

## EPG SECURITY SYSTEMS LTD

### Terms and Conditions

The issuance of an order by You for the equipment and/or services specified in the attached proposal constitutes an order for such equipment and/or services on the terms and conditions set forth in the proposal, including these terms and conditions. No other terms and conditions of sale or purchase shall apply to the transactions described in the attached proposal unless agreed in a written instrument signed by an authorised officer of EPG Security Systems Ltd. In particular, but without limiting the generality of the foregoing, no other terms and conditions included in any purchase order or other ordering document issued by You or your agents shall apply to the sale of goods and services set forth in the attached proposal.

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

**Alarm Receiving Centre** –3<sup>rd</sup> party company which signals are transmitted too from the System and are monitored.

**CCTV** –Closed circuit television.

**Charges** –The charges for the System and the Services, together with all other costs outlined in the Proposal and these terms and conditions.

**Emergency Response** –The procedures the police or another authority carry out when the Alarm Receiving Centre tells them that a signal has been received from the System.

**Extra Charges** –The Extra Charges referred to in conditions 8.4 to 8.8 below.

**Fixed Period** –5 years from the start date unless otherwise specified in the attached proposal.

**Guarantee** –The one-year Guarantee explained in condition 5 below.

**Keyholder** –A person or third party you have chosen to hold the keys to your Premises and to go to your Premises if we tell them that the Alarm Receiving Centre has received a signal from the System.

**Normal Working Hours** –8.30 am to 5 pm, Mondays to Fridays, except public holidays.

**Our Equipment** –Signalling device

**Premises** –Your Premises where the System is installed.

**Redcare** –A service of monitoring telephone lines provided by British Telecommunications Plc. It is designed to detect line faults, line cuts or tampering with telephone lines.

**Routine inspection visits and remote maintenance** –The visits which we make to your Premises to inspect part of the System in each 12 month period from the start date. We will decide on the timing of such visits. Also Certain Intruder Systems conforming to EN 50131 may be remotely maintained and inspected.

**Services** –The Services described in the Proposal to which these terms and conditions apply.

**Specification** –The document setting out details of the System. This will include any amendments and instructions we issue to you from time to time.

**Start Date** –For new systems, this is the date we finish installing the System. For systems which have previously been installed at your Premises, this is the date we recommission the System.

**System** –All equipment (and any part of it), other than Our Equipment, which we install at any time including wiring (but see conditions 1.2(e), 6.6(e)(iii) and 8.5(j)), and anything we install when we carry out repairs.

**We, our, us** –EPG Security Systems Ltd.

**You** –You the customer to whom the attached proposal is made.

If the System is not monitored by a 3<sup>rd</sup> party Alarm Receiving Centre, the text below in *italics and underlined* will not apply.

### 1. What we do

1.1 For new systems, we agree to sell the System to you and to install it.

1.2 For systems which have previously been installed at your Premises:

(a) unless you tell us otherwise, we assume that the System, and the wiring and cabling associated with it, already comply with the relevant standards and are in full working order.

(b) Assume you have all access codes/passwords allow us to carry out a full , if this is not the case additional charges may apply.

(c) if you wish us to carry out an initial test of the System, we will give you a separate quotation detailing our charges and the work needed to repair, reinstate or reconnect any parts of the System which are not in full working order.

(d) if an initial test is not carried out:-

- we cannot confirm that all parts of the System are in full working order; and
- we reserve the right to carry out a full test of the System at any time and to give you a quotation as referred to in condition 1.2(c) above.

(d) we are only required to inspect part of a System during each routine inspection visit: as a result, all parts of a System (Fire/Intruder/CCTV/Access Control) may not be inspected until 12 months have elapsed from the start date.

(e) we will not be able to confirm that cables and wiring which have been installed within the fabric of the Premises, or buried underground, conform to the relevant standards.

1.3 We will carry out the Routine inspection visits to the System during Normal Working Hours. Our Routine inspections and maintenance may be performed remotely if specified in the attached proposal.

1.4 We will repair the System during Normal Working Hours when you ask us to do so. We will not charge you for the repair if it is covered by our Guarantee in condition 5 or if it is covered by the service level you have chosen. You must pay for all other work and visits – see conditions 8 and 9.

