

ASSURE SECURITY (WM) LIMITED
TERMS & CONDITIONS FOR THE SUPPLY OF SERVICES AND PRODUCTS
Version 28.02.2022

PART A - PLEASE READ IMPORTANT

- (A) **Please read these terms and conditions carefully.**
- (B) These are the terms and conditions of contract that apply to our supply of services and products to both our **business clients** and **consumer clients**. However, depending upon whether you are a business client or a consumer client, you will have different rights and obligations under these terms and conditions.
- (C) When we refer to a **business client** then, in relation to our supply of services and products, we are referring to 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.
- (D) When we refer to a **consumer client** then, in relation to our supply of services and products, we are referring to an individual acting for purposes that are wholly or mainly outside that individual's trade, business, craft or profession.
- (E) **If you are a business client then all the terms and conditions of Part B (clause 1 to clause 15 inclusive) shall apply to the contract (but not the provisions of Part C).**
- (F) **If you are a consumer client then all the terms and conditions of Part C (clause 16 to clause 31 inclusive) shall apply to the contract between us (but not the provisions of Part B).**

PART B - TERMS & CONDITIONS APPLYING TO OUR BUSINESS CLIENTS ONLY

The Client's attention is particularly drawn to the provisions of clause 11 (Limitation of Liability and Indemnity)

1. Definitions & Interpretation

1.1 These **Part B** conditions sets out the terms and conditions on which Assure Security supply's Services and/or Products to our business clients. Please read these terms carefully before contracting with us.

1.2 In these **Part B** conditions the following definitions shall apply:

Applicable Beneficiaries: any person, such as a customer or tenant of the Client, who might benefit from the Services.

Assure Security: Assure Security (WM) Limited registered in England & Wales with company number 09018281 and whose registered office address is Unit 2a Gainsborough Industrial Estate, Stourbridge, West Midlands, England, DY8 7ND.

Assure Security Materials: has the meaning given in clause 8.1.

Business Day: a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

Client: the person or firm who purchases the Services and/or Products from Assure Security.

Client Information: shall have the meaning set out in clause 8.1.

Charges: the charges for the Services and/or Products the subject of the Contract.

Conditions: the terms and conditions set out in this **Part B** as amended from time to time in accordance with clause 15.3.

Contract: the contract between Assure Security and the Client for the supply of Services and/or Products comprising these Conditions and the Specification Agreement.

Contract Year: each 12 month period during the term of the Contract the first such period commencing on the Effective Date and acknowledging that the final period may comprise 12 or less months to the date of termination.

Delivery Location: has the meaning given in clause 3.1.

Effective Date: the date that the Contract is signed by the parties and if signed on different dates then the Effective Date shall be the date of the last signature.

Force Majeure Event: means any event beyond Assure Security's reasonable control including any one or more of the following: (a) strikes, lock-outs or other industrial disputes (whether involving its own workforce or a third party's); (b) failure of energy sources or a transport network (including closures thereof); (c) failure or defects in any third party telecommunications networks, systems or equipment upon which Assure Security relies or utilises in relation to the provision of the Services; (d) acts of God, war, terrorism, riot, civil commotion, interference (including emergency orders) by civil or military authorities, national or international calamity, armed conflict, malicious damage, (e) nuclear, chemical or biological contamination, sonic boom, explosions, collapse of building structures, fires, floods, storms, earthquakes; (f) pandemics or epidemics; (g) natural disasters or extreme adverse weather conditions; and (h) the default of suppliers or subcontractors.

Material Developments: shall have the meaning set out in clause 8.1.

Relevant Claim Date: means the date on which the event giving raise to the claim occurred; and where the claim relates to a series of related events, the date on which the first such event occurred.

Specification Agreement: means any document produced by Assure Security and agreed by the Client and Assure Security setting out, amongst the others matters, the Service Specification and/or the Products Specification (as the case maybe) and the Charges and shall include "Service Agreements" for physical services provided by Assured Security and "Installation Agreements" for installations, additions, take overs, maintenance and monitoring works.

Premises: the premises to which the Services relate to.

Products: the systems, materials and/or products to be supplied by Assure Security pursuant to the Contract.

Products Specification: the description and/or specification for the Products as provided in writing by Assure Security to the Client.

Response Event: an event, incident or circumstance which having regard to the Service being provided, triggers a response from Assure Security such as for example an intruder, fire and/or CCTV alarm activation, scheduled attendance or suspicious activity.

Services: the services to be supplied by Assure Security to the Client pursuant to the Contract, including as applicable any installation services.

Service Specification: the description and/or specification for the Services as provided in writing by Assure Security to the Client.

