the warranty set out in clause 8.1.
- 8.5 The terms of these Terms and Conditions shall apply to any repaired or replacement equipment supplied by us under clause 8.2.
- 8.6 Our obligations do not extend to the replacement of infra-red, halogen, metal halide and other any other types of lamps, batteries, moving parts, video recording heads, access cards, hard drives and all other general consumable items utilised by the System.
- 8.7 If you are a Consumer, nothing in this clause 8 shall limit your statutory rights.

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

9.1 Once we have received the 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 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.

### 9.1.1 *Standard Maintenance*

We will carry out at least one routine maintenance inspection on the System per annum, in line with industry standards and in accordance with the Specification/System Design Proposal/Order. 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. You will be charged on a time and materials basis for all necessary repairs to and replacing faulty items in the System after the end of the Warranty Period. Where additional charges are applicable, they will be charged on the following basis:

- (a) in an emergency situation outside Normal Working Hours, we will inform you of the price the next working day during Normal Working Hours; or
- (b) otherwise, you will be given a quotation for the additional time and materials.

### 9.1.2 *Partly Comprehensive*

As set out in clause 9.1.1 but you will not be charged for our engineer's time.

### 9.1.3 *Fully Comprehensive*

As set out in clause 9.1.1 but you will not be charged for our engineer's time or replacement equipment if the System is faulty after the end of the Warranty Period (except for consumables as set out in clause 8.6).

### 9.1.4 *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 Specification or System Design Proposal and/or any addendum to this Agreement.

**9.1.5 Engineering Response**

Your Specification, System Design Proposal or Order will describe the type of Engineering Response you will receive with your service package.

**9.1.6 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 protected 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 visits per site per annum. Secom reserves the right to levy additional charges at the prevailing rate for excess visits.

**9.1.7 Inactivity Monitoring**

If you have chosen an inactivity monitoring system, upon receipt of an alarm signal by the Alarm Receiving Centre, we will contact the Care Responders via the Secom App or directly by the Alarm Receiving Centre in order that they can respond to the signal.

**9.1.8 Secom Smart Security**

Secom Smart Security systems come with a subscription to the Secom Smart Security App, the intellectual property rights of which are owned by the creators of the App. You will have to sign up to their App conditions when downloading the App to your mobile device. The level of maintenance included in your contract will be set out in the System Design Proposal which should be read in conjunction with the Quotation.

**9.1.9 Eagle Eye Networks**

Eagle Eye Networks CCTV systems come with a subscription to the Eagle Eye Networks App, the intellectual property rights of which are owned by the creators of the App. You will have to sign up to their App conditions when downloading the App to your mobile device. The level of maintenance included in your contract will be set out in the System Design Proposal which should be read in conjunction with the Quotation.

9.2 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.

9.3 If you are a Consumer, nothing in this clause 9 shall limit your statutory rights.

**10. Payment**

10.1 You agree to pay us in full and in cleared funds the deposit or the full amount of the Installation Charge as indicated in the Quotation/Order on or before signing the Agreement and, if a deposit is payable, you shall pay us the balance of the Installation Charge on the Installation Date. You may apply for a credit account by completing our credit application form. Until such time as you have been granted a credit account, all invoices will be payable immediately.

10.2 You agree to pay the first Service Charge in full and in cleared funds on the Installation Date. Each subsequent Service Charge will be payable at either monthly, quarterly or annual intervals (the payment interval will normally be stated within your Quotation or other contract documentation) in advance. Time for payment is of the essence.

10.3 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.

10.4 We reserve the right to increase the 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:

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

10.4.2 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.

10.5 It is agreed that the Service Charge will remain fixed for the first twelve months this Agreement is in force. After this time, we reserve the right to adjust the 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 Service Charge taking effect. After the Initial Period, you may terminate the Agreement with immediate effect by written notice given prior to the increased Service Charge taking effect.

- 10.6 Amounts stated on the Quotation are exclusive of 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.
- 10.7 In the event that any payments due pursuant to this clause 10 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 NatWest Bank plc from time to time, compounded monthly on all amounts or account overdue until the payment in question has been made to our satisfaction irrespective of whether judgment in respect of the sum has been entered.

- 10.8.1 You shall pay all amounts due in full without any set-off, counterclaim, deduction or withholding except as required by law; and
- 10.8.2 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.

