

CCTV MONITORING LIMITED – Conditions of Sale and Supply

THIS IS AN IMPORTANT LEGAL DOCUMENT WHICH YOU SHOULD READ BEFORE ENTERING INTO ANY CONTRACT WITH US FOR THE SUPPLY OF SERVICES AND PRODUCTS BY US TO YOU. YOUR ATTENTION, IN PARTICULAR, IS DRAWN TO CONDITIONS 5, 6, AND 9 WHICH CONTAIN LIMITS TO AND EXCLUSIONS OF OUR POTENTIAL LIABILITY TO YOU.

Interpretation

1.1 In these Conditions:-

“Conditions”	means the conditions of sale and supply set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in writing between you and us
“Confidential Information”	means information relating to our business, services and affairs (including the Products) which may from time to time be, or be treated by us as, confidential. This will include all trade secrets and intellectual property including without limitation processes, methods, inventions, technical data and know-how
“Contract”	means the Contract between you and us for the supply of Services and/or Products incorporating these Conditions
“Force Majeure”	means any circumstances beyond the reasonable control of either of us including (without limitation) any breakdown of plant and machinery, any loss of power (howsoever caused), any strike, lockout or other industrial action or any civil or military unrest or conflict
“Premises”	means the premises at which the Products are to be installed and/or in respect of which the Services are to be provided
“Products”	means the CCTV and other security equipment (including any instalment of them) which we are to supply in accordance with these Conditions
“Quotation”	means the written quotation prepared by us and sent to you containing details of the Products and/or Services which we will provide and/or supply, the manner in which we will do so and the price for them
“Sale Products”	means Products which are not Service Products and in which it is intended (subject to Condition 7) ownership will pass to you
“Service Products”	means Products which we provide to you ancillary to the provision of Services but which we do not sell to you, which you do not purchase and in which we retain ownership
“Services”	means the installation of the Products and/or the maintenance, security and monitoring services which we are to supply in accordance with these Conditions

- 1.2 The headings in these Conditions are for convenience only and shall not affect their interpretation.
- 1.3 These are the Conditions upon which we, CCTV Monitoring Limited (company number 5402320) deal with you, our customer. They govern all our dealings with you to the exclusion of any other terms and conditions subject to which any order for the Products and/or the Services is purported to be made by you.
- 1.4 No variation of these Conditions shall bind us unless we agree it in writing.
- 1.5 Our employees or agents are not authorised to make any representations concerning the Products or the Services unless confirmed by us in writing. You acknowledge that you do not rely on any representations which are not so confirmed. Advertising and other promotional material issued by or on behalf of us do not form part of the Contract nor is any statement therein a representation or warranty on which you have relied in entering into the Contract.
- 1.6 If we waive any breach of the Contract, it should not be considered by you to be a waiver of any further breach.
- 1.7 If any provision of these Conditions is held to be invalid or unenforceable in whole or in part the remainder of these Conditions shall continue to apply.
- 1.8 The Contract shall be governed by the laws of England.

Order and Specification

- 2.1 We shall submit our Quotation which shall remain capable of acceptance by you in writing within 6 months of its date. If (and only if) you accept in writing (without condition or amendment) the Quotation in that 6 month period, a Contract will come into effect between us. If you do not, the Quotation shall lapse and shall no longer be capable of acceptance.
- 2.2 You shall be responsible to us for ensuring the accuracy of the description of the Products and/or Services set out in our Quotation and for giving us any necessary information relating to the Products and/or the Services within a sufficient time to enable us to perform the Contract in accordance with its terms.

- 2.3 You must not vary the terms of our Quotation once we have issued it. If you attempt to do so, the Quotation will automatically lapse.
- 2.4 You may not cancel any order for either Products or Services once you have accepted a Quotation in accordance with Condition 2.1 unless we agree to such cancellation in writing and you indemnify us in full against all loss (including loss of profit), costs (including the cost of all labour used), damages, charges and expenses which we have incurred as a result of the cancellation.
- 2.5 You may not terminate any Contract for the provision of Services prior to the end of the period stated in our Quotation unless we agree to such termination in writing and/or you pay us the price which we would have received under the Contract had it not been so terminated and indemnify us against all loss (including loss of profit) costs, damages, charges and expenses which we suffer as a result.
- 2.5 We reserve the right to make any changes in the specification or packaging of the Products and/or in the type of the Services which are required to conform with any applicable safety or other statutory requirements or which do not materially affect their quality or performance.