1.5 If you ask us to do so, we will visit your Premises outside Normal Working Hours. There will be an extra charge for this, unless this is covered by the service level you have chosen.

1.6 *After the start date, there may be a delay while:*

(a) *the telecommunication links between the Premises and the Alarm Receiving Centre are set up and activated; and*

(b) *the registration period set by the police or another authority is completed to their satisfaction.*

*During this period, the ability for the 3<sup>rd</sup> party Alarm Receiving Centre to respond to signals received from the System at the Alarm Receiving Centre will be limited.*

1.7 After the period referred to in condition 1.6, the 3<sup>rd</sup> party Alarm Receiving Centre will monitor the signals received from the System at their Alarm Receiving Centre.

1.8 If you do not have and keep the approval of the fire service, police or other authorities under condition 2.1, the 3<sup>rd</sup> party Alarm Receiving Centre will only provide the part of the Services which does not need this approval.

#### 1. What you must do

2.1 You may need the approval or permission from the fire service, police or another authority to allow us to provide the Services. You must also:

- (a) make any necessary agreement with these authorities;
- (b) provide any information they need;
- (c) pay for the relevant approval or permission;
- (d) meet the requirements of any of these authorities at all times to maintain their approval;
- (e) tell them if any information you have given them changes; and
- (f) if any approval is amended or ends, you must write to us as soon as you find out.

2.2 You must also do the following:

- (a) Give us access to your Premises so that we may provide the Services for the System and to allow us to remove Our Equipment after this agreement has ended. You shall move any materials, ceiling tiles and other objects obstructing access to the System or any part of it. You must also supply a reasonable level of lighting and scaffolding, hoists or other suitable lifting equipment if required.
- (b) Use your best efforts to make sure that your Premises and any equipment you provide are safe and without risk for our employees and agents to do what we must do under this agreement. When you place your order, you must also tell us the location of any concealed pipes and wires which may affect the System and the Services and about any known risks and any hazardous materials at your Premises.
- (c) Provide and maintain a dedicated 240 volt AC un switched power supply to each part of the System and sound electrical earthing connection where it is required for us to carry out the Services. The power supply must be installed by an approved electrician to the relevant regulations and must be safe.
- (d) Provide information about you, your Premises, *your Keyholders* and any other relevant information so we can provide the Services. You must write to us to tell us of any changes to this information.
- (e) *Notify your Keyholders that the 3<sup>rd</sup> party alarm receiving centre will contact them and may need to write to them.*
- (f) Operate the System according to the requirements of the Specification and any instructions and user's handbooks we issue to you from time to time.
- (g) Be responsible for and compensate us against all liabilities, claims, losses or expenses we suffer if caused:
  - because you or others have damaged or not used the System according to the

Specification or operating instructions;

- as a result of the connection of the System to any equipment or device not supplied by us; or
- as a result of the events referred to in condition 6.6(c).

Paragraph (g) above does not affect our liability under condition 6.

(h) Tell us at once:

- of any defect or fault in the System;
- if anyone tampers with the System;
- if any part of the System is damaged or stolen; or
- if the System has been subjected to any unusual operating or environmental conditions.

(i) Pay your telephone, electricity and other utility bills which the System requires so that the Services are not affected.

(j) Complete the log book which we supply, giving details of every activation or event affecting the System, including false alarms.

(k) Notify us in writing if you wish to keep any parts of the System which we replace: otherwise, we will immediately dispose of all replaced parts.

(l) Keep any CCTV lenses and monitor screens clean and free from dust and grime to enable them to work satisfactorily.

#### 1. What you must not do

3.1 You must not move or interfere with or attempt to repair the System or allow others to do so.

3.2 You must not part with possession of Our Equipment or do anything which may affect our ownership of Our Equipment.

3.3 You must not transfer or assign any of your rights or obligations under this agreement.

#### 1. The purpose of the System

4.1 The System is designed to reduce the risks of loss or damage to your Premises so far as this can be done by the use of this type of equipment. However we do not Guarantee that the System cannot be removed, tampered with or made to stop working by you or by any unauthorised person. If this happens, we are not responsible for any losses you may suffer directly or indirectly.

