

General Terms & Conditions

1. Definitions

1.1. The following definitions and rules apply in these conditions

Applicable Law

means all statutes, laws, statutory instruments, bye-laws enactments, orders, rules, regulation or other similar instruments having the force of law in the territory where the services are supplied.

The Company

Ashford Security being the organisation responsible for the design, installation, maintenance and / or monitoring of the installation which is the subject of this Contract, sometimes referred to as "our" or "we" in these Terms and Conditions.

The Customer

The person or organisation being a signatory to this Contract, sometimes referred to as "you" or "your" in these Terms and Conditions.

The Premises

The Premises set out in the Specification.

The Installation

The installed system defined in the Specification.

Installation Standard

The standard to which equipment is to be installed and / or maintained, together with any other formal requirements stipulated as a condition of the regulatory body by which the Company is approved.

Contract

Quotation, Specification, Maintenance and Acceptance together with these Terms and Conditions.

Specification

The design specification which defines the level of protection, surveillance or access afforded by the security Installation. It is an integral part of this Contract.

Quotation

The proposed price for the equipment, its installation and / or maintenance and monitoring as itemised in this Contract.

Alarm Receiving Centre

A continuously manned remote centre to which alarm activations and / or video data are signalled and passed to the relevant response authority (e.g. Police, Fire Brigade, Key-holder).

Handover Date

The date on which the Installation is completed (notwithstanding that connection of any remote signalling is outstanding) and the Handover Completion Certificate has been signed.

Preventative Maintenance

The routine inspection of the Installation to verify that it continues to function in accordance with its Specification and to identify and rectify any items found faulty, worn or in need of scheduled replacement.

Corrective Maintenance

The investigation and repair of faults reported by the Customer, including false alarms from intruder alarm systems.

Business Days

A day other than Saturday, Sunday, or public holiday in England, when banks in London are open for business.

2. General

- 2.1. Acceptance of this Contract, signified by your signature, includes acceptance of these Terms and Conditions along with any other requirements defined in the Specification.
- 2.2. For the purposes of interpretation, where the requirements of the Specification conflict with any clauses of these Terms and Conditions, the Specification requirements shall take precedence.
- 2.3. All other terms and conditions not contained in or implied by the Contract are excluded. Nothing in these Terms and Conditions, either stated or implied, shall detract from the Customer's statutory rights.

3. Charges & Payments

- 3.1. The quoted costs may be revised if:
 - 3.1.1. The customer wants the work carried out more urgently than agreed, or
 - 3.1.2. The customer changes the Specification or requirements, or
 - 3.1.3. The customer premises are in some way unsuitable for the equipment and this was not apparent from our original survey or there are circumstances about which we should have been made aware, or
 - 3.1.4. There are any other special circumstances we were not aware of when supplying our original quotation.
- 3.2. All telephone line installation, rental and call charges are the responsibility of the Customer.
- 3.3. Installation work is normally carried out during usual working hours of 9.00am to 5.00pm on business days. Requests made by the Customer to install outside these hours may incur additional charges.
- 3.4. If our labour or material costs increase after twelve months, we may give the customer one months' notice of any increase in our annual maintenance charges. This will be carried out via email to the customer.
- 3.5. Unless otherwise agreed in writing, the Quotation does not include additional work such as redecoration, carpet laying or building work, although we will take all reasonable care of your premises. Additional charges may be made if our engineers are not provided with access to doors, shutters, windows, or any other areas where cables and equipment needs to be installed.
- 3.6. Any equipment forming part of the installation which is not sold to the Customer, such as signalling equipment or firmware, shall remain the property of the Company and will be maintained and / or replaced at the Company's expense unless such failure was

- 3.7. For remote access to systems, router setup maybe required that will be completed on the installation. Due to third party equipment any raised issues with remote access will not be covered under the 12-month warranty period as per Clause 4.3 and charged at standard callout rate.
 - 3.8. Ashford Security are not responsible for any existing wireless network(s) and/or Wi-Fi range extender(s) and any associated peripheral equipment our networked systems may interact with that may impede the installation of your new equipment. There may be additional labour costs if your existing network unexpectedly impacts the normal installation process.
 - 3.9. Without prejudice to any other right or remedy that it may have if the customer fails to pay the company on the due date, the company may:
 - 3.9.1. charge interest on such sum from the due date for payment at the annual rate of 4% above the base lending rate from time to time of RBS plc, accruing daily and compounded quarterly until payment is made, whether before or after any judgment and the Customer shall pay the interest immediately on demand.
 - 3.9.2. Suspend any services until payment has been made in full to the company.
- ## 4. Company Obligations
- 4.1. The company agree to complete the installation and hand it over in good working order conforming to the Installation Standard declared in the Specification. We will always seek your agreement should changes to the specification be required during installation.
 - 4.2. When the company commissions the Installation, we will train you in its operation. When you are satisfied with the Installation, we will give you a Handover Completion Certificate to sign. We will give you a Certificate of Conformity when the Equipment has been paid for in full (if applicable)
 - 4.3. The company agree that, if any of the Equipment or our workmanship is faulty in the first twelve months, it will be repaired or replaced at our expense, including call-out, provided you let us know as soon as the fault occurs.
 - 4.4. The annual maintenance and remote monitoring facilities commence upon completion and handover of the installation and continue from year to year upon payment of charges presented until cancelled in writing giving not less than two months' notice.
- ## 5. Customer Obligations
- 5.1. You agree to give the company and our employees full access to your Premises to survey, measure, install, test and service the Equipment. You also agree to provide an adequate electricity supply