- 1.3 In these Conditions the following rules of interpretation shall apply:
- (a) A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);
 - (b) A reference to a party includes its personal representatives, successors and permitted assigns;
 - (c) A reference to legislation or a legislative provision is a reference to it as amended or re-enacted. A reference to legislation or a legislative provision includes all subordinate legislation made under that legislation or legislative provision;
 - (d) Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms; and
 - (e) Any reference in these Conditions to the Contract terminating shall, where the context requires, include a reference to the Contract terminating by the expiry of time.
- 2. Supply of Services and/or Products**
- 2.1 Subject to these Conditions and in consideration of the payment of the Charges, Assure Security shall supply the Services and/or Products in accordance with the Contract.
- 2.2 These Conditions apply to the Contract to the exclusion of any other terms that the Client seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.
- 2.3 Any quotation given by Assure Security shall not constitute an offer and is only valid for a period of 30 days from its date of issue.
- 2.4 All of these Conditions shall apply to the supply of both Products and Services except where application to one or the other is specified.
- 3. Products & installation**
- 3.1 Assure Security shall deliver the Products to the agreed location (**Delivery Location**) at any time after Assure Security notifies the Client that the Products are ready. Where the Specification Agreement specifies that a Product is to be installed and commissioned at the Delivery Location by Assure Security then Assure Security and the Client shall agree the installation date and thereafter Assure Security shall undertake the installation and commissioning work using reasonable skill and care.
- 3.2 Delivery of the Products shall be completed: (a) upon the Products being delivered to Delivery Location or (b) where Assure Security is responsible for installing and commissioning the Product, upon completion of the delivery and installation work as certified by Assure Security.
- 3.3 Any dates quoted for delivery of the Products and for the installation and commissioning of the Products are approximate only, and time shall not be of the essence.
- 3.4 Assure Security shall have no liability for any failure to deliver the Products to the extent that such failure is caused by a Force Majeure Event or the Client's failure to provide Assure Security with adequate delivery instructions or any other instructions that are relevant to the supply and/or installation of the Products.
- 3.5 Assure Security shall not be liable for any delay in the installation and commissioning of a Product to the extent that any such delay is caused by a Force Majeure Event or for any reason or event beyond Assure Security's reasonable control including one or more of the following:
- (a) failure by the Client to comply with its obligations under the Contract, including under clause 8.1;
 - (b) any fault or defect in the Premises or location in respect of which the Product is to be installed;
 - (c) any fault, defect or failings in any related assets, utilities or infrastructure on which the Product relies and/or is ordinarily connected to; and
 - (d) the Client's failure to provide Assure Security with access to the Premises or failure to provide any utility services reasonably required in relation to the installation and operation of the Products.
- 3.6 If Assure Security fails to deliver the Products, its liability shall be limited to the costs and expenses incurred by the Client in obtaining replacement Products of similar description and quality in the cheapest market available, less the price of the Products.
- 4. Product Warranty**
- 4.1 Assure Security warrants that the Products shall:
- (a) be free from material defects in design, material and workmanship; and

(b) be of satisfactory quality (within the meaning of the Sale of Products Act 1979).

5. Title and risk

5.1 The risk in the Products shall pass to the Client on completion of delivery. Title to the Products shall not pass to the Client until Assure Security receives payment in full (in cash or cleared funds) for the Products. If the Client fails to pay any sums owed to the Supplier under the Contract by the due date then notwithstanding Supplier's retention of title pursuant to this clause 5.1 and without prejudice to any other rights or remedies, the Supplier shall have the right to take legal proceedings to recover all sums owed under the Contract including the price payable for the applicable Products and any related Services.

6. Supply of Services

6.1 Assure Security shall supply the Services to the Client in accordance with the Contract. Assure Security warrants to the Client that the Services will be provided using reasonable care and skill.

6.2 Assure Security reserves the right to amend the Services and the Service Specification: (a) without notice where such change is reasonable required to comply with any applicable law, safety or regulatory requirement, and (b) on not less than 10 Business Days' notice where the amendment will not materially affect the nature or quality of the Services.

6.3 The date quoted for the commencement of the Services in the Specification Agreement is approximate only and Assure Security may at its sole dictation vary the date on notice to the Client including where necessary as a result of a Force Majeure Event or as a result of the Client's failure to provide comply with its obligations under the Contract.

6.4 Upon the occurrence of a Response Event Assure Security shall take such action as considers appropriate in all the circumstances, acting reasonably. Where Assure Security is obliged to notify any person of a Response Event then it shall take reasonable steps to do so. The Client agrees and acknowledges that the time taken to respond to Response Events cannot be guaranteed as all Services are a shared service with other clients of Assure Security.

7. Data Protection

7.1 In this clause 7 Data Protection Legislation shall mean all applicable data protection and privacy legislation in force from time to time in the UK including the Data Protection Act 2018. In relation to the provision of the Services the parties agree and acknowledge that for the purposes of the Data Protection Legislation, the Client is the Controller and Assure Security is the Processor (as Controller and Processor are defined in the Data Protection Legislation).

7.2 All personal data processed by Assure Security in connection with the Services, shall be processed in accordance with the Data Protection Legislation and Assure Security's Data Protection & Privacy Policy (available at <https://assuresecurityltd.co.uk>).

