
CLAYTON FIRE & SECURITY LTD
STANDARD TERMS AND CONDITIONS FOR GOODS AND SERVICES

Between:

- A) **Clayton Fire & Security Ltd**, a company registered in England under number 06076056, having its registered offices at Bd Business Centre, Blackpole Road, Worcester, WR3 8SQ ("**CFS.Services**"); and
- B) The **Customer**, as defined in clause 2 below.

1. Application of Terms and Conditions

- 1.1 CFS.Services shall supply and the Customer shall purchase the Goods and Services in accordance with the Quotation which shall be subject to these Terms and Conditions; and
- 1.2 The Contract shall be to the exclusion of any other terms and conditions subject to which any such Quotation is accepted or purported to be accepted, or any such order is made or purported to be made, by the Customer.

2. Definitions and Interpretation

- 2.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

"Authorised Representative"	means any director or manager of CFS.Services;
"Business Day"	means any day other than a Saturday, Sunday or bank holiday;
"Commencement Date"	means the commencement date for the Contract as set out in the Quotation or as otherwise subsequently agreed in writing by an Authorised Representative;
"Confidential Information"	means, in relation to either Party, information which is disclosed to that Party by the other Party pursuant to or in connection with this Agreement (whether orally or in writing or any other medium, and whether or not the information is expressly stated to be confidential or marked as such);
"Contract"	means the contract for the purchase and sale of the Goods and/or supply of the Services specified in the Quotation under these Terms and Conditions;
"Contract Price"	means the price stated in the Quotation payable for the Goods and/or Services;
"Customer"	means the person, firm, company or organisation who accepts a Quotation from CFS.Services for the sale of the Goods and supply of the Services, or whose order for the Goods and Services is accepted by CFS.Services;
"Delivery Date"	means the date on which the Goods are to be delivered as stipulated in the Quotation;

“Goods”	means the goods (including any instalment of the goods or any parts for them) which CFS.Services is to supply in accordance with these Terms and Conditions;
“Month”	means a calendar month;
“Quotation”	means the relevant written quotation issued by CFS.Services to the Customer for particular Goods and/or Services, including any documents (such as drawings or plans) attached or referenced therein;
“Services”	means the Services to be provided to the Customer as set out in the Quotation; and

- 2.1 Unless the context otherwise requires, each reference in these Terms and Conditions to:
- a) “writing”, and any cognate expression, includes a reference to any communication effected by electronic or facsimile transmission or similar means;
 - b) a statute or a provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time;
 - c) “these Terms and Conditions” is a reference to these Terms and Conditions and any Schedules as amended or supplemented at the relevant time;
 - d) a Schedule is a schedule to these Terms and Conditions; and
 - e) a Clause or paragraph is a reference to a Clause of these Terms and Conditions (other than the Schedules) or a paragraph of the relevant Schedule.
 - f) a “Party” or the “Parties” refer to the parties to these Terms and Conditions.
- 2.2 The headings used in these Terms and Conditions are for convenience only and shall have no effect upon the interpretation of these Terms and Conditions.
- 2.3 Words imparting the singular number shall include the plural and vice versa.
- 2.4 References to any gender shall include the other gender.

3. Basis of Sale and Service

- 3.1 No representations concerning the Goods or Services by any employee or agent of CFS.Services is authorised or binding upon CFS.Services unless explicitly contained in the Quotation or otherwise confirmed by an Authorised Representative in writing. In entering into the Contract the Customer acknowledges that it does not rely on, and waives any claim for breach of, any such representations which are not so confirmed.
- 3.2 No variation to these Terms and Conditions shall be binding unless agreed in writing between the Authorised Representatives of CFS.Services and the Customer.
- 3.3 Sales literature, price lists and other documents issued by CFS.Services in relation to the Goods and Services are subject to alteration without notice and do not constitute offers to sell the Goods which are capable of acceptance. No contract for the sale of the Goods and Services shall be binding on CFS.Services unless an Authorised Representative CFS.Services has issued a Quotation for the sale of those Goods and Services and the Customer has confirmed acceptance of that Quotation in writing within 30 days of its being issued.
- 3.4 Any typographical, clerical or other accidental errors or omissions in any sales literature,

Quotation, price list, acceptance of offer, invoice or other document or information issued by CFS.Services shall be subject to correction without any liability on the part of CFS.Services