Contract Price

- 3.1 The price of the Products and/or the Services shall be as set out in the Quotation.
- 3.2 We reserve the right, by giving you notice at any time before delivery of the Products and/or the commencement of the performance of the Services to increase the price of the Products and/or the Services to reflect any increase in the costs of the Products or providing the Services due to any factor beyond our control, for example any foreign exchange fluctuation, currency regulation, alteration of duties, significant increase in the costs of labour, Products or other costs of manufacture, any change in delivery date or quantities requested by you or any delay caused by any of your instructions or your failure to give us adequate information or instructions.
- 3.3 If during the provision of the Services, we install any extra telecommunications lines (or similar) you shall:-

- (a) not, and shall ensure that all other persons shall not, use such lines other than as we shall direct and as is required for the provision by us of the Services; and
- (b) indemnify us from and against any and all telephone installation charges, rental charges and/or call charges incurred as a result of any breach of paragraph (a) above.

3.4 We reserve the right to make further charges should we or any of our personnel be called out to correct, maintain or repair any damage caused to the Products as a result of any Force Majeure or as a result of any act or omission of you, your agents, representatives or employees or as a result of any variation of the Services or any reinstallation or modification of the Products or the original design and/or layout for the installation of the Products which we make at your request at the following rates:-

3.4.1 £60 per person for the first hour; and

3.5.2 £40 per person per hour thereafter

up to a maximum of £360 per day.

Any extra products or materials which we supply in connection with providing those services will be charged at our applicable rate. All such sums shall be invoiced and payable pursuant to Condition 4.

3.5 All prices quoted by us will be exclusive of value added tax, which you will also be liable to pay to us.

Terms of Payment

4.1 We shall invoice you for the price of the Products and/or the Services on or at any time after commencement of the performance of the Services (including commencement of the installation of the Products) and in the case of Services which are to be provided over a period in excess of one month we shall render interim invoices at such reasonable intervals of not less than one month. If we are unable, due to any fault of yours or of any third party, to perform the Services, we are entitled to invoice you for the price at any time after we notify you that we are ready to

perform the Services (including installing the Products) in accordance with the Contract.

- 4.2 You must pay the price for the Products and/or the Services within 30 days of the date of the invoice notwithstanding that installation of the Products may not have taken place and/or that property in the Products has not passed to you or (as the case may be) that performance of the Services may not have been completed. The time of payment of the price shall be of the essence of the Contract.
- 4.3 If you fail to make any payment to us on the due date for that payment then, without prejudice to any other right or remedy available to us, we shall be entitled to:-
- 4.3.1 cancel the Contract and/or repossess the Service Products or suspend any further performance of the Services (as the case may be);
 - 4.3.2 appropriate any payment made by you to such of the Products and/or Services (or to Products supplied or Services performed under any other contract between you and us) as we may think fit (notwithstanding any purported appropriation by you); and
 - 4.3.3 charge you interest (both before and after judgment) on the amount unpaid at the maximum rate provided for under the Late Payment of Commercial Debts (Interest) Act 1998 together with compensation for late payment under the Late Payment of Commercial Debts (Interest) Act 1998 and the Regulations made thereunder.

Delivery of Products

- 5.1 Where the Contract between us for the sale and purchase of Sale Products and not for the provision of any Services, the provisions of this Condition 5 will apply. Where Products are to be supplied in connection with any Services, including the installation of the Products, the provisions of Condition 6 shall apply.
- 5.2 We will deliver the Products to the place for delivery which has been agreed between us.

- 5.3 Any dates quoted for delivery of the Products are approximate only and we shall not be liable for any loss or damage due to our failure to deliver the Products promptly, or at all, howsoever caused. Time for delivery shall not be of the essence of the Contract unless previously agreed by us in writing. We are entitled to deliver the Products in advance of the quoted delivery date upon giving you reasonable notice.
- 5.4 If we fail to deliver the Products for any reason other than any cause beyond our reasonable control or your fault, and we are accordingly found to be liable to you, our liability shall be limited to the excess (if any) of the cost to you (in the cheapest available market) of similar Products to replace those not delivered over the price of the Products.
- 5.5 If you fail to take delivery of the Products or fail to give adequate delivery instructions (for reasons other than our fault) then, without prejudice to any right or remedy available to us, we may:-
- 5.5.1 store the Products until actual delivery and charge you for the reasonable costs (including insurance) of storage; or
- 5.5.2 sell the Products at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) account to you for the excess over the price under the Contract or charge you for any shortfall below the price under the Contract.