4.2 We do not Guarantee to you that:

- (a) particular losses or injuries will be prevented by using the System; or
- (b) that the System will work continuously and without errors, in particular where interruptions or errors are due to something beyond our reasonable control.

4.3 Products we use are designed and manufactured to high standards. However, even the products, like all mechanical and electronic devices, can develop faults.

4.4 The company is not an insurer and will accept no liability for loss or damage arising from failure or mis-operation of the system or any component therein.

#### 1. One year Guarantee

5.1 We Guarantee that we will repair faults and replace parts in the System free of charge within 12 months from the start date. Unless we have installed the System, you are responsible for the cost of the transportation of the System, or any part of it, from and to the Premises. This Guarantee does not apply to the matters stated in conditions 5.2 and 5.3.

5.2 The Guarantee in condition 5.1 does not apply to equipment previously installed at your Premises.

5.3 The Guarantee does not apply to faults caused by the following:

(a) Incorrect adjustment or positioning by you or others of CCTV cameras, monitor and video settings, computer screens, keyboards or micro-processors.

(b) Consumable items of all kinds failing. Consumable are items with a finite life such as batteries, halogen and other lamps or bulbs, communication chips, video recording heads, CCTV camera tubes, monitor tubes, electronic article surveillance pins, labels or any item that can be used once only.

(c) Work carried out by police, fire or other authorities, or by any telecommunication agency or other party.

(d) The circumstances referred to in conditions 8.5 to 8.8.

#### 1. Our liability to you

6.1 The provisions of this clause set out the Company's entire liability (including any liability for the acts and omissions of its employees/sub contractors/suppliers) to the Customer in respect of any breach of its contractual obligations arising under the Agreement and any representation, statement or tortious act or omission. (including but without limit to negligence or breach of statutory duty) arising under or in connection with the Agreement and the Customer's attention is in particular drawn to the provisions of this clause.

6.2 We will try our best to supply and install the System within a reasonable time: we accept no responsibility for delays in supply or installation.

6.3 *During the period referred to in condition 1.6, we are not responsible for any part of the Services which we are not able to provide i.e Monitoring services*

6.4 We accept that we must make sure that the System is of satisfactory quality, that it is suitable for the purpose in condition 4 and that the System will meet with the description provided before it was installed. We confirm that we are entitled to sell the System to you.

6.5 In view of the limitations of the System and the Service and the provisions of this clause, the Customer will arrange separate insurance cover

6.6 Any act or omission on the part of the Company or its employees, agents or sub-contractors falling within clause 6.1 shall be known as an 'Event of Default'.

6.7 Subject to clauses 6.8 and 6.9 the Company will not be liable for any loss, damage or injury sustained by the Customer or his property unless directly caused by the negligence of the Company or its employees.

6.8 Subject to the provisions of clause 6.9 the entire aggregate liability of the Company its employees agents and subcontractors in respect of any Event of Default shall be limited to a maximum sum equivalent to the prevailing annual monitoring/maintenance charge relating to the Site where the Event of Default occurred (as at the date of the Event of Default, if known, otherwise, as at the date of notification of the claim to the Company). There will be no liability on behalf of the Company if the relevant invoice from the Company has not been paid by the Customer, in full, prior to the Event of Default.

6.9 The Company does not restrict its liability in respect of death or personal injury resulting from its own or that of its employees agents or subcontractors negligence or any damage suffered by the Customer where it would be unlawful to do so, other than by reference to the level of public liability insurance held by the Company with a maximum liability in respect of death and personal injury of £5,000,000.

6.10 Subject to clause 6.9 the Company shall not be liable to the Customer in respect of any Event of Default for loss of profits, goodwill or any type of special indirect or consequential loss (including loss or damage suffered by the Customer as a result of action brought by a 3<sup>rd</sup> party) even if such loss was reasonably foreseeable or the Company had been advised of the possibility of the Customer incurring the same.

6.11 If a number of Events of Default give rise substantially to the same loss then they shall be regarded as giving rise to only one claim under this Agreement.

6.12 The Customer shall afford the Company (if it shall so request) a reasonable time in which to remedy any Event of Default.