4. The Goods

- 4.1 No order submitted by the Customer shall be deemed to be accepted by CFS.Services unless and until the relevant Quotation is issued by an Authorised Representative of CFS.Services (or an employee of CFS.Services under instruction of an Authorised Representative) and accepted by the Customer.
- 4.2 The specification for the Goods shall be that set out in the final Quotation approved by an Authorised Representative unless varied expressly with the written consent of an Authorised Representative. The Goods will be supplied in the quantities specified in the Quotation.
- 4.3 Illustrations, photographs or descriptions whether in catalogues, brochures, price lists or other documents issued by CFS.Services are intended as a guide only and shall not be binding on CFS.Services unless they are included in the Quotation.
- 4.4 CFS.Services reserves the right to make any changes in the specification of the Goods which are required to conform with any applicable safety or other statutory or regulatory requirements or, where the Goods are to be supplied to the Customer's specification, which do not materially affect their quality or performance.

5. The Services

- 5.1 With effect from the Commencement Date CFS.Services shall, in consideration of the price being paid in accordance with Clauses 6 and 7 will provide the Services expressly identified in the Quotation.
- 5.2 CFS.Services will use reasonable care and skill to perform the Services identified in the Quotation.
- 5.3 CFS.Services shall use its reasonable endeavours to complete its obligations under the Contract, but time will not be of the essence in the performance of such obligations except where explicitly otherwise specified in the Quotation.
- 5.4 Where the Services include ongoing servicing and maintenance or routine inspection of any kind, the relevant provisions of Schedule 1 shall apply.

6. Price

- 6.1 The price of the Goods and Services shall be the price given in CFS.Services' Quotation, except where 30 days has passed since the Quotation was issued, in which case CFS.Services reserves the right to change the price.
- 6.2 Where any Quotation is given based on details provided by the Customer, CFS.Services reserves the right to increase the price by written notice following its initial survey of the Customer's premises to reflect any discrepancies between the information provided by the Customer and the actual state of the premises.
- 6.3 CFS.Services reserves the right, by giving written notice to the Customer at any time, to increase the price of the Goods and/or Services to reflect any increase in the cost to CFS.Services which is due to any factor beyond the control of CFS.Services (including, without limitation, any foreign exchange fluctuation, currency regulation, alteration of duties, significant increase in the costs of labour, materials or other costs of manufacture), any change in delivery dates, quantities or specifications for the Goods and services which are requested by the Customer, or any delay caused by any

instructions of the Customer or failure of the Customer to give CFS.Services adequate information or instructions.

- 6.4 Except as otherwise stated under the terms of the Quotation or in any price list of CFS.Services, and unless otherwise agreed in writing between the Customer and CFS.Services, all prices are exclusive of CFS.Services' charges for packaging and transport, which shall be chargeable to the Customer in addition.
- 6.5 The price is exclusive of any applicable value added tax, excise, sales taxes or levies of a similar nature which are imposed or charged by any competent fiscal authority in respect of the Goods and Services, which the Customer shall be additionally liable to pay to CFS.Services.
- 6.6 Any visit to the Customer's premises requested by the Customer which is not envisioned in the Quotation shall be chargeable to the Customer by CFS.Services at a suitable rate for attendance fees, labour and materials. Where the Customer aborts an agreed visit without giving appropriate advance notice, or fails to grant CFS.Services access upon attendance, suitable charges by CFS.Services shall also be payable by the Customer.
- 6.7 Unless otherwise stated, the Quotation does not include access equipment, which shall be chargeable to the Customer in addition if required.

7. Payment

- 7.1 Subject to any special terms agreed in writing between the Customer and CFS.Services' Authorised Representatives, CFS.Services shall invoice the Customer for the price of the Goods and Services (and any additional incurred costs payable in accordance with the Contract) either:
 - a) on or following the date of the Customer's acceptance of the Quotation; or
 - b) (at CFS.Services' option in the case of Goods and/or Services delivered over a period of more than one calendar month or on an ongoing basis) in interim instalments following the end of each calendar month in which the Goods and/or Services are supplied (or at such other times as may be agreed with the Customer in writing).
- 7.2 The Customer shall pay the amounts invoiced for by CFS.Services (less any discount or credit allowed by CFS.Services' Authorised Representatives, but without any other deduction, credit or set off) strictly within 30 days of the date of CFS.Services' invoice. The time for the payment of the price shall be of the essence of the Contract. Receipts for payment will be issued only upon request.
- 7.3 All payments shall be made to CFS.Services as indicated on the invoices issued by CFS.Services.