Performance of the Services

- 6.1 This Condition 6 shall apply to all Services to be provided by us to you including the installation of Products.
- 6.2 We will perform the Services at the times and places agreed between us.
- 6.3 Any dates quoted for performance of the Services are approximate only and we shall not be liable for any loss or damage due to our failure to perform the Services promptly, or at all, howsoever caused. Time for performance shall not be of the essence of the Contract unless previously agreed by us in writing. Where possible, we shall be entitled to perform the Services in advance of the quoted date upon giving you reasonable notice.

- 6.4 If we fail to perform the Services for any reason other than any cause beyond our reasonable control or your fault, and we are accordingly found to be liable to you, our liability shall be limited to the excess (if any) of the cost to you (in the cheapest available market) of obtaining services from a third party in substitution for those not performed by us over the price of the Services.
- 6.5 You must provide us, or our employees, agents and representatives with all information which we reasonably require to enable the effective provision of the Services.
- 6.6 You must make available or have made available to us, our employees, agents and representatives such access to the Premises and facilities as we, our employees, agents and representatives may in each case request to enable the Services to be performed promptly, properly and safely.

Risk and Property

- 7.1 Risk of damage to or loss of the Sale Products shall pass to you at the time of delivery or (if you fail to take delivery of the Sale Products) the time when we have attempted to effect delivery of the Sale Products.
- 7.2 Notwithstanding delivery and the passing of risk in the Sale Products or any other provision of these Conditions the property in the Sale Products shall not pass to you until we have received in cash or cleared funds payment in full of the price of the Sale Products and all other Sale Products agreed to be sold by us to you and all Services (and any other services) agreed to be provided by us to you for which payment is then due.
- 7.3 Until such time as the property in the Sale Products passes to you, you shall hold the Sale Products as our fiduciary agent and bailee and shall:-
- 7.3.1 (so far as is practicable) keep the Sale Products separate from your own and those of third parties and properly stored, protected and insured and identified as our property; and
- 7.3.2 not sell or otherwise part with or dispose of the Sale Products.

- 7.4 Until property in the Sale Products passes to you (and provided the Sale Products are still in existence and have not been resold or reprocessed) we shall be entitled at any time to require delivery of the Sale Products to us. If you fail to do so we will be entitled to enter upon your premises or those of any third party where the Sale Products are stored and repossess the Sale Products.
- 7.5 You will not be entitled to charge by way of security for any indebtedness any of the Sale Products to which we retain the property, and if you do so all money owed at that time by you to us shall (without prejudice to any other of our rights or remedies) become immediately due and payable.

Service Products

- 8.1 Title in the Service Products shall not pass to you and we shall at all times retain ownership of the Service Products.
- 8.2 Risk of loss or damage to the Service Products shall pass to you at the time of supply or (if you fail to take delivery of the Service Products) the time when we have attempted to effect such supply.
- 8.3 Where we supply you with Service Products under the terms of the Contract, you shall:-
- 8.3.1 use the Service Products only for their intended purpose and in accordance with any guidelines which we or any other person may produce in respect of them;
 - 8.3.2 be responsible for loss of or damage to or caused by the Service Products and replace or repair the Service Products if so required by us;
 - 8.3.3 insure the Service Products to their full replacement value with a reputable insurer and produce a copy of any such insurance policy on our reasonable request;
 - 8.3.4 immediately give notice in writing to us of any material loss of or damage to the Service Products;