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for the Equipment to operate correctly. If our work is interrupted or delayed because of a problem with access, or the electricity supply is inadequate, we may make an extra charge as per clause 3.5. We are not liable if completion is delayed due to the unavailability of signalling transmission facilities or other circumstances beyond our control.

- 5.2. By signing the Contract with the company, you guarantee that you have full authority to allow the installation and no other consent is needed.
 - 5.3. You must not interfere with, or allow anyone else to interfere with, adjust, service or attempt to repair or reset the Equipment at any time.
 - 5.4. If the Equipment activates to the Alarm Receiving Centre, you need to let us know as soon as possible. If the Equipment needs to be reset, we may charge you at our usual rates then in force.
 - 5.5. You will need to let the company know in advance if any third party intends to carry out work on the telephone lines within your premises, as this may affect the Equipment's effectiveness.
 - 5.6. The Equipment does not belong to you until it has been paid for in full. If you do not pay the balance of the installation charge when it is due, we have the right to remove the Equipment from your Premises without notice. By signing the Contract with us, you irrevocably authorise us to enter your Premises to remove the Equipment if payment remains outstanding.
 - 5.7. If you cancel our Contract less than four days before installation, we may charge you for any equipment we have bought for your Premises and make a reasonable charge for damages for breach of contract.
 - 5.8. If the Equipment is connected to an Alarm Receiving Centre, it is your responsibility to make sure that the telephone line is working properly, and the account correctly maintained.
 - 5.9. You need to notify us of any change in the layout of your Premises, as this may affect the effectiveness of the Equipment to detect movement or intrusion.
 - 5.10. You agree to permit the Company's staff and representatives of its regulatory body (only whilst accompanied by the Company's staff) access to the installation for the purposes of maintenance or inspection.
- 6. Maintenance, Servicing and Monitoring**
- 6.1. In return for payment of the maintenance charge, the Company will maintain the Installation in accordance with the installation standard and respond to your emergency calls for assistance.
 - 6.2. The company will respond to emergency calls within the time specified within the standards, unless mutually agreed otherwise
 - 6.3. If we have to attend the Premises, or repair the Equipment between routine maintenance visits, we will make a charge at our usual rates unless the work is covered by Clause 4.

- 6.4. The annual maintenance charge does not include charges for replacement parts or batteries, which will be charged in addition to the annual charge.
- 6.5. Where the installation is monitored by an Alarm Receiving Centre for direct response by emergency services (e.g. Police or Fire Brigade), it shall be a condition of such monitoring that an annual contract for Routine Maintenance exists between the Customer and the Company.
- 6.6. Routine maintenance visits shall be undertaken by the Company as defined in the Installation Standard or this Contract.

7. Data Protection

- 7.1. The company and customer acknowledge that for the purposes of all applicable data protection and privacy legislation in force from time to time in the UK, including the General Data Protection Regulation ("GDPR"), the Data Protection Act ("DPA") as amended.
- 7.2. The company is the data processor.
- 7.3. The company shall process all personal data relating to the customer, the customers directors (if applicable), Employees (if applicable) strictly in accordance with the Data Protection laws.
- 7.4. The personal data may include names, email address, telephone numbers, address and any other types of personal data provided by the customer.
- 7.5. For the purposes of the Contract, "process" means any operation or set of operations which is performed on the Personal Data, whether by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure, or destruction.
- 7.6. The company shall, having regard to the state of technological development and the cost of implementing any measures, take appropriate technical and organisational measures against the unauthorised or unlawful processing of Personal Data and against the accidental loss or destruction of, or damage to, Personal Data to ensure a level of security appropriate to:
 - 7.6.1. the harm that might result from such unauthorised or unlawful processing or accidental loss, destruction, or damage; and
 - 7.6.2. take reasonable steps to ensure compliance with those measures.
- 7.7. The company shall ensure that all personnel who have access to and/or process personal data are obliged to keep the personal data confidential.
- 7.8. Ashford Security shall assist the Customer, at the Customer's cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under Articles 32 – 36 of the GDPR.
- 7.9. At the written direction of the Customer, Ashford Security shall delete or return Personal Data and copies thereof to the Customer

on termination of the Contract unless Money Penny is required to retain Personal Data to comply with applicable laws.