8. Delivery and Performance

- 8.1 Delivery of the Goods shall be made by CFS.Services delivering the Goods to the place in the United Kingdom specified in the Quotation or, if no place of delivery is so specified, by the Customer collecting the Goods at CFS.Services' premises at any time after CFS.Services has notified the Customer that the Goods are ready for collection. Delivery shall be at the Customer's own additional expense unless the Quotation specifies that delivery costs are included in the price.
- 8.2 The Delivery Date is approximate only and time for delivery shall not be of the essence unless previously agreed by CFS.Services in writing. The Goods may be delivered by CFS.Services in advance of the Delivery Date upon giving reasonable notice to the Customer.

- 8.3 If the Customer fails to take delivery of the Goods or any part of them on the Delivery Date and/or fails to provide any instructions, documents, licences, consents or authorisations required to enable the Goods to be delivered on that date, CFS.Services shall be entitled upon giving written notice to the Customer to store or arrange for the storage of the Goods and then notwithstanding the provisions of sub-Clause 9.1 risk in the Goods shall pass to the Customer, delivery shall be deemed to have taken place and the Customer shall pay to CFS.Services all costs and expenses including storage and insurance charges arising from such failure.
- 8.4 With effect from the Commencement Date CFS.Services shall, in consideration of the price being paid in accordance with these Terms and Conditions and the Quotation provide the Services expressly identified in the Quotation.

9. Risk and Retention of Title

- 9.1 Risk of damage to or loss of the Goods shall pass to the Customer at:
- a) in the case of Goods to be delivered at CFS.Services' premises, the time when CFS.Services notifies the Customer that the Goods are available for collection;
 - b) in the case of Goods to be delivered otherwise than at CFS.Services' premises, the time of delivery or, if the Customer wrongfully fails to take delivery of the Goods, the time when CFS.Services has tendered delivery of the Goods; or
 - c) in the case of Goods being installed by CFS.Services, the time that CFS.Services notifies the Customer that the installation is complete.
- 9.2 Notwithstanding delivery and the passing of risk in the Goods, or any other provision of these Terms and Conditions, legal and beneficial title to the Goods shall not pass to the Customer until CFS.Services has received in cash or cleared funds payment in full of the price of the Goods.
- 9.3 Until payment has been made to CFS.Services in accordance with these Conditions and title in the Goods has passed to the Customer, the Customer shall be in possession of the Goods as bailee for CFS.Services and the Customer shall store the Goods separately and in an appropriate environment, shall ensure that they are identifiable as being supplied by CFS.Services and shall insure the Goods against all reasonable risks.
- 9.4 The Customer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Goods which remain the property of CFS.Services, but if the Customer does so all money owing by the Customer to CFS.Services shall (without prejudice to any other right or remedy of CFS.Services) forthwith become due and payable.
- 9.5 CFS.Services reserves the right to repossess any Goods in which CFS.Services retains title without notice. The Customer irrevocably authorises CFS.Services to enter the Customer's premises during normal business hours for the purpose of repossessing the Goods in which CFS.Services retains title and inspecting the Goods to ensure compliance with the storage and identification requirements of sub-Clause 9.3.
- 9.6 The Customer's right to possession of the Goods in which CFS.Services maintains legal and beneficial title shall terminate if:
- a) the Customer commits or permits any material breach of his obligations under these Terms and Conditions;
 - b) the Customer enters into a voluntary arrangement under Parts I or VIII of the Insolvency Act 1986, the Insolvent Partnerships Order 1994 (as amended), or any other scheme or arrangement is made with his creditors;

- c) the Customer is or becomes the subject of a bankruptcy order or takes advantage of any other statutory provision for the relief of insolvent debtors;
- d) the Customer convenes any meeting of its creditors, enters into voluntary or compulsory liquidation, has a receiver, manager, administrator or administrative receiver appointed in respect of its assets or undertaking or any part thereof, any documents are filed with the court for the appointment of an administrator in respect of the Customer, notice of intention to appoint an administrator is given by the Customer or any of its directors or by a qualifying floating charge-holder (as defined in paragraph 14 of Schedule B1 of the Insolvency Act 1986), a resolution is passed or petition presented to any court for the winding up of the Customer or for the granting of an administration order in respect of the Customer, or any proceedings are commenced relating to the insolvency or possible insolvency of the Customer.