- 8.3.5 not charge or otherwise encumber the Service Products or permit any lien to be created or exercised on them;
 - 8.3.6 allow us access to the Premises (or to any other premises upon which the Service Products may from time to time be situated) to inspect the Service Products at all reasonable times;
 - 8.3.7 if so required allow us to indicate our ownership of the Service Products in any manner which we see fit;
 - 8.3.8 keep the Service Products in your sole possession at the Premises in which we install them and not to sell, assign, sub-let or otherwise dispose of the Service Products or any interest in them or the benefit of any Contract nor remove or permit the removal of the Service Products;
 - 8.3.9 indemnify us in respect of any claims made against us and all damages, costs and expenses suffered or incurred by us as a result of a third party claim arising out the state, condition or use of the Service Products;
 - 8.3.10 if the Service Products shall become liable under any statutory enactment (whether local or public) to be altered or modified, immediately make the required alterations or modifications at your own expense;
 - 8.3.11 be responsible for any loss or damage caused to the land and/or buildings to which the Service Products are affixed whether caused by such affixation or by their removal (whether we or you affix or remove them) and you shall indemnify us against any claim made in respect of such damage.
- 8.4 On the termination (for any reason) of any Contract under which Service Products are supplied you shall forthwith return to us the relevant Service Products or allow us immediate, continued and unrestricted access to the Premises (or such other premises at which the Service Products may be situated) to enable us to repossess the same in each case in the same condition as they were supplied to you and indemnify us from and against any loss which we suffer or incur as a result of your failure to do so.

Warranties and Liabilities

- 9.1 Subject to the Conditions set out below we warrant that the Products will be of satisfactory quality at the time of delivery and that the Services will be provided using reasonable care and skill.
- 9.2 Nothing in these Conditions is designed to, or will, exclude any liability which we have for any death or personal injury caused by our negligence.
- 9.3 Subject to the terms of Condition 9.2, we shall be under no liability:-
- 9.3.1 under the warranty contained in Condition 9.1 (or any other warranty condition or guarantee) if any part of the price for the Products and/or Services is not paid by the due date for payment;
 - 9.3.2 for any defect in the Products or from any failure to provide satisfactory Services arising from any specification which you provide;
 - 9.3.3 by reason of any representation or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Contract for any consequential loss or damage (whether for loss of profit or otherwise) costs expenses or other claims for consequential compensation whatsoever (and whether caused by the negligence of us, our employees or agents or otherwise) which arise out of or in connection with the supply of the Products or their use or resale by you or the provision of the Services;
 - 9.3.4 (nor shall we be deemed to be in breach of the Contract) by reason of any delay in performing or any failure to perform any of our obligations in relation to the Products and/or the Services if the delay or failure was due to any cause beyond our reasonable control;
 - 9.3.5 in respect of any failure to provide the Services due to your failure adequately to fulfil the requirements of these Conditions particularly, without prejudice to the generality of the foregoing, Conditions 6.4 and/or 6.5;

- 9.3.6 for any loss of or damage to the Service Products if you are in breach of your obligations under clause 8.
- 9.4 Subject as expressly provided in these Conditions, all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.
- 9.5 You must notify us within 7 days from the date of deliver or (whether defect or failure was not apparent on reasonable inspection, within 7 days after discovery of any defect or failure of any of the Products, of any claim which you based on any defect in the quality, quantity or condition of the Products or their failure to correspond with specification (whether or not delivery is refused by you) or within 7 days of the date of completion or performance of the Services of any claim which you may have based on any defect in the Services. If delivery is not refused and you do not notify us accordingly, you shall not be entitled to reject the Products or the Services and you shall be bound to pay the price as if the Products had been supplied and/or the Services provided in accordance with the Contract.
- 9.6 Where any valid claim in respect of any of the Products or the Services arises in accordance with these Conditions which is based on any defect in the quality or condition of the Products or their failure to meet specification or in any defect in quality of the Services, we shall be entitled to replace the Products (or the part thereof in question) or (as the case may be) remedy any defective Services free of charge or, at our sole discretion, to refund to you the price for the Products and/or (as the case may be) the Services (or a proportionate part of the price), but we shall have no further liability to you.
- 9.7 Without limiting the generality of the remaining provisions of this condition 9, the Products and the Services are not designed to, and we do not warrant or guarantee that they will, eliminate any risk to you or any other person, to your or any other person's property or to the Premises. In particular:-
- 9.7.1 we do not warrant, represent or guarantee that the Products or the Services or any part of them are unable to be and will not be bypassed, compromised, neutralised or otherwise rendered inoperative by trespassers, intruders, you or your employees, agents or representatives or any other unauthorised persons or by an event of Force Majeure or by

any other event outside our control. We shall not be liable for any loss or damage suffered by you or any other person as a result of any such bypass, compromise, neutralisation or inoperation; and