8. Client's obligations

8.1 The Client shall:

- (a) co-operate with Assure Security in all matters relating to the Services and appoint a representative who shall be Assure Security's point of contact in relation to the Services;
- (b) provide (or procure as needs be) Assure Security with access to the Premises and to any other facilities as reasonably required by Assure Security to provide the Services;
- (c) promptly provide Assure Security with all information and data as Assure Security may reasonably require in order to enable Assure Security to supply the Services (including in relation to the Premises, any occupant of the Premises and details of any material insurance claims made in relation to the Premises in the last 3 years) (**Client Information**) and the Client shall ensure that the Client information is true, complete and accurate in all respects;
- (d) promptly notify Assure Security in writing (with details that are true, complete and accurate in all respects) of any material changes in circumstances or developments that would materially change or impact the content of some or all of the Client Information previously provided to Assure Security (**Material Developments**);
- (e) prepare the Client's Premises for the supply of the Services in accordance with any requirements notified by Assure Security to the Client;
- (f) obtain and maintain all necessary licences, permissions and consents which may be required for the receipt of Services before the date on which the Services are to start;
- (g) keep all materials, equipment, documents and other property of Assure Security (**Assure Security Materials**) at the Premises in safe custody at its own risk, maintain Assure Security Materials in good condition until returned to Assure Security, and not dispose of or use Assure Security Materials other than in accordance with Assure Security's written instructions or authorisation;
- (h) comply with any additional obligations of the Client as set out in the Specification Agreement (as applicable); and
- (i) comply with all health and safety law in relation to the Premises and be responsible for the safety of the Assure Security's personal while on the Premises.

8.2 The Client agrees and acknowledges that insurance is available to it and, as applicable, to the Applicable Beneficiaries and that it and they, as applicable, should take out and maintain reasonable and appropriate insurance to cover the potential loss or damage to the Premises and to any property or assets on or located at the Premises. The Client shall make the Applicable Beneficiaries aware of these Conditions including the content of this clause 8.2.

8.3 If Assure Security's performance of any of its obligations under the Contract is prevented or delayed by any act or omission of the Client or failure by the Client to perform any relevant obligation (**Client Default**): then (a) without limiting or affecting any other right or remedy

available to it, Assure Security shall have the right to suspend performance of the Services until the Client remedies the Client Default, and to rely on the Client Default to relieve it from the performance of any of its obligations in each case to the extent the Client Default prevents or delays Assure Security's performance of any of its obligations; and (b) the Client shall reimburse the Supplier on written demand for any costs or losses sustained or incurred by the Supplier arising directly or indirectly from any Customer Default.

8.4 The Client shall not directly or indirectly solicit or entice away (or attempt to solicit or entice away) any person employed or engaged by Assure Security in the provision of the Services at any time during the duration of the Contract or for a further period of 6 months after the termination of the Contract other than by means of a national advertising campaign open to all comers and not specifically targeted at any of the staff of Assure Security. If the Client commits any breach of this clause 8.4 it shall, on demand pay to Assure Security a sum equal to one year's basic salary or the annual fee that was payable by Assure Security to that employee, worker or independent contractor plus, recruitment costs incurred by Assure Security in replacing such person.

9. Charges and payment

9.1 The Charges as regards the Services and/or the Products the subject of the Contract shall be as set out in the Specification Agreement (or where applicable in any later document prepared by Assure Security and agreed by the Client prior to the Contract coming into force).

9.2 In addition to the Charges the Client shall also be responsible for reimbursing Assure Security any disbursements and expenses, incurred by Assure Security directly on the Clients behalf in relation to our providing the services, including, without limitation, local authority costs, police / fire service costs and any lock smith / boarding up costs. Such disbursements / expenses will be itemised on our invoice.

9.3 The Client agrees and acknowledges that in undertaking its risk assessment and setting the level of Charges Assure Security has relied upon the Client Information being true accurate and complete in all respects. In the event that Assure Security becomes aware that the Client Information provided is not fully true, complete and accurate in all respects and/or of subsequent Material Developments then Assure Security reserves the right at its discretion to either (i) to increase its Charges upon written notice to reflect the true current position or (ii) to terminate the Contract immediately upon serving written notice on the Client.

9.4 Assure Security reserves the right to increase the charges for the Services on an annual basis with effect from each anniversary of the Effective Date in line with the percentage increase in the Retail Prices Index in the preceding 12 month period and the first such increase shall take effect on the first anniversary of the Effective Date and shall be based on the latest available figure for the percentage increase in the Retail Prices Index.

9.5 Unless otherwise specified in the Specification Agreement: (a) in respect of Products, Assure Security shall invoice the Client on or at any time after completion of delivery (and installation as applicable) and (b) in respect of any Services monthly in arrears. All amounts due under the Contract shall be paid in full without any set-off, counterclaim or deduction.

9.6 Unless otherwise specified in the Specification Agreement the Client shall pay each invoice submitted by Assure Security: (a) within 30 days of the date of the invoice or in accordance with any credit terms agreed by Assure Security and confirmed in writing to the Client; and (b) in full and in cleared funds to a bank account nominated in writing by Assure Security.

9.7 All amounts payable by the Client under the Contract are exclusive of value added tax (**VAT**) and the Client shall pay to Assure Security such additional amounts in respect of the VAT at the applicable rate at the same time as payment is due for the supply of the Services and/or Products.

9.8 If the Client fails to make a payment due to Assure Security under the Contract by the due date, then, without limiting Assure Security's other remedies, the Client shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 9.8 will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.

9.9 On termination of the Contract for any reason, other than as a result of Assure Security's insolvency or breach of contract, in circumstances where Assure Security has not received all the Charges it otherwise would have done but for the early termination, then without prejudice to any other rights or remedies of Assure Security, the Client shall pay to Assure Security on demand a sum equal to the whole of the Charges that would (but for the termination) have been payable had the Contract continued from the termination date to the first date on which it could have been lawfully terminated by the Client pursuant to its terms, less a 10% discount for accelerated payment.