10. Assignment

- 10.1 CFS.Services may assign the Contract or any part of it to any person, firm or company without the prior consent of the Customer. CFS.Services reserves the right to sub-contract part or all of its provision of the Goods or its carrying out of the Services, but will endeavour to ensure that quality remains consistent.
- 10.2 The Customer shall not be entitled to assign the Contract or any part of it without the prior written consent of CFS.Services.

11. Warranty

- 11.1 CFS.Services warrants that the Goods and/or Services shall be free from defects at the date of delivery (in the case of Goods) or of completion of the Services, and for 12 months thereafter. Without prejudice to the foregoing, CFS.Services specifically excludes any responsibility or liability of any kind for any Goods installed more than 10 years ago (on the basis that even properly-installed and high-quality systems should be replaced by the Customer within such a period to ensure their integrity).
- 11.2 Subject to the limitations of clause 11.4, if on delivery any of the Goods are defective in any material respect and either:
 - (i) the Customer lawfully refuses delivery of the defective Goods;
 - (ii) if they are signed for on delivery as "condition and contents unknown" the Customer gives written notice of such defect to CFS.Services within 5 Business Days of such delivery; or
 - (iii) (in the case of Goods installed by CFS.Services where the defect or was not apparent on reasonable inspection) the Customer determines within 12 months of the installation that the Goods were installed in a defective manner and the Customer gives written notice of such defect to CFS.Services within 5 Business Days of discovery of the defect.

CFS.Services shall at CFS.Services' discretion either:

- a) replace the defective Goods within 30 Business Days of receiving the Customer's notice;
- b) refund to the Customer the price for those Goods (or parts thereof, as appropriate) which are defective; or
- c) (in the case of Goods installed by CFS.Services) repair or re-install the Goods within 30 Business Days of receiving the Customer's notice (subject to the Customer reasonably agreeing to a date for such repair or re-installation during business hours).

but CFS.Services shall have no further liability to the Customer in respect thereof and the Customer may not reject the Goods if delivery is not refused or notice given by the Customer as set out above. The Customer shall not be entitled to make any claim against CFS.Services for any defective Goods or Services unless it has followed the procedures outlined above in this Clause 11.2 within the required timeframe (and, if it does follow such procedures, it shall only be entitled to the remedies specified in this Clause).

- 11.3 No Goods may be returned to CFS.Services without the prior agreement in writing of CFS.Services. Subject thereto any Goods returned which CFS.Services is satisfied were supplied subject to defects of quality or condition which would not be apparent on inspection shall either be replaced free of charge or, at CFS.Services' sole discretion CFS.Services shall refund or credit to the Customer the price of such defective Goods but CFS.Services shall have no further liability to the Customer.
- 11.4 CFS.Services shall be under no liability in respect of any defect arising from fair wear and tear, or any wilful damage, negligence, subjection to normal conditions, failure by the Customer to follow correct maintenance procedures, failure to follow CFS.Services' instructions (whether given orally or in writing), misuse or alteration of the Goods without CFS.Services' prior approval, failure by the Customer to fulfil its obligations and responsibilities under Schedule 1 or Schedule 2, or any other act or omission on the part of the Customer, its employees or agents or any third party.
- 11.5 Goods, other than defective Goods returned under sub-Clauses 11.2 or 11.3, returned by the Customer and accepted by CFS.Services may be credited to the Customer at CFS.Services' sole discretion and without any obligation on the part of CFS.Services.
- 11.6 Subject as expressly provided in these Terms and Conditions, and except where the Goods are sold under a consumer sale, all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.
- 11.7 The Customer shall be responsible for ensuring that, except to the extent that instructions as to the use or sale of the Goods are contained in the packaging or labelling of the Goods, any use or sale of the Goods by the Customer is in compliance with all applicable statutory requirements and that handling and sale of the Goods by the Customer is carried out in accordance with directions given by CFS.Services or any competent governmental or regulatory authority and the Customer will indemnify CFS.Services against any liability loss or damage which CFS.Services might suffer as a result of the Customer's failure to comply with this condition.