## 11. Ownership

- 11.1 Even if the Customer's Equipment has been delivered to the Premises and installed there, beneficial and legal title to the Customer's Equipment will only pass to you when we have received full payment in cleared funds of the Installation Charge and any delivery charges.
- 11.2 Subject to clause 11.5, until we have received payment of the sums due under clause 10.1, you shall:
- 11.2.1 hold the Customer's Equipment on a fiduciary basis as our bailee;
- 11.2.2 store the Customer's Equipment separately from all other goods held by you so that they remain readily identifiable as our property;
- 11.2.3 not remove, deface or obscure any identifying mark or packaging on or relating to the Customer's Equipment;
- 11.2.4 maintain the System including the Customer's Equipment in satisfactory condition and keep it insured against all risks for its full price on our behalf from the Installation Date; notifying us immediately if you suffer any of the events listed in clause 15.2; and
- 11.2.5 give us such information relating to the System, including the Customer's Equipment, as we may require from time to time.
- 11.3 Throughout this Agreement the legal and beneficial title of the Company's Equipment will remain with us.
- 11.4 You shall not to sell, encumber, charge, or offer the title to the Company's Equipment during the term of this 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.
- 11.5 You may use the Customer's Equipment in the ordinary course of business and without any right to commit us to any contractual relationship or liability with any third party, but as between you and us on any sale of the Customer's Equipment to a third party, you shall act as our fiduciary agent and provided that, in the event that we have not lost title to the Customer's Equipment prior to sale by reason of their use, consumption or incorporation into other products (for the avoidance of doubt, you acknowledge and agree that the Customer's Equipment maintain their identity when incorporated and can be separated by a simple procedure without causing damage and that we shall not lose title to the Customer's Equipment when incorporated):
- 11.5.1 you shall not have authority to transfer title to the Customer's Equipment unless and until you have received payment or payments for the sale in a sum no less than the total sums due under clause 11.1;
- 11.5.2 you shall hold all sums paid to you by the third party pursuant to the sale (**Third Party Sale Payment**) on account for our benefit and agree to pay the Third Party Sale Payment into a separate and dedicated account;
- 11.5.3 you shall account to us for the Third Party Sale Payment and we undertake to account to you for any balance remaining from the Third Party Sale Payment after we have appropriated the total sums due under clause 11.1 or such sums less than the total sums due under clause 11.1 which we have appropriated.
- 11.6 If before property in the Customer's Equipment passes to you, you become subject to any of the events listed in clause 15.2, or we reasonably believe that any such event is about to happen and notify you accordingly, then, provided that the Customer's Equipment have not been resold, or irrevocably incorporated into another



product or structure, and without limiting any other right or remedy we may have, we may at any time require you to deliver up the System and:

- 11.6.1 If you fail to deliver up the System promptly, we may enter any premises of yours or of any third party where the Customer's Equipment and/or the Company's Equipment are stored in order to recover them.

## 12. Risk

- 12.1 You agree to assume all risk in the Company's Equipment and Customer's Equipment from such time as the item in question has been delivered to the Premises by our agents or us.
- 12.2 You agree to insure the Company's 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).
- 12.3 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.

## 13. Your Further Obligations

- 13.1 You agree to reimburse us within one calendar month of any written demand in respect of the following reasonably incurred by us for you:
- 13.1.1 cost of damage to or engineering call-outs to the System due to fire, storm, tempest, flood, mains failure of over eight hours, riot, and civil disturbance, break-in, attempted break-in, accident, misuse or neglect of the System;
- 13.1.2 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;
- 13.1.3 any modifications required to the System due to changes of British Standards, Industry Standards, NSI Codes of Practice and Police Force Policy;
- 13.1.4 any other exclusions in the Specification or System Design Proposal or Design Proposal Guide;
- 13.1.5 any work not included in the Specification or System Design Proposal or Design Proposal Guide concerning redecorating, repairing, carpet laying, concealing cables, building work or carpentry work.
- 13.2 You agree to arrange adequate insurance cover against any liability (including all damages, costs and expenses) we may suffer in respect of the following:
- 13.2.1 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;
- 13.2.2 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;
- 13.2.3 any action brought by any third party as a result of your negligence which includes the actions of any agent.
- 13.3 If the System uses GSM signalling, you accept that the System can only properly function if the GSM (The Global System for Mobile Communications) signal, wiring and electrical system at the Premises perform properly and therefore in the event that the System is unable to work properly because of any such failure of the GSM signal, wiring and electrical system to perform properly this will remain your responsibility and, subject to clause 14, 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.
- 13.4 If you have opted for Secom Smart Security by agreeing to the installation of the system, you acknowledge and consent to the Company utilising your Wi-Fi connection for one path of the dual path signalling transmission. The second path will be via the mobile data network. If the mobile data network signal strength is insufficient the alarm signalling transmission will operate over the Wi-Fi path only. If the Wi-Fi connection is unavailable and the mobile data network path is operable, the alarm signalling transmission will operate over the mobile data network path only. The absence of either the Wi-Fi connection or the mobile data network, but not both, will result in single path transmission, not dual path transmission as stated the System Design Proposal. It is the Customer's responsibility to ensure that the Wi-Fi signal strength is sufficient for the system to function properly, and subject to clause 12 the Company accepts no liability where this is not the case.