6.13 Without prejudice to the generality of the foregoing the Company shall not be liable for:

1. *any failure of the System to transmit data from the site;*

2. *any failure in the telecommunications network, telephone lines, power supplies, utilities or other services provided by a service provider or utility or any other condition beyond the Company's control that prevents the System from in any way performing or the Company from being able to perform part or all of the Service and / or secure attendance of a Keyholder or the Emergency Services to the site;*

3. *any breach of the Agreement due to any cause beyond the Company's reasonable control including but not limited to Acts of God, war, military actions, sabotage, terrorist actions, riots, civil disobedience, strikes, industrial action, civil disaster floods, lightning, fire and acts or omissions of any party for which the Company is not responsible;*

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

5. *any loss, damage, costs, expenses or any other claims for compensation arising from incomplete, inaccurate or corrupted data transmissions being received by the Company;*

6.14 The Customer acknowledges that:

1. the Company has no special knowledge of the nature and value of the contents of the Site or of the nature of the risks to which the Site and its contents will be exposed;

2. the System and the Service are only an aid to security and fire safety and are designed to reduce the risk of loss or damage to the Site, its contents and occupants but does

not guarantee to eliminate any part of such risk. The Company does not warrant or guarantee that the System or the Service will prevent, deter or restrict fire or trespass on the site or damage or criminal actions against the Site, its contents or occupants. The Company does not warrant or represent that the System or the Service is incapable of being compromised, neutralized bypassed or otherwise rendered inoperative by the Customer, trespassers, intruders or other unauthorized persons. In such event the Company shall not be liable for direct or indirect loss or damage suffered by the Customer, occupants, intruders or other unauthorised persons and the Customer acknowledges and agreed to the limitations of the Company's liability in relation to this Clause 6 of the Agreement;

3. the effectiveness of the System and / or Service is limited to the configuration of the System on the Site. As such the System may suffer from 'blind spots' which can result in fire and intrusions not being detected by the System. Furthermore, changes in atmospheric conditions can result in changes in the effective operating range of detection devices, creating transient 'blind spots'. In the Event of Default occurring as a result of such a compromise of the System, the Company cannot be held liable for any losses incurred by the Customer or any third party;

4. the provision of the Service will not guarantee that the System will operate without interruption or error.

5. *EPG Security Systems Ltd 3<sup>rd</sup> party Alarm Receiving centre can only act on the information presented to it at the time of the event. If the activation is deemed a false alarm by the sub contracted 3<sup>rd</sup> party Alarm Receiving Centre then they are not required to take any further action.*

6. *the activation of a detection device does not necessarily mean that the cause of the activation can be seen through remotely monitored CCTV systems. Low lighting and shadow, particularly during the hours of darkness can result in the 3<sup>rd</sup> Party Alarm Receiving Centre inability to detect activities occurring on the Site following activations. In the Event of Default occurring as a result of such a compromise of the System, EPG Security Systems Ltd cannot be held liable for any losses incurred by the Customer or any third party.*

6.15 The Customer agrees to immediately advise EPG Security Systems Ltd by telephone and also in writing within 48 hours, to be delivered to EPG Security Systems Ltd by registered mail, details of any incident or complaint regarding the System or the Service to enable us to investigate the incident or complaint. In the event of the Customer making a claim against EPG Security Systems Ltd for loss or damage, the claim must be made within 21 days of the occurrence specifying in detail the quantum and the basis of the claim. EPG Security Systems Ltd shall have no liability for any claim made outside this period. The Customer shall provide the us or our Company's authorised representatives, unobstructed access to the Site to investigate the circumstances surrounding the Event of Default for as long as the Company deems necessary to enable EPG Security Systems Ltd to conclude its investigations into the Event of Default.

6.16 We are not responsible for the following:

(a) *Any Monitoring Is the Provision of a 3<sup>rd</sup> party Alarm Receiving Centre, therefore, EPG cannot be held responsible for any failures or negligence by the 3<sup>rd</sup> party Alarm Receiving Centre.*

(b) Losses in relation to systems installed at your Premises prior to the date of this agreement arising

1. before the completion of our first routine inspection visit to the Premises; or

2. during the first 12 months from the start date as a result of that part of a fire System which has not yet been inspected – see condition 1.2(d).

(c) Loss due to the acts or neglect of any other person including you, *the provider of the telephone line, redcare or other type of communication technology*, a police, fire or other authority or individual. None of these is our agent for any purpose.