12. Customer's Default

- 12.1 If the Customer fails to make any payment on the due date then, without prejudice to any other right or remedy available to CFS.Services, CFS.Services shall be entitled to:
 - a) cancel the order or suspend any further deliveries or provision of Goods and Services to the Customer;
 - b) appropriate any payment made by the Customer to such of the Goods and/or Services (or the goods and/or services supplied under any other contract between the Customer and CFS.Services) as CFS.Services may think fit (notwithstanding any purported appropriation by the Customer);
 - c) charge the Customer interest (both before and after any judgement) on the amount unpaid, at the rate of 8% per annum above the Bank of England base rate from time to time, until payment in full is made (a part of a month being treated as a full month for the purpose of calculating interest); and

d) charge the Customer the full costs of any third party agent engaged by CFS.Services to pursue the outstanding costs.

12.2 This condition applies if:

- a) the Customer fails to perform or observe any of its obligations hereunder or is otherwise in breach of the Contract;
- b) the Customer becomes subject to an administration order or enters into a voluntary arrangement under Parts I or VIII of the Insolvency Act 1986 or the Insolvent Partnerships Order 1994 (as amended or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation;
- c) an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Customer;
- d) the Customer ceases, or threatens to cease, to carry on business; or
- e) CFS.Services reasonably apprehends that any of the events mentioned above is about to occur in relation to the Customer and notifies the Customer accordingly.

12.3 If sub-Clause 12.2 applies then, without prejudice to any other right or remedy available to CFS.Services, CFS.Services shall be entitled to cancel the Contract or suspend any further deliveries under the Contract without any liability to the Customer, and if the Goods have been delivered or any Services carried out but not paid for the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

13. Liability

- 13.1 CFS.Services will not by reason of any representation, implied warranty, condition or other term, or any duty at common law or under express terms of the Contract (or these Terms and Conditions), be liable for any loss of profit or any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by CFS.Services' servants or agents or otherwise) which arise out of or in connection with the supply of the Goods and Services. Except where otherwise specified in the Quotation, no ascertained damages, liquidated damages or retention are assumed by CFS.Services.
- 13.2 All warranties, conditions and other terms implied by statute or common law (save for the conditions implied by section 12 of the Sale of Goods Act 1979) are, to the fullest extent permitted by law, excluded from the Contract. CFS.Services shall not be liable to the Customer (and the Customer waives any entitlement to claim against CFS.Services) for any of the matters disclaimed in Schedule 3.
- 13.3 The Customer shall indemnify CFS.Services against all damages, costs, claims and expenses suffered by CFS.Services, arising from loss or damage to any equipment (including that of third parties) caused by the Customer, its agents or employees, including (without limitation) as a result of the Customer's breach of its Schedule 1 and Schedule 2 obligations.
- 13.4 Where the Customer consists of two or more persons such expression throughout shall mean and include such two or more persons and each or any of them. All obligations on the part of such a Customer shall be joint and several obligations of such persons.
- 13.5 CFS.Services shall not be liable to the Customer or be deemed to be in breach of these terms and conditions by reason of any delay in performing, or any failure to perform, any of CFS.Services' obligations if the delay or failure was due to any cause beyond CFS.Services' reasonable control, or due to the Customer's breach of its Schedule 1

and Schedule 2 obligations.

- 13.6 Nothing in these Terms and Conditions excludes or limits the liability of CFS.Services:
- a) for death or personal injury caused by CFS.Services' negligence;
 - b) for any matter which it would be illegal for CFS.Services to exclude or attempt to exclude its liability; or

for fraud or fraudulent misrepresentation.

- 13.7 Subject to the remaining provisions of this Clause 13:
- a) CFS.Services' total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to the amounts actually paid by the Customer under the Contract from time to time; and
 - b) CFS.Services shall not be liable to the Customer for any pure economic loss, loss of profit, loss of business, depletion of goodwill or otherwise, in each case whether direct, indirect or consequential, or any claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the Contract.

14. Confidentiality

- 14.1 Each Party undertakes that, except as provided by sub-Clause 14.2 or as authorised in writing by the other Party, it shall, at all times during the continuance of the Contract and for 3 years after its termination:

- a) keep confidential all Confidential Information;
- b) not disclose any Confidential Information to any other person;
- c) not use any Confidential Information for any purpose other than as contemplated by and subject to these Terms and Conditions and the Contract;
- d) not make any copies of, record in any way or part with possession of any Confidential Information; and
- e) ensure that none of its directors, officers, employees, agents or advisers does any act which, if done by that Party, would be a breach of the provisions of sub-Clauses 14.1.a to 14.1.d above.