## 14. Our Liability – YOUR ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE

- 14.1** You agree that we have no specific knowledge of the Premises 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 hereby limited as set out in this clause 14.
- 14.2** Nothing in these Terms and Conditions shall limit or exclude our liability for:
- 14.2.1** death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors;
- 14.2.2** fraud or fraudulent misrepresentation;
- 14.2.3** any other liability that cannot be limited by law.
- 14.3** Subject to clause 14.2:
- 14.3.1** 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 contract; and
- 14.3.2** 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
- 14.3.3** If you are a Trader, our total liability to you in respect of all other losses arising under or in connection with the contract, 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 27.4.
- 14.4** Except as set out in these Terms, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the contract.
- 14.5** If you are a Consumer, the provisions of clause 27 shall also apply.

## **15. Termination**

- 15.1** If any party breaches this 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.
- 15.2** 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 15.2;

- (j) the other party suspends, threatens to suspend, ceases or threatens to cease to carry on, all or substantially the whole of its business; or
  - (k) the other party (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his own affairs or becomes a patient under any mental health legislation.
- 15.3 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 15.2 (a) to (k), or we reasonably believe that you are about to become subject to any of them, then we can elect to cancel or delay the installation and/or withdraw the Service. You will receive written notice of this.
- 15.4 Unless this Agreement is terminated by you under clause 15.1 or clause 15.2, if you terminate this Agreement with effect from a date during the Initial Period, such termination will be a breach of this Agreement. If this Agreement is terminated due to your breach of this Agreement, you shall pay us two thirds of the Service Charges 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.
- 15.5 If this Agreement is terminated:
- 15.5.1 you shall immediately pay to us all of our outstanding unpaid Service Charge instalments that have not been paid on their due date for payment and interest; and
  - 15.5.2 you agree to deliver the Company's Equipment and any Customer's Equipment which have not been fully paid for to us within two calendar weeks of the termination date. If this does not occur, we may enter your Premises and take possession of them. Until they have been returned, you shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Agreement. We will charge you for our reasonable costs incurred in removing the Company's 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.
- 15.6 If you are a Consumer, the provisions of clause 28 shall also apply.

## **16. Effect of Termination**

- 16.1 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.
- 16.2 Where our Service includes an NSI certificate and competence, on termination of the Agreement for any reason:
- (a) the NSI certificate shall be deemed to be cancelled;
  - (b) we will notify the local police; and
  - (c) we recommend that you inform your insurer and the cost of your premiums may increase.

## **17. Assignment**

- 17.1 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.
- 17.2 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.

## **18. Complaints**

Should you have any problems with the System or our 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.

## **19. 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 form. Any notice shall be deemed to be served if sent by fax or 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.

**20. Events Outside Our Control**

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 of this Agreement.

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

Attention is drawn to the General Data Protection Regulation and the Information Commissioner's Office (ICO) CCTV Code of Practice. By Law the Customer may be responsible for registering the system with the information Commissioners' Office. Information can be obtained from the Information Commissioners' Office: Website: [www.ico.org.uk](http://www.ico.org.uk)

The Customer needs to consider the application of the Data Protection Act (General Data Protection Regulations) to the system design (A Privacy Impact Assessment is to be carried out by the system owner 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 GDPR 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 GDPR 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.)