- 9.7.2 the Services do not include the provision of personnel at the Premises or any other premises at which the Products may be installed and will be limited to monitoring for risks. We will not be liable for any loss or damage suffered or incurred by any person which is caused following or as a result of any circumstance about which we notify the emergency services and/or nominated keyholders and/or any other authorised person (as the case may be).
- 9.8 You are solely responsible for insuring the Premises and all items of whatever nature at the Premises from time to time. We will not be liable for any loss or damage caused to any property as a result of your failure to insure it, whether adequately or at all.
- 9.9 Without limiting the generality of Condition 9.8, you shall ensure that there are in place in respect of the Premises product, employer's and public liability insurance policies in such amounts and on such terms necessary to cover:-
- (a) any employees, agents and/or representatives of ours who may attend the Premises to perform the Services or to install, remove, maintain, check or otherwise deal with the Products; and
 - (b) loss or damage to any property of ours (including the Products) left on the Premises.
- 9.10 Notwithstanding the provisions of any other Condition, you will indemnify and keep us indemnified from and against all loss, liability, costs, damages, costs and/or expense which we may suffer or incur as a result of any death or injury to any of our employees, agents or representatives while attending the Premises and/or loss or damage to our property (including the Products) at the Premises.

Insolvency

- 10.1 This Condition applies if:-

- 10.1.1 you make any voluntary arrangement with your creditors (whether formal or informal) or become bankrupt or go into liquidation; or
 - 10.1.2 a receiver or administrator is appointed over any of your property or assets; or
 - 10.1.3 you cease to carry on business; or
 - 10.1.4 we reasonably apprehend that any of the events mentioned above is about to occur and notify you accordingly.
- 10.2 If this Condition applies then:-
- 10.2.1 we shall be entitled to cancel the Contract and/or repossess the Service Products or to suspend any further deliveries of the Products and/or performance of the Services under the Contract without any liability to you;
 - 10.2.2 if the Products have been delivered or the Services have been performed but not paid for the price (or such price as reflects the value of the Products or Services supplied) shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary;
 - 10.2.3 you shall immediately return the Service Products and/or allow us onto the premises where the Service Products are situate and allow us to remove them.

Assignment and Sub-Contracting

- 11.1 You shall not assign the Contract or any rights accruing under it without our prior written consent.
- 11.2 We shall be entitled at our sole discretion and without giving you any prior notice to:-
 - (a) assign, transfer or otherwise dispose of our rights under any Contract; and

- (b) delegate, sub-contract or outsource any or all of the Services (or any part of them)

in each case to any person as we shall see fit at any time.

Intellectual Property

- 12.1 All and any documents and other materials, data, or other material (including the copyright, design right or other intellectual property in them) provided by us to you during the provision of and/or relating to the Services shall, unless otherwise agreed in writing between us, remain our property.
- 12.2 All specifications, photographs, illustrations and other material produced by us in the supply of the Products or in the provision of Services and all reference to weights, measurements and other technical details contained in such Products are all provided for identification purposes only and are intended to be approximate. We shall not be liable for loss suffered by you as a result of your reliance on such Products or details.

13. Notices

- 13.1 Any notice to be given under these Conditions shall be delivered by hand or sent by first class post to the usual address or registered office of the addressee or to such other address in Great Britain as the intended recipient may from time to time have notified the other party for the purpose of this clause, or sent by facsimile transmission.
- 13.2 Notice shall be deemed to have been received:-
 - 13.2.1 if sent by first class post 24 hours after posting;
 - 13.2.2 if delivered by hand on the day of delivery;
 - 13.2.3 if sent by facsimile at the time of transmission.

Force Majeure

- 14.1 We shall not be in breach of the Contract or otherwise liable to you by reason of any delay in performance or any non-performance of any of our obligations under the Contract to the extent that such delay or non-performance is due to any event of Force Majeure and the time of performance of that obligation shall be extended accordingly.
- 14.2 If the event of Force Majeure in question prevails for a continuous period in excess of 2 months, we shall enter into bona fide discussions with you with a view to alleviating its effects or to agreeing upon such alternative arrangements as may be reasonable.