- 14.2 Either Party may:

- a) disclose any Confidential Information to:
 - i) any sub-contractor or supplier of that Party;
 - ii) any governmental or other authority or regulatory body; or
 - iii) any employee or officer of that Party or of any of the aforementioned persons, parties or bodies;

to such extent only as is necessary for the purposes contemplated by these Terms and Conditions and the Contract, or as required by law, and in each case subject to that Party first informing the person, party or body in question that the Confidential Information is confidential and (except where the disclosure is to any such body as is mentioned in sub-Clauses (i) – (iii) above or any employee or officer of any such body) obtaining and submitting to the other Party a written undertaking from the person in question, as nearly as practicable in the terms

of this Clause 14, to keep the Confidential Information confidential and to use it only for the purposes for which the disclosure is made; and

- b) use any Confidential Information for any purpose, or disclose it to any other person, to the extent only that it is at the date of the Contract, or at any time after that date becomes, public knowledge through no fault of that Party, provided that in doing so that Party does not disclose any part of that Confidential Information which is not public knowledge.

14.3 The provisions of this Clause 14 shall continue in force in accordance with their terms, notwithstanding the termination of the Contract for any reason.

15. Termination

- 15.1 Except as permitted under Clause 15.2, no order which has been accepted by CFS.Services may be cancelled by the Customer except with the agreement in writing of CFS.Services on the terms that the Customer shall indemnify CFS.Services in full against all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by CFS.Services as a result of such cancellation.
- 15.2 Where the Contract is on a rolling ongoing basis, the Customer may terminate the Contract at any time after the expiry of the original term specified in the Quotation by giving 30 days' written notice.
- 15.3 CFS.Services may by giving 7 days' written notice terminate the Contract, withhold delivery of any Goods and/or cease to provide any of its Services (whether temporarily or permanently at CFS.Services' absolute discretion) if any invoice is outstanding beyond its term or in the event that the Customer is in breach of any term of the Contract. CFS.Services' rights under this Clause 15.3 are without prejudice to CFS.Services' right to payments due from the Customer, and CFS.Services' right to charge interest on outstanding payments in accordance with Clause 12.1(c).
- 15.4 Upon termination of the Contract for any reason (whether or not in accordance with the requirements of this Clause 15) the Customer shall remain liable to CFS.Services for payment of any outstanding invoices, and for the price of any Goods or Services provided prior to the effective date of termination (which CFS.Services shall be entitled to invoice for). The Customer shall also be required to promptly grant CFS.Services access to the Customer's premises to enable CFS.Services to retake possession of all certificates of compliance, any records held on Customer premises for engineering purposes, and any signaling equipment or modems, which shall at all times remain property of CFS.Services.
- 15.5 Except for Clause 5 and Clause 8 (which shall each cease to apply upon termination), and Clause 14 (which shall remain in force for 3 years following termination) the provisions of these Terms and Conditions shall survive termination indefinitely.
- 15.6 Any RedCARE Services carried out under the Contract are non-transferrable and will be cancelled upon termination.

16. Communications

- 16.1 All notices under these Terms and Conditions and under the Contract shall be in writing and be deemed duly given if signed by, or on behalf of, a duly authorised officer of the Party giving the notice (being an Authorised Representative in the case of CFS.Services, though other personnel of CFS.Services may validly give notice solely

with respect to enforcing CFS.Services' rights under the Contract).

16.2 Notices shall be deemed to have been duly given:

- a) when delivered, if delivered by courier or other messenger (including registered mail) during the normal business hours of the recipient; or
- b) when sent, if transmitted by facsimile or e-mail and a successful transmission report or return receipt is generated; or
- c) on the fifth business day following mailing, if mailed by national ordinary mail, postage prepaid; or
- d) on the tenth business day following mailing, if mailed by airmail, postage prepaid.

16.3 All notices under this Agreement shall be addressed to the most recent address, e-mail address, or facsimile number notified to the other Party.

17. Force Majeure

Neither Party shall be liable for any failure or delay in performing their obligations where such failure or delay results from any cause that is beyond the reasonable control of that Party. Such causes include, but are not limited to: power failure, Internet Service Provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of the Party in question.