10. Confidentiality

10.1 Each party undertakes that it shall not at any time during the Contract disclose to any person any confidential information concerning the business or affairs of the other party except as permitted by this clause. Assure Security may disclose such information to: (a) its employees, officers, representatives, contractors, subcontractors and advisers who need to know such information in relation to Assure Security exercising its rights or carrying out its obligations under or in connection with the Contract and (b) as may be required by law, a court of competent jurisdiction, any governmental or regulatory authority or as may be required by the police, fire service or any other emergency service.

11. Limitation of liability & Indemnity

The client's attention is particularly drawn to this clause 11.

11.1 The Client agrees and acknowledges that:

(a) its Contract is solely with Assure Security which has sole legal liability for the provision of the Services and that no representative, director, officer, employee, agent or contractor of Assure Security will have any personal legal liability to the Client for any loss or claim. Unless explicitly agreed otherwise in writing by Assure Security, Assure Security will not owe, nor accept, any duty to any person other than to the Client.

(b) the provision of the Services is only intended to reduce the risk of loss or damage to property and assets and the risk of injury to persons; and such risks cannot be eliminated by the provision of the Services;

- (c) the Charges are calculated having regard to the value of the Services and not having regard to the value of the Premises or of any assets in or on the Premises;
 - (d) it is best placed (and/or the Applicable Beneficiaries are best placed) to insure the applicable premises and assets having regard to their value and potential risks; and that the potential loss or damage that may be suffered is likely to disproportionately exceed the Charges rendered by Assure Security;
 - (e) Assure Security cannot obtain unlimited insurance cover as regards its potential liability under the Contract and that there are some risks in respect of which Assure Security is either not able to obtain insurance, or is unable to insure on commercially acceptable terms; and
 - (f) it has read and understood this clause 11, had an opportunity to negotiate it and that it considers the limitations on Assure Security's liability to be fair and reasonable.
- 11.2 The restrictions on liability in this clause 11 apply to all liability (including all losses, damages and costs) arising under or in connection with the Contract and whether any claims are in contract, tort (including negligence), misrepresentation, restitution or otherwise in any other form. This clause 11 shall survive termination of the Contract.
- 11.3 Nothing in these Conditions limits or excludes any liability which cannot legally be limited or excluded by law, including liability for (a) death or personal injury caused by negligence and (b) liability for fraud or fraudulent misrepresentation.
- 11.4 Subject to clause 11.3 the following types of loss are wholly excluded by Assure Security: (a) loss of profits; loss of sales or business; loss of agreements or contracts; loss of anticipated savings; loss of use or corruption of software, data or information; loss of or damage to goodwill (in each case of loss under (a) whether direct or indirect loss); and (b) indirect or consequential loss.
- 11.5 Subject to clauses 11.3 and 11.4 Assure Security's total aggregate liability to the Client in respect of all other claims shall not exceed in each Contract Year a sum equal to the lesser of:
- (a) 125% of the Charges paid by the Client to Assure Security under the Contract in that Contract Year (subject always to a minimum liability cap of £20,000 in this limb (a)); or
 - (b) £75,000.
- 11.6 For the purposes of clause 11.5 and determining in which Contract Year a claim is made and the applicable liability cap: (a) all claims notified by the Client (or its representatives as the case maybe) to Assure Security during the duration of the Contract shall be deemed and treated by the parties as if made by the Client in the Contract Year in which the event giving rise to the claim occurred (or where the claim relates to a series of related events, in the Contract Year in which the first event of the series occurred); and (b) all claims notified by the Client (or its representatives as the case maybe) to Assure Security after the termination of the Contract (post termination claims), shall be deemed and treated by the parties as if made by the Client in the final Contract Year of the Contract.
- 11.7 The Client shall use all reasonable endeavours to mitigate any loss or damage suffered arising out of or in connection with the Contract.
- 11.8 Assure Security has given commitments as to compliance of the Products and Services with relevant specifications in clause 4 and clause 6. In view of these commitments, the terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and sections 3, 4 and 5 of the Supply of Products and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.
- 11.9 Subject to clause 11.3 Assure Security shall not have any liability in respect of any claim whatsoever unless the Client notifies Assure Security of the claim in writing within three months of the Client first becoming aware of the act, omission, circumstance or event giving rise to the claim.
- 11.10 Assure Security shall not be under any obligation to maintain, monitor, service or repair any third party devices or equipment (including network or communication links) used in relation to the provision of the Services and accordingly Assure Security shall not be liable for any loss or damage resulting in the failure or inadequate performance of any such equipment, devices, networks or communication links.
- 11.11 The Client shall indemnify Assure Security against all liabilities, costs, expenses, damages and losses (including but not limited to legal costs and all and other reasonable professional costs and expenses) suffered or incurred by Assure Security arising out of or in connection with:
- (a) any claim made against Assure Security by any third party or Applicable Beneficiary, whether in tort or otherwise, arising out of or otherwise in relation or connection to the Services and/or the subject matter of the Contract; and
 - (b) any claim made against Assure Security in relation to the injury or death of an employee or contractor of Assure Security which occurred during that individual's performance of the Services where such injury or death to the individual has been caused by: (a) the Client's breach of its obligations under the Contract; (b) the negligence of the Client and/or of an Applicable Beneficiary; and/or (c) by the breach of any statutory or other duty owed by of the Client and/or by an Applicable Beneficiary; (and in each case the indemnity in this clause also covering any breaches and/or negligence of the respective officers, employees, contractors and agents of the Client and the Applicable Beneficiary, as the case maybe).
- 12. Term and Termination**
- 12.1 Where the Contract concerns (whether wholly or in part) the provision of Services then unless otherwise agreed, or terminated earlier in accordance with the provisions of this clause 12, the Contract shall continue for a period of 36 months (the **Initial Period**) from the Effective Date and thereafter, subject to clause 12.2 it shall automatically be extended for a further period of 36 months (**Extended Period**) at the end of the Initial Period and at the end of each Extended Period.
- 12.2 Either party may give written notice to the other party, not later than 3 months before the end of the Initial Period or the relevant Extended Period, to terminate the Contract at the end of the Initial Period or the relevant Extended Period, as the case may be. For the avoidance of doubt if less than 3 months' notice to terminate is given (or if no notice to terminate is given) then the Contract shall automatically be renewed pursuant to the provisions of clause 12.1.