(d) Delays, interruptions or suspensions in providing the Services, which are due to any other person (including you), thing or event which we could not reasonably be expected to prevent.

(e) Loss due to the fact that equipment or cabling not supplied by us is connected to or installed near to the System.

(f) Losses resulting from:

(i) *the police, fire or other authority failing to act in accordance with Emergency Response;*

(ii) *a signal transmitted to the Alarm Receiving Centre not being received for reasons beyond our control;*

(iii) the failure of any cables or wiring installed within the fabric of the Premises or buried underground;

(iv) the activation of a circuit breaker which affects the power supply to any part of the System; or

(v) any other cause beyond our reasonable control and not caused by our lack of reasonable care.

(g) Losses due to you failing to follow our recommendations in condition 7, or given at any time for additions, repairs or any work required to the System.

(h) Losses outside the purpose of the System in condition 4.

(i) Where equipment is damaged or lost in transit, unless you notify us in writing within 10 days from the date of despatch of the equipment to the Premises.

(j) Damage unavoidably caused to decorations, fittings and the like at the Premises as a result of the installation of the System or our providing the Services.

(k) Lost caused by negligence of any sub contractor of trades/services EPG Security Systems Ltd cannot directly provide but only broker.

6.7 Our responsibility stops if the agreement is brought to an end or the Services are suspended under condition 10. We are not responsible if we choose to leave Our Equipment at your Premises after this agreement has ended.

#### 1. **Our recommendations to you**

7.1 Because of the purpose of the System in condition 4, the limits of the Guarantee in condition 5, and the limits of our responsibility to you in condition 6, we strongly recommend that you should take out separate insurance to cover your Premises and the persons at and the contents of your Premises.

7.2 *We recommend that you only use a dedicated telephone line or broad band line for the System and that you use an enhanced signalling System which is designed to detect line faults, line cuts or tampering with a telephone line.*

7.3 Where we have to remove detectors from the Premises for cleaning purposes, we recommend that you keep a stock of detectors at the Premises to enable the System to function without interruption.

7.4 We recommend that you insure the System from the time it is delivered to your Premises.

#### 1. What it will cost you

8.1 You are responsible for the Charges. The Charges exclude VAT, which is payable by you at the rates current from time to time.

8.2 After the first year from the start date and in the years following, we can increase the yearly service charge to cover an increase in the cost of providing the Services. We will tell you in writing of the increased amount which will take effect from the anniversary of the start date.

8.3 *The telecommunication ] charge may be changed to cover any increased cost to us of providing or changing the telecommunications Services relating to the monitoring of the System. The telecommunication charge may also be changed to cover any increased cost imposed by the police, fire or other authority or by a telecommunications agency or any other organisation.*

8.4 You are also responsible for the following Extra Charges:

(a) *Installation and rental charges for connection facilities including annual increase between us and the 3<sup>rd</sup> party Alarm Receiving Centre*

(b) Taxes, fees, charges or false alarm assessments set by the police, fire or other authority due to the installation or operation of the System.

(c) Any Extra Charges or charges for work done by police, fire or other authorities, or by any telecommunications agency or other party.

8.5 You must also pay us Extra Charges at our rates for labour and materials current at the time where the following apply:

(a) Faults are caused by you or any other person, thing or event which we could not reasonably be expected to prevent.

(b) The Specification or service level says that there will be a charge.

(c) You have asked us to visit your Premises outside Normal Working Hours, unless this is covered by the service level you have chosen.

(d) You ask us to change the System or we need to change it because of changes in your Premises.

(e) You break one of the conditions of this agreement.

(f) You ask for help from us under the Guarantee in condition 5 but the Guarantee does not apply.

(g) Any replacements, repairs or modifications to the System are needed but are not covered by the Guarantee or by the Services or are needed as a result of a change in a relevant standard or regulation governing the System.

(h) You ask us not to carry out tests on any part of the System which involves us in additional work.

(i) The storage vessels which form part of the extinguishing part of the System need testing, handling, transportation, recharging and reinstalling.

(j) The external wiring on the outside of the Premises, or any wiring installed within the fabric of the Premises or buried underground prior to the start date, need inspecting, repairing or replacing.