18. Waiver

The Parties agree that no failure by either Party to enforce the performance of any provision in these Terms and Conditions or under the Contract shall constitute a waiver of the right to subsequently enforce that provision or any other provision. Such failure shall not be deemed to be a waiver of any preceding or subsequent breach and shall not constitute a continuing waiver.

19. Severance

The Parties agree that, in the event that one or more of the provisions of these Terms and Conditions or the Contract are found to be unlawful, invalid or otherwise unenforceable, that / those provisions shall be deemed severed from the remainder of these Terms and Conditions (and, by extension, the Contract). The remainder of these and the Contract shall be valid and enforceable.

20. Third Party Rights

A person who is not a party to the Contract shall have no rights under the Contract pursuant to the Contracts (Rights of Third Parties) Act 1999.

21. Law and Jurisdiction

21.1 These Terms and Conditions and the Contract (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the laws of England and Wales.

21.2 Any dispute, controversy, proceedings or claim between the Parties relating to these Terms and Conditions or to the Contract (including any non-contractual matters and obligations arising therefrom or associated therewith) shall fall within the jurisdiction of the courts of England and Wales.

SCHEDULE 1

GENERAL SERVICING AND MAINTENANCE TERMS

1. Where the Services specified in the Quotation include any element of ongoing service, maintenance or routine inspection, these shall only apply with respect to the specific equipment installed by CFS.Services at the location specified in the Quotation, and do not extend to any other equipment connected to, or connected with, the operation of the system.
2. Where there is any previous formal agreement in place between CFS.Services and the Customer with respect to any servicing, maintenance or routine inspection (a "Previous Agreement"), this Contract shall not (unless otherwise specified in the Quotation) affect or replace that Previous Agreement, which shall remain in force with respect to its subject matter until it expires or is terminated.
3. Where a Previous Agreement is in force during the period covered by this Contract, or where no Previous Agreement applies, the Customer agrees that these Terms and Conditions shall apply consecutively and successively from the date the Previous Agreement is terminated or expires, or from the start of the period covered by this Contract (whichever is the latter) until the end of the period covered by this Contract.

ROUTINE INSPECTIONS

4. Where specified in the Quotation, CFS.Services will carry out routine inspections of Customer systems installed by CFS.Services at such intervals as are specified in the Quotation. Routine inspections shall constitute Services for the purpose of these Terms and Conditions.
 5. Routine inspections will be carried out in accordance with the current relevant British or European Standard.
 6. Routine inspections will be carried out during normal working hours and to a schedule based on postcode regions as determined by CFS.Services. Details of times and schedules are available to the Customer on request but are subject to subsequent alteration by CFS.Services without notification.
 7. The routine inspection will be carried out with the Customer's prior agreement and appointment and CFS.Services will contact the Customer via email or telephone giving reasonable notice and suggesting a date and time window.
 8. If the proposed appointment is inconvenient or circumstances prevent the Customer from keeping this appointment, the Customer may alter the date and/ or time up to two working days prior to the appointment date.
 9. In the unlikely event CFS.Services has to alter the date or time window of an appointment made to carry out a routine inspection, CFS.Services reserves the right to do so at any time but will contact the Customer (by telephone in the first instance, or by any other means available).
 10. If CFS.Services attends on the agreed date, and during the time window of the suggested or agreed appointment, and the Customer (or an authorized Customer representative) is not present to allow access, CFS.Services will give notification of attendance and a reasonable aborted visit charge will be invoiced which will be in proportionate to the Customer's agreed maintenance costs.
 11. CFS.Services will require uninterrupted access, or access within a reasonable timescale upon request, to all areas of the Customer property where the relevant equipment is installed and all areas afforded protection by its installation; and the Customer agrees to provide or bear the cost of hiring any specialist access equipment, specialist ladders or scaffolding required to complete the routine inspection or any other servicing or repairs.
 12. If the Customer provides CFS.Services access but due to CFS.Services' operational circumstances
- QMD005/1.0
- Uncontrolled when printed

CFS.Services is unable to complete the inspection, servicing or remedial work, CFS.Services will arrange to complete that work without additional charge.