- 12.3 Without affecting any other right or remedy available to it, Assure Security may terminate the Contract with immediate effect by giving written notice to the Client if any one or more of the following events occur:
- (a) the Client commits a material breach of its obligations under the Contract and (if such breach is remediable) fails to remedy that breach within 10 Business Days after receipt of notice in writing to do so;
 - (b) if the Client fails to pay any amount due under the Contract on the due date for payment and fails to remedy this breach within 10 Business Days after receipt of notice from Assure Security seeking the overdue payment;
 - (c) the Client takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), obtaining a moratorium, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction.
- 12.4 Where Assure Security is entitled to terminate the Contract pursuant to clause 12.3 then without prejudice to its other rights and remedies, Assure Security may instead suspend the supply of the Services for such period as it decides in its discretion, but not exceeding a period of six weeks. Assure Security shall be entitled to terminate the Contract pursuant to clause 12.3 at any time during the period of suspension, or to terminate the Contract at the expiry of the period of suspension, if the Client is still in breach of contract or if any of the events referred to in clause 12.3(c) occur during the period of suspension or are still ongoing upon its expiry.
- 13. Consequences of termination**
- 13.1 On termination of the Contract: (a) Assure Security shall cease to provide the Services; (b) the Client shall immediately pay to Assure Security all of Assure Security's outstanding unpaid invoices and interest and, in respect of Services and Products supplied but for which no invoice has been submitted, Assure Security shall submit an invoice, which shall be payable by the Client immediately on receipt; and (c) the Client shall return all of Assure Security Materials or allow Assure Security to collect the same.
- 13.2 Termination of the Contract shall not affect any rights, remedies, obligations and liabilities of the parties that have accrued up to the date of termination. Any provision of the Contract that expressly or by implication is intended to have effect after termination shall continue in full force and effect.
- 14. Force majeure**
- 14.1 Assure Security shall not be in breach of the Contract nor liable for any failure or delay in performing its obligations under the Contract to the extent that such failure or delay caused by a Force Majeure Event.
- 15. General**
- 15.1 **Assignment and other dealings.** Assure Security may at any time assign, transfer, or subcontract its rights and obligations under the Contract. The Client may not assign or transfer any or all of its rights or obligations under the Contract without the prior written consent of Assure Security.
- 15.2 **Entire agreement.** The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 15.3 **Variation.** No variation of this Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
- 15.4 **Waiver.** No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
- 15.5 **Severance.** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Contract. If any provision of the Contract is deemed deleted under this clause 15.5 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.
- 15.6 **Notices.** Any formal contract notice given to a party under or in connection with the Contract shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case). Any such notice shall be deemed to have been received: (a) if delivered by hand, at the time the notice is left at the proper address; or (b) 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. This clause 15.6 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.
- 15.7 **Third party rights.** The Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.
- 15.8 **Law & Jurisdiction.** The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by and construed in accordance with the law of England and Wales. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.

PART C - TERMS & CONDITIONS APPLYING TO CONSUMER CLIENTS ONLY

The Client's attention is particularly drawn to the provisions of clause 29 (Limiting our liability)

16. TERMS APPLYING TO OUR CONSUMER CLIENTS ONLY

16.1 These **Part C** terms and conditions set out the terms and conditions on which we supply our Services and/or Products to our consumer clients. Please read these terms carefully before contracting with us.

16.2 We are Assure Security (WM) Limited registered in England & Wales with company number 09018281 and our registered office and postal address is Unit 2a Gainsborough Industrial Estate, Stourbridge, West Midlands, England, DY8 7ND. You can contact us by telephoning our customer service team on 0845 527 4863 or by writing to us at our postal address or by emailing us at sales@assuresecurityltd.co.uk

17. Definitions and interpretation

17.1 In these **Part B** Conditions the following definitions shall apply:

Charges: the charges for the Services and/or Products the subject of the Contract.