- 7.10. The Customer acknowledges and agrees that details of the Customer's name, address and payment record may be submitted to a credit reference agency, and Personal Data will be processed by and on behalf of Ashford Security in connection with the Services.
- 7.11. Without prejudice to the generality of the other provisions of this clause 10, the Customer warrants that it has and will have all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to Ashford Security and the provision of the Services by Ashford Security for the duration and purposes of this agreement.

8. Limitation of Liability

- 8.1. The Company does not know, and shall not be deemed to know, the true value of the Customer's property or premises and is not the insurer thereof.
- 8.2. The Company shall not be liable for the costs of any work, repairs or replacement of Equipment which results from fire, electrical power surge, storm, flood, accident, neglect, misuse or malicious damage.
- 8.3. The Company has provided limited insurance cover for itself with indemnity for claims made against it in respect of accident, injury, loss or damage. Cover also extends to failure to perform and wrongful advice given unwittingly. A copy of the relevant insurance schedule is available to the Customer upon request.
- 8.4. Although the Installation is designed to detect or deter intrusion and reduce the risk of loss or damage, the Company does not represent or warrant that the installation may not be neutralised, circumvented, or otherwise rendered ineffective by unauthorised persons and in such event the Company shall not be liable for any loss or damage suffered by the Customer or other unauthorised persons. The Company accepts no liability for claims falling outside the ambit of the indemnity referred to in Clause 7.1 above and the Customer is advised to arrange sufficient insurance cover in respect of claims arising due to injury, loss or damage howsoever caused.
- 8.5. Like all electronic equipment, the system could fail in rare and exceptional circumstances and the Company cannot guarantee that it will be operational at any specific time or for any specific period. The Company will explain what regular tests can be performed to verify that detection equipment is operational between routine maintenance visits carried out by the Company.
- 8.6. The terms and conditions given in this contract do not affect your rights under the Sale of Goods Act or Unfair Contract Terms Act.

9. Termination

- 9.1. Either the Customer or the Company can terminate the Contract by giving not less than two months' written notice. If you wish to terminate the Contract with less than two months' notice, the Company reserves the right to charge the next year's costs of any

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monitoring charges if these have already been paid in advance by the Company on your behalf.

9.2. The Company may terminate this Contract should the Customer breach any of its conditions or if the Customer is in arrears with any payments due for a period more than 30 days. This will not prejudice the Company's right to reclaim the payment outstanding. In such circumstances, seven days' notice of cessation of any remote monitoring will be given by the Company.

9.3. If the maintenance contract is terminated, the Company shall be provided with access to recover any equipment and / or firmware which did not belong to the Customer but was rented from the Company.

9.4. The Company reserves the right to remove logos, nameplates, motifs or any other Company identity from the Equipment.

9.5. Under The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, a 14-day cooling off period will apply to this installation from the date of acceptance.

9.6. The customer can request and our explicit agreement, if the system fit date is within your 14-day cooling off period and you decide to cancel post installation, depending on the value of the installation, we will charge up to the sum of £10,000.00 + VAT to cover costs associated to attend site and remove the system.

9.6.1. Any reinstatement of decoration, groundworks, landscape, vegetation and / or building structure will be charged at our normal hourly rate. If we supply materials that cannot be removed without damage, we reserve the right to administer a partial refund on the loss of materials.

10. Force Majeure

10.1. Any failure by the Company to fulfil any of its obligations under the terms of this Contract due to reasons beyond its control shall not be considered a breach of this Contract.

11. Anti Bribery and Corruption Measures

11.1. The company shall in respect of the performance of each contract comply with all applicable anti-bribery and corruption requirements and shall not engage in any activity, practice, or conduct which would constitute any breach of or any offence under any applicable anti-bribery and corruption requirements.

12. Governing Law and Jurisdiction

12.1. This Agreement shall be governed by and construed in accordance with English law. The parties to this Agreement irrevocably agree that the courts of England and Wales shall have non-exclusive jurisdiction to settle any dispute which may arise out of or in connection with this Agreement and that accordingly any Proceedings may be brought in such courts.

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