(k) The System needs inspecting, resetting, reprogramming, repairing or replacing in circumstances where:

1. you, *your Keyholder* or someone else has failed to follow operating instructions, has not locked, closed or secured a window, door or other protected point, has not used or adjusted the CCTV, other equipment or components properly or has interfered with the System;

2. you, or equipment or devices which we have not supplied have caused a false alarm or a failure of the System;

3. your actions or failures, or those of anyone else other than us mean we need to inspect or make repairs or replace any part of the System;

4. rodents, other animals or insects cause damage to or activation of the System;

5. there is a problem on the telephone line or connection;

6. there have been fluctuations or failure in the mains electricity supply or where there has been a corruption or failure of the transmission network;

7. the activation of a circuit breaker affects the power supply to any part of the System;

8. any computer, IT network, lighting System or other infrastructure or facility provided by you or others which is connected to the System fails or is corrupted;

9. you install software upgrades or any other software on any computers and/or networks connected to the System;

10. adverse weather conditions or adverse industrial atmosphere cause damage to or activation of the System;

11. a full insulation or continuity test of wiring is required; or

12. extinguishing liquids or gas or propellant cartridges are discharged for whatever reason.

8.6 Unless we agree to do so, the charges do not include any work involving carpet laying, concealing cables, redecorating, plastering, building or carpentry work.

8.7 There will be an additional charge if:

1. you do not provide full access to the areas where our engineers carry out the Services; or

2. you fail to supply a reasonable level of lighting or scaffolding, hoists or other suitable lifting material (as referred to in condition 2.2(a)), as a result of which we incur extra time or expense.

8.8 Whilst we will make every reasonable effort to work with you or others, any interruptions or delays caused by you, your staff, customers or others may result in additional charges.

8.9 If this agreement is brought to an end under condition 10, the following will apply:

(a) You will owe us the Charges and any other money due to us but not paid at the end of the agreement;

(b) Unless the agreement is brought to an end under condition 10.1 or 10.3, you will also owe us, as a reasonable estimate of our loss, an amount equal to the yearly service charge which would be due until the earliest date when the agreement could have ended on you giving notice, less an allowance of 20%. This allowance is because we do not have *to monitor* and inspect the System and because we are being paid earlier than expected;

(c) *You will owe any further telecommunications charges charged to us in relation to the System and/or the monitoring of it where we are unable to obtain a refund;*

(d) If you have already paid us more than the amounts due under (a), (b) and (c) we will refund any overpayment;

(e) We may also take further action against you if you have broken this agreement.

8.10 In the event that the installation of the System will not be completed within a three month period from the date of this agreement due to delays not caused by us or our suppliers, subcontractors or agents, we may increase the Charges where our material and labour costs increase after the date the tender was agreed or the proposal to which these terms and conditions apply was accepted for performance by You. The increase will be calculated using a formula or indices appropriate to the security industry.

8.11 Where the installation of the System continues for more than one month, we reserve the right to submit progress or interim requests for payment of the installation charges for the System based on the amount of work completed and / or the amount of equipment delivered to the Premises.

8.12 If we hold materials for you in our bonded stores, we reserve the right to invoice you for the full amount of those materials prior to installation at, or supply to the Premises.

8.13 Where our Specification and Charges are prepared to comply with a tender or Specification prepared by you or by a third party, or to comply with a relevant standard, our Specification and Charges will have been prepared in good faith, relying on our interpretation of the tender, Specification or standard. If you seek to impose a different interpretation, which affects our Specification, we reserve the right to increase our Charges.

## 1. Payment

9.1 You must pay the Charges on or before the start date.

9.2 You must pay the yearly service *and telecommunication and/or the maintenance and/or monitoring* charges quarterly or annually in advance by cheque or direct debit.

9.3 You must pay the Extra Charges under conditions 8.4 to 8.8 within 14 days of the date of our invoice or our request for payment.

9.4 You must pay all other amounts within 30 days of the date of our invoice or our request for payment.

9.5 We expect you to pay promptly. If payment is overdue, we will charge you interest, from the date of our invoice or when we ask for payment until the date you pay, at 4% over the base rate of Barclays Bank Plc.