Consumer Contract Regulations 2013: means the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.

Contract: the contract between you and us for the supply of Services and/or Products comprising these terms and conditions in **Part C** and the Specification Agreement.

Effective Date: the date that the Contract is signed by you and us and if signed on different dates then the Effective Date shall be the date of the last signature.

Premises: the premises to which the Services relate to.

Products: the systems, materials, goods and/or products to be supplied by us to you pursuant to the Contract.

Products Specification: the description and/or specification of the Products as provided by us to you.

Response Event: an event, incident or circumstance which having regard to the Service being provided, triggers a response from Assure Security such as for example an intruder, fire and/or CCTV alarm activation, scheduled attendance or suspicious activity.

Services: the services to be supplied by us to you pursuant to the Contract, including as applicable any installation services.

Specification Agreement: means any document produced by us and agreed in by you and us setting out, amongst the others matters, the Service Specification and/or the Products Specification (as the case maybe) and our Charges and shall include "Service Agreements" where we provide physical services provided and "Installation Agreements" for installations, additions, take overs, maintenance and monitoring works.

Service Specification: the description and/or specification for the Services as provided in by us to you.

17.2 In **Part C** a reference to any legislation is a reference to it as amended or re-enacted.

18. Contracting with you

18.1 Prior to our contracting with you we will provide you with a Specification Agreement which sets out in writing the Services Specification and/or the Product Specification and the related costs and duration of the proposed Contract. A binding contract will only come into force between us when you and we have both signed the Specification Agreement and you have provided a signed version to us.

19. Client's obligations

19.1 You agree to:

- (a) promptly provide to us with such accurate information and data as we may reasonably require in order to enable us to supply the Services (including in relation to the Premises, any occupant of the Premises and details of any material insurance claims made in relation to the Premises in the last 3 years) (**Client Information**);
- (b) promptly notify us in writing of any developments that would materially alter the information previously provided by you or impact upon the provision of the Services;
- (c) prepare the Client's Premises for the supply of the Services in accordance with any reasonable requirements notified by us to you;
- (d) obtain and maintain all necessary licences, permissions and consents which may be required for the receipt of Services before the date on which the Services are to start;
- (e) keep all materials, equipment, documents and other property of ours at the Premises in safe custody until it is returned to us; and
- (f) comply with any additional obligations that you have as set out in the Specification Agreement.

20. Provision of Services and/or Products

20.1 During the pre-contract process we will let you know when we will provide the Services and/or Products to you.

- (a) **Products.** If we are supplying Products to you (and as applicable installing and commissioning them) then we will contact you to agree a delivery date (and an installation and commissioning date, where relevant);
- (b) **One-off Services.** If we are supplying one off Services to you then we will provide the Services on the date(s) agreed with you during the pre-contract process. Will we inform you of the estimated completion date for the Services during the pre-contract process;
- (c) **Ongoing Services.** If we are supplying on-going Services to you then we will supply the Services from the Effective Date until the Contract expires, unless the Contract is terminated earlier pursuant to the terms of this **Part C**.