13. Elements of servicing and maintenance that are included within the scope of the routine inspection and that incur no additional cost to the Customer will be carried out by CFS.Services without prior authorization.
14. Works not included within the scope of the routine inspection or that incur additional charge will only be carried out with the Customer's authorization or the authorization of the person the Customer has appointed to allow access.
15. Where the facilities exist, by accepting this agreement the Customer authorizes CFS.Services to access the programming of the Customer's CFS.Services-installed systems remotely by secure internet, telephone or wireless connection to test, inspect or carry on-line maintenance.
16. Where CFS.Services is required to carry out more than one inspection per year, subject to compliance with the relevant standard, CFS.Services may not inspect and test every component part on each visit.
17. At the conclusion of the term of this agreement the Customer will receive an invoice for the next period of cover. If the Customer does not agree to enter into the next period of cover and does not pay the associated invoice but invites CFS.Services to attend site to carry out any work on site or attend any emergency call outs, at the end of the current period of cover, the Customer will be charged at the prevailing non-contract rates as determined by CFS.Services.

SCHEDULE 2

CUSTOMER RESPONSIBILITIES

1. The Customer agrees not to allow any person other than one of CFS.Services' representatives to test, repair, adjust, connect to or alter any part of the systems installed by CFS.Services at any time during the period of cover.
2. The Customer has an obligation to inform CFS.Services of any materials, working conditions, operations or processes on the Customer's premises that may be hazardous, and CFS.Services reserves the right to withdraw employees from the Customer's premises if any significant hazard becomes apparent, and to make additional charges to reattend when the hazard has been cleared.
3. The Customer accepts overall responsibility for the integrity of the system insofar as CFS.Services cannot reasonably be accountable for the Customer's actions or those of the Customer's agents, or the Customer's distribution of keys and/or passwords and codes and therefore the potential for someone to identify themselves using correct codes & passwords; and the Customer indemnifies CFS.Services against any loss, damage or injury following a breach of the Customer's own security or safety protocol.
4. The Customer acknowledges and accepts that there is no guarantee the system cannot be circumvented or compromised; or that structural alterations, or the placement of any stock, fixings or furniture that detracts from the field of detection or view of a device may provide a path that may result in undetected illegal entry, and the Customer indemnifies CFS.Services against liability for any loss, damage or injury to persons following the non-operation of the system.
5. CFS.Services has no special knowledge of the value or nature of the contents of the Customer's premises or the nature of the risks that the Customer's premises, contents or occupants may be exposed to. The system is not a replacement for insurance and may, at best only reduce any risk,

loss, damage or injury to persons on the premises to the extent this is reasonably practicable.

6. The Customer shall arrange a suitable policy of insurance to cover replacement of the Goods and/or Services which is acceptable to CFS.Services, which shall take effect from the date of delivery or the commencement of the installation of the Goods, or performance of the Services.

The Customer shall be required to provide CFS.Services with appropriate documentary evidence of the insurance policy referred to above upon the reasonable request of CFS.Services.

7. The Customer agrees to take all reasonable steps to ensure any alarm system provided or installed by CFS.Services causes no distress or nuisance to any third parties, and the Customer indemnifies CFS.Services against claims made by police, local or other authorities, or in any civil action.
8. If the system is a CCTV system, the Customer agrees to register and conform in all aspects to any requirements under the UKGDPR and all other applicable data protection laws and regulations.

SCHEDULE 3

DISCLAIMED MATTERS

1. CFS.Services does not accept liability for any loss in trading or profits, internal expenses or consequential loss incurred by the Customer following any unlawful act of entry or otherwise of any person or persons in or on the Customer's premises.
2. Any claim for liability for direct physical damage to the Customer's premises or their contents by CFS.Services will only be valid if reported within 30 days of the alleged act, omission or occurrence.
3. CFS.Services shall not be required to perform any remote transmission or monitoring services or to make any repayment to the Customer if any third party should withdraw or delay the provision of its services or if the alarm receiving centre is not able to continue to provide signalling services.
4. The alarm receiving centre may interpret any appropriate signal received from the Customer's system as an indication of a genuine incident taking place and, regardless of any other indications that may be received to support or counter the signal received, notify the police or fire authority accordingly.
5. In the event of the police or fire authority withdrawing attendance, for whatever reason, CFS.Services does not accept liability for the cost of alterations and/or additions to the system required to restore attendance.
6. Nothing in this Schedule 3 or in any other part of the Contract shall affect the Customer's statutory consumer rights if the Customer enters the Contract as a consumer.