Under the provisions of GDPR, 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.

**22. Third Party Rights**

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

**23. 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 or provision of the Service shall not entitle you to terminate the Agreement.

**24. Severability**

If any court or competent authority decides that any of the provisions of these Terms and Conditions or any 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.

## **25. 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.

## **26. Governing Law and Jurisdiction**

- 26.1 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.
- 26.2 You and we both agree to the exclusive jurisdiction of the courts of England and Wales 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).

## **B TERMS APPLICABLE TO CONSUMERS**

**THESE PROVISIONS 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**

## **27. LIABILITY**

27.1 We are responsible to you for foreseeable loss and damage caused by us. If we fail to comply with this Agreement, we are responsible for loss or damage to you Customer that is a foreseeable result of our breaking this 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.

27.2 We do not exclude or limit in any way liability where it would be unlawful to do so. This includes liability for:

27.2.1 death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors;

27.2.2 for fraud or fraudulent misrepresentation;

27.2.3 for breach of your legal rights in relation to this Agreement including the right to receive the Customer Equipment and the Services; and

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

27.3 We are not liable for business losses. We supply Customer Equipment and Services 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.

27.4 Save as provided otherwise in this clause 27 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.

27.4 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.

## 28. YOUR RIGHTS TO END THE CONTRACT

28.1 Your rights to end the contract 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:

28.1.1 If any Customer 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 32.

28.1.2 If you want to end the Agreement because of something we have done or intend to do see clause 28.2;

28.1.3 If you have just changed your mind, see clause 28.3. 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 Customer Equipment;

28.1.3 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 8 shall apply.

**28.2 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 28.2.1 to 28.2.5 below the Agreement will end immediately and we will refund you in full for any Customer Equipment which has been paid for but has not been provided or Services paid for but not provided and you may also be entitled to compensation. The reasons are:

28.2.1 we have told you about an upcoming change to the Customer Equipment, Services or these terms which you do not agree with

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

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

28.2.4 we have suspended supply of the Services for technical reasons, or notified you we are going to suspend them for technical reasons, in each case for a period of more than three months; or

28.2.5 you have a legal right to end the contract because of something we have done wrong.

**28.3 Exercising the right to change your mind (Consumer Contracts Regulations 2013).** You have the legal right to change your mind within 14 days and receive a refund. These rights, under the Consumer Contracts Regulations 2013, are explained in more detail in these terms.

**28.4 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:

28.4.1 Services, once these have been completed, even if the cancellation period is still running;

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

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

**28.5 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.

28.5.1 In the case of Services, you have 14 days after the day we email you to confirm we accept your order.

However, once we have completed the Services you cannot change your mind, even if the period is still running. If you cancel after we have started the Services, you must pay us for the Services provided up until the time you confirm you have changed your mind.

28.5.2 If you change their mind about Customer Equipment, you have 14 days after the day you receive the device.

## 29. HOW TO END THE AGREEMENT WITH US

29.1 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 order 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.

**29.2 Returning Company owned Equipment after ending the Agreement.** If you end the Agreement for any reason after Customer Equipment has have 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) allow us to collect them from you. 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 us wish to end the Agreement.

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

29.3.1 if the Customer Equipment is faulty or misdescribed;

29.3.2 if you are ending the Agreement because we have told you of an upcoming change to the Services or these terms, 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.**

**29.4 Refunds.** If you are is entitled to a refund under these terms such refunds will be made by the method you used for payment. However, we may make deductions from the price, as described below.

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

29.5.1 We may reduce any refund (excluding delivery costs) to reflect any reduction in the value of the Customer 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 Customer Equipment and later discover it has been handled in an unacceptable way, you must pay an appropriate amount.

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

29.5.3 In relation to the Services, 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 contract.

**29.6 When refunds will be made.** Refunds will be made within 14 days from the day on which we receive the Customer Equipment back from you or, if earlier, the day on which you provide evidence that it has been sent back.

## 30. Secom Plc's rights to end the Agreement

30.1 Our rights to terminate this Agreement are set out in clause 15.

## 31. If there is a problem with Customer Equipment

Any questions or complaints about a device 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

## 32. Your rights in respect of defective Customer Equipment or Services (Products)

32.1 We are under a legal duty to supply Products that are in conformity with this 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 Customer 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 device 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 Services, 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.