- 20.2 If our supply of the Services and/or Products is prevented or delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take, where practical, reasonable steps to minimise the effect of the delay. Provided we do this we will not be liable for any failure in supply or delay caused by the event. Examples of events which are outside our control that may prevent or delay our supply of the Services and/or Products include:
- (a) strikes, lock-outs or other industrial disputes;
 - (b) failure of energy sources or a transport network (including closures thereof);
 - (c) failure or defects in any third party telecommunications networks, systems or equipment upon which we rely or utilises in relation to the provision of the Services;
 - (d) acts of God, war, terrorism, riot, civil commotion, interference (including emergency orders) by civil or military authorities, national or international calamity, armed conflict, malicious damage;
 - (e) explosions, collapse of building structures, fires, floods, storms, earthquakes;
 - (f) pandemics or epidemics; and
 - (g) natural disasters or extreme adverse weather conditions.
- 20.3 If you do not allow us access to the Premises to perform any Services as arranged we may charge you additional costs incurred by us as a result. If, despite our reasonable efforts, we are unable to contact you or re-arrange access to the Premises we may end the Contract and clause 26 will apply.
- 20.4 A Product will be your responsibility (as regards any loss or damage to it) from the time we deliver the Product to the address you gave us or you (or a carrier organised by you) collects it from us. You own a Product once we have received payment in full.
- 20.5 If you do not pay us for the Services and/or Products when you are supposed to (see clause 28) and you still do not make payment within 10 days of us reminding you that payment is due, we may suspend supply of the Services and/or Products until you have paid us the outstanding amounts. We will contact you to tell you we are suspending supply of the Services and/or Products. We will not suspend the supply of the Services and/or Products where you are genuinely and good faith disputing an unpaid invoice. We will not charge you for the Services during the period for which they are suspended.
- 20.6 Upon the occurrence of a Response Event we shall take such action as we consider appropriate in all the circumstances, acting reasonably. Where we are obliged to notify any person of a Response Event then we shall take reasonable steps to do so. You agree and acknowledge that the time taken to respond to Response Events cannot be guaranteed as all Services are a shared service with other clients of Assure Security.
- 21. Your right to cancel within the cancellation period**
- 21.1 As a consumer client you have the right to cancel (end) the Contract simply because you have changed your mind under the Consumer Contract Regulations 2013. Please note that the right to cancel must be exercised within the cancellation period (please see clause 21.2) and you must notify us (please see clause 23).
- 21.2 **What is the cancellation period within which to exercise a right to cancel?**
- (a) If the Contract just relates to the provision of Services, then the cancellation period ends at the end of 14 days after the day on which the Contract is entered into. However, this is subject to the provisions of clause 22 which applies when, following your request, we have either commenced or completed the provision of the Services during the cancellation period.
 - (b) If the Contract relates to just to the supply of Products (goods) or if the Contract concerns the supply of both Products and Services then you have 14 days after the day that you (or someone you nominate) receives the Products to exercise your cancellation right unless: (i) your Products are split into several deliveries over different days. In this case you have until 14 days after the day you (or someone you nominate) receives the last delivery to change your mind about the Products; or (ii) your Products are for regular delivery over a set period. In this case you have until 14 days after the day you (or someone you nominate) receives the first delivery of the Products.
- 22. Supply of Services in the cancellation period**
- 22.1 Please note that we will not begin the supply of a Services to you under a services only contract before the end of the 14 day cancellation period (as explained in clause 21) unless you have made an express written request of us to do so. Please note that if we then complete the provision of the Services to you before the end of the cancellation period, then you cease to have the right to cancel the Contract under the Consumer Contract Regulations 2013.
- 22.2 If in circumstances where, at your request, we start supplying Services to you before the end of the cancellation period and then you cancel the Contract pursuant to your rights under the Consumer Contract Regulations 2013 before completion of the Services, then you must pay to us a proportionate amount of our charges in respect of the Services provided up until the time we are informed of your decision to cancel the contract in accordance with the Consumer Contract Regulations 2013.
- 23. Your giving notice to cancel the Contract**
- 23.1 Where you are entitled to cancel the Contract under clause 21 (right to cancel within the cancellation period) and wish to do so, you must let us know by either telephoning, emailing or writing to us stating your intention and including details of the applicable Services and/or Products and your name and address. However, we would suggest that it is best that you either email or write to us for evidential purposes. If you are exercising your right to cancel the Contract under clause 21 then you may use (but do not have to) the cancellation template set out below and then complete it and either email or post it to us.
- Template cancellation form**
To: Customer Services, Assure Security (WM) Limited, Unit 2a Gainsborough Industrial Estate, Stourbridge, West Midlands, England, DY8 7ND.
[or] to Customer Services, Assure Security (WM) Limited by email using the following e-mail address: sales@assuresecurityltd.co.uk
I hereby give notice that I wish to cancel the contract in accordance with The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013
Signed.....
Name.....

Address.....

.....

Date.....

24. Returning Products

24.1 If you cancel the Contract in accordance with clause 21 after Products have been dispatched or delivered to you, then you must return them to us. Where the Products are not suitable for posting, you must allow us to collect them from you. Please call customer services or email us to arrange collection.

24.2 We will pay the costs of return if: (a) the Products are faulty or misdescribed; or (b) you are ending the Contract because we have told you of an error in pricing or of a delay in delivery due to events outside our control or because you have a legal right to do so because of our breaching our contract. In all other circumstances (including where you are validly exercising your right to cancel and change your mind) you must pay the full costs of return. If you are responsible for the costs of return and we are collecting the Product from you, we will charge you the direct cost to us of collection.

24.3 Where you have previously paid us, we will refund you the price you paid for the Products including delivery costs, by the method you used for payment. However, we may make deductions from the price, as described below. We will make any refunds due to you as soon as reasonably practical and typically your refund will be made within 14 days of your telling us you have changed your mind.

24.4 If you are validly exercising your right to cancel under clause 21 above then we may reduce your refund of the price to reflect any reduction in the value of the products, if this has been caused by your handling them in a way beyond what is necessary to establish the nature, characteristics and functioning of the Products (such as handling the Products over and above how you might in a retail / shop situation). If we refund you the price paid before we are able to inspect the Products and later discover you have handled them in an unacceptable way, you must pay us an appropriate amount.

25. Duration of Services Contract and terminating upon notice

25.1 Each Contract for the provision of Services shall, unless otherwise agreed by you and us or terminated earlier in accordance with the term and conditions set out in this Part C, continue for a period of 36 months (the **Initial Period**) from the Effective Date and thereafter, subject to clause 25.2, the Contract shall automatically be extended for a further period of 36 months (**Extended Period**) at the end of the Initial Period and at the end of each Extended Period.

25.2 Either you or us may give written notice to the other, not later than 3 months before the end of the Initial Period or the relevant Extended Period, to terminate the Contract at the end of the Initial Period or the relevant Extended Period, as the case may be. For the avoidance of doubt if less than 3 months' notice to terminate is given (or if no notice to terminate is given) then the Contract shall automatically be renewed pursuant to the provisions of clause 25.1.

26. Our rights to end the Contract

26.1 We may terminate (end) the Contract if you do (or fail to do) something serious and contrary to its terms; for example we may terminate (end) the Contract by giving notice in writing to you if one or more of the following occur:

- (a) you do not make any payment to us when it is due and you still do not make payment within 10 days of us reminding you that payment is due;
- (b) you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the Services and/or Products;
- (c) you do not, within a reasonable time, allow us access to the Premises to supply the Services; and
- (d) you fail to comply with you one or more of your obligations as set out in clause 19.