9.6 Even if the System has been delivered to your Premises and installed there, the System remains our property until you have paid for the sale and installation of it. Until then:

(a) you must take good care of the System for us; and

(b) without prejudice to any other rights we may have, we may enter your Premises and repossess the System without any obligation to make good the Premises.

9.7 We do not accept post-dated cheques.

## 1. Ending or suspending the agreement

10.1 We may end this agreement by giving you at least 3 months' notice in writing at any time.

10.2 You may end this agreement by giving us at least 3 months' notice in writing to expire at the end of the Fixed Period or on a subsequent anniversary of the start date.

10.3 You or we may end this agreement immediately if:

(a) *the 3<sup>rd</sup> party Alarm Receiving Centre is destroyed or so badly damaged that we cannot reasonably continue to provide the Services;*

(b) *we cannot arrange or keep the telecommunications / Monitoring facilities needed to transmit the signals between your Premises, the Alarm Receiving Centre and any police, fire or other authority.*

10.4 We may either end this agreement or suspend the agreement for a period we consider appropriate if any of the following apply:

(a) You fail to make payment under condition 9.

(b) You commit a serious breach of this agreement, or one which has serious consequences.

(c) You commit any breach of this agreement which can be corrected by you, and you do not put matters right within 30 days of our telling you that you have broken the agreement and must put it right.

(d) If, being an individual, you die or become bankrupt.

(e) If, being a partnership, the partnership is dissolved.

(f) If, being a company, an order is made or you pass a resolution for winding up or the company is dissolved.

(g) If you enter into any kind of arrangement or settlement with your creditors or if a receiving order or administration order is made against you.

(h) If any legal proceedings are taken against the System or your Premises or any part of the Premises.

(i) If you fail to follow any recommendation we make for repairing or replacing faulty or old parts of the System, or for repairs to your Premises which we consider necessary for the System to work properly, or to prevent unnecessary damage to the System.

(j) If you do not follow the operating instructions or if, for any other reason which is or should be within your control, there are an excessive number of false alarms.

(k) If you change your Premises in such a way that we believe it is no longer practical for us to carry on providing our Services.

(l) If the police, fire or other authority take away their approval, or will only give their approval depending on conditions, which we believe make it no longer practical to carry on providing our Services.

10.5 If we give you written notice of suspension, this suspends what we have to do under this agreement (see condition 1) and we have no responsibility until the suspension is lifted or the agreement ends. We will tell you in writing if we lift the suspension.

10.6 If the agreement ends, we will stop providing our Services.

### • General

11.1 We may hand over all our responsibilities under this agreement to another company or transfer any rights under it. We may also employ others to carry out our tasks. This will not reduce your rights under this agreement. If we incur liability to a sub-contractor or other third party in relation to the Services which is in excess of our liability under condition 6, you shall indemnify us against that excess.

11.2 If you have made this agreement together with someone else, you are liable both jointly and individually to us.

11.3 Data Protection Act 1998. We may pass on the information you have given to us under this agreement to any police, fire or other authority and, except for security details, to any credit reference, debt collection or public telecommunications agency.

11.4 This agreement is governed by the laws of England and Wales and the parties submit to the exclusive jurisdiction of the English Courts.

11.5 We intend that all conditions of this agreement are in this document and the Specification.

11.6 *We reserve the right to programme the System to signal to the Alarm Receiving Centre using a premium rate telephone number. As at (3rd April 2008) when calling from a standard BT phone 0906 numbers will be charged at 60p per minute with per second billing. These prices include VAT. BT prices may vary from time to time and other telecoms service providers' rates may be different.*

11.7 All drawings, illustrations, literature, technical data sheets and the like which accompany our Specification and any weights and dimensions (all of which we reserve the right to alter without notice) are intended to present a general idea of the products described and are approximate only and in no case constitute a condition.

11.8 If you or we want to change the conditions of this agreement, it must be done in writing and signed by you and by one of our directors.

11.9 If we do not insist on the strict conditions of this agreement, we may still enforce all the conditions against you on other occasions. If you break a condition and we do not take any action against you, it does not mean that we will not take any action against you if you break it again or continue with the same breach without putting it right, or if you break any other conditions.

11.10 If a court finds that part of this agreement is not enforceable but can be kept separately from the rest of the agreement, this will not affect the remainder of the agreement.