26.2 If we terminate (end) the Contract because you have done something wrong (that is you are in breach of contract) then we reserve the right to claim compensation (damages) from you in respect of any losses and/or costs we suffer or incur as a result.

27. Your rights and terminating the Contract for our breach

27.1 Nothing in these terms and conditions affect your statutory rights as a consumer. As a consumer client you may be entitled to terminate (end) the Contract in circumstances when we have breached the Contract (that is done something wrong in a contractual sense). We are under a legal duty to supply products to you that are in conformity with the Contract. Please note that consumers have legal rights under the Consumer Rights Act 2015 and other legislation if we have acted contrary to the terms of the Contract. Please visit the Citizens Advice website www.adviceguide.org.uk for more detailed information as to your rights and remedies.

28. Charges and payment

28.1 Our Charges for the Services and/or the Products we supply to you shall be as set out in the Specification Agreement. Unless otherwise specified in the Specification Agreement: (a) in respect of Products, we shall invoice you on or at any time after completion of delivery (or after installation and commissioning where relevant); and (b) in respect of any Services monthly in arrears.

28.2 Unless otherwise specified in the Specification Agreement you shall pay each invoice submitted by us (a) within 30 days of the date of the invoice; and (b) in full and in cleared funds to a bank account nominated in writing by us. If you think an invoice is wrong please contact us promptly to let us know.

28.3 All amounts payable by you under the Contract are exclusive of value added tax (**VAT**) and you shall pay to us such additional amounts in respect of the VAT at the applicable rate at the same time as payment is due for the supply of the Services and/or Products.

29. Limiting our liability to you as regards our Services

29.1 You agree and acknowledge that:

- (a) the provision of the Services is only intended to reduce the risk of loss or damage to property and assets and the risk of injury to persons; and such risks cannot be eliminated by the provision of the Services;

- (b) the Charges are calculated having regard to the value of the Services and not having regard to the value of the Premises or of any assets in or on the Premises;
 - (c) you are best placed to insure the applicable premises and assets having regard to their value and potential risks; and that the potential loss or damage that may be suffered is likely to disproportionately exceed the level of our Charges;
 - (d) we cannot obtain unlimited insurance cover as regards its potential liability under the Contract and that there are some risks in respect of which are either not able to obtain insurance, or unable to insure against on commercially acceptable terms; and
 - (e) you have read and understood this clause 29, and consider the limitations on our liability to be fair and reasonable in the circumstances.
- 29.2 Your Contract is solely with us (Assure Security (WM) Limited) which has sole legal liability for the provision of the Services to you. No representative, director, officer, employee, agent or contractor of Assure Security (WM) Limited will have any personal legal liability to you for any loss or claim. Unless explicitly agreed otherwise in writing by us, we do not owe, nor do we accept, any duty to any person other than you.
- 29.3 The aggregate liability of us (Assure Security (WM) Limited) to you under the Contract for all loss or damage that you may suffer or incur arising from or in connection with the Services shall be limited to the greater of:
(a) 125% of the amount of the Charges paid by you to us under the Contract in respect of the Services; or
(b) £20,000. Our limitation of liability shall apply to all claims whether in contract, tort, under statute or otherwise, and howsoever caused (including but not limited to our breach of contract, negligence or non-performance).
- 29.4 We only supply the Services and/or Products to consumer clients for domestic and private use under the **Part C** conditions. If you use our Services and/or Products for any business purpose then we will have no liability to you, or to the business, as regards as any loss or damage suffered or incurred relating to the business and without limiting the foregoing, we shall no liability as regards loss of profit, loss of business, business interruption, loss of business opportunity.
- 29.5 Nothing in these **Part C** conditions shall exclude or restrict our liability:
(a) for death or personal injury caused by our negligence;
(b) for fraud or fraudulent misrepresentation;
(c) for any other losses which cannot be excluded or limited by applicable law.
- 30. Confidentiality & data protection**
- 30.1 We shall keep your confidential information secret although we may disclose such information: (a) to our personnel and contractors who need to know such information in relation our exercising our rights or carrying out our obligations under the Contract and (b) as may be required by law, a court of competent jurisdiction, any governmental or regulatory authority or as may be required by the police, fire service or any other emergency service. We will use your personal information in accordance with our Privacy Policy. Our Privacy is available at <https://assuresecurityltd.co.uk>
- 31. Other important terms**
- 31.1 You may only transfer your rights and your obligations under the Contract to another person if we agree to this in writing.
- 31.2 This Contract is between you and us. No other person shall have any rights to enforce any of its terms.
- 31.3 We reserve the right to appoint subcontractors as regards our obligations and performance of under the Contract and we shall remain responsible for all acts and omissions of our subcontractors as if they were our own.
- 31.4 If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your acting contrary to the terms of the Contract, that will not mean that you do not have to do those things and it will not prevent us taking steps and legal action against you later.
- 31.5 The Contract shall be governed by English law and you can bring legal proceedings in respect of the Contract in the English